

Initial Authorization

Amended Authorization

MIDWESTERN STATE UNIVERSITY
Agreement to Reduce Salary and to Purchase Tax Sheltered Annuity

To: Vice President for Administration and Finance: MIDWESTERN STATE UNIVERSITY, WICHITA FALLS, TEXAS

Effective with respect to amounts earned on or after the first day of _____, 20____, which date is subsequent to the execution of this agreement and pursuant to the provisions of Section 403(b), United States Internal Revenue Code of 1954, as amended, and as authorized by Senate Bill No. 17, Acts 57th Legislature, 3rd Called Session, 1962, and Senate Bill No. 279, Acts 61st Legislature, Regular Session, 1969, Midwestern State University is hereby authorized and directed to reduce my future compensation to purchase for me a non-forfeitable annuity or custodial account within the limits and rulings of the Internal Revenue code, Sections 403(b), 415, 402(g).

(Please place an "X" in the appropriate box or boxes)

- A. Under the Optional Retirement Program - Midwestern State University shall:
 1. Reduce my gross compensation each pay period by the applicable percentage amount prescribed by the State statutes during the State fiscal year, September 1 to August 31 inclusive.
 2. Pay an amount equal to, but not exceeding, the maximum amount permitted by State statutes in order to provide retirement benefits; and
 3. Apply said sums to the payment of deposits for a retirement annuity contract or custodial account selected by me in accordance with the terms of the Optional Retirement Program and issued by:

(Name of ORP carrier approved by Midwestern State University)

I also acknowledge that the State's matching contribution for the first year of participation will be refunded to the State of Texas by the insurance or custodial company in the event I do not begin a second year of ORP participation in accordance with the provisions of the Texas Optional Retirement Program.

- B. Under the Tax Sheltered Annuity Program - Midwestern State University shall:
 1. Reduce my gross compensation by \$_____ per month for the months specified per employment contract for the current State Fiscal year, and for the months as selected for salary payments during each subsequent State fiscal year, September 1 to August 31, inclusive.
 2. Apply said sum to deposits for a non-forfeitable retirement annuity contract or custodial account selected by me and issued by:

(Name of TSA carrier approved by Midwestern State University)

The selection of the ORP or voluntary TSA carrier and the monitoring of that company's investments and policies is the responsibility of the employee. Midwestern State University has no fiduciary responsibility for the market value of ORP or voluntary account participant's investments or for the financial stability of the companies chosen.

This agreement shall be legally binding and irrevocable as to both of the parties hereto while employment continues; provided, however, either party may change or terminate this agreement as of the end of any month, so that it will not apply to compensation not yet available, by giving written notice of said change or termination, except to the extent otherwise permitted under Section 403(b) of the Internal Revenue Code of 1954 as amended.

This agreement shall remain in force for the duration of employment, except as changed or terminated within the allowable provision and supersedes all previous agreements. I acknowledge that current federal tax code requires that I begin receiving a minimum distribution by April 1 following the year I reach age 70 1/2 or retire, whichever is later.

In witness whereof the parties have hereunto set their hands and seals this _____ day of _____, 20____.

ACCEPTED: MIDWESTERN STATE UNIVERSITY

Plan Administrator

(Employee's Full Name-Print or Type)
