

# NORTHEASTERN STATE UNIVERSITY SALARY REDUCTION AGREEMENT UNDER SECTION 403(B)

By this Agreement, made between \_\_\_\_\_ and Northeastern State University, we agree as follows:

- 1) Effective for amounts paid on or after January 1, 2009, which date is subsequent to the execution of this Agreement, the Employee's salary will be reduced by the amount(s) indicated below.
- 2) This agreement shall be legally binding and irrevocable for both the Institution and the Employee while employment continues or until a written request to discontinue is received by the 15<sup>th</sup> of the month prior to the next payroll deduction.
- 3) If eligible, this employee is electing the age 50 or over rule and can make additional elective deferrals to a 403(b) plan that is above or beyond the statutory limits.  
\_\_\_\_\_yes    \_\_\_\_\_no
- 4) The Employer assumes no responsibility as to the salary reduction except as stated herein and assumes no responsibility as to the payment of premium by an employee after termination of employment or reduction agreement, and makes no recommendation as to how amounts are to be invested and does not by this agreement become a part of any contractual obligation between the Employee and the Institution.
- 5) It will be the responsibility of the Employee to know that the amount of the salary reduction will not exceed the maximum permissible under Section 403(b), 415 and 402(g) of the Internal Revenue Code. This salary reduction will produce a total Institution contribution which does not exceed the Employee's statutory exclusion allowance.

The amount of the salary reduction shall be \_\_\_\_\_ annually.  
\_\_\_\_\_per month based on the payment schedule of \_\_\_\_\_payments

403(b) Vendor to be sent election:  
Lincoln Retirement Services Company, LLC

This agreement is a(n):

\_\_\_\_\_new agreement

\_\_\_\_\_decrease

\_\_\_\_\_increase

\_\_\_\_\_cancellation

Signature of Employee

Date

NSU Plan Administrator 12/08

Date