

**BOWLING GREEN STATE UNIVERSITY SALARY REDUCTION AGREEMENT FOR TAX DEFERRED  
ANNUITY PROGRAM INCLUDING CUSTODIAL ACCOUNTS**  
As defined in Section 403 (b) (7) of the Internal Revenue Code



INSTRUCTIONS: Employee applying for annuity completes form in duplicate and forwards all copies to the Benefits Office. Following acceptance by the Benefits Office, a copy will be returned to the employee and the other copy is retained by the University's Benefits Office.

By this agreement made between \_\_\_\_\_ (employee) and BOWLING GREEN STATE UNIVERSITY (employer), the parties hereto agree as follows:

- A. Effective with respect to amounts earned for the pay period ending on or after the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (which date is subsequent to the execution of this agreement), and thereafter the employer shall reduce the employee's gross earnings each pay period by \_\_\_\_\_ starting \_\_\_\_\_ (date) and ending \_\_\_\_\_ (date) which is equal to or less than the Employee's statutory exclusion allowance under *Section 403(b)* of the Internal Revenue Code. The employer will forward the amount of such reduction to the following carrier(s) as custodian(s) (or any successor custodian) in the amount(s) indicated (select one or more):

CARRIER/COMPANY	AMOUNT
1. _____	_____
2. _____	_____
3. _____	_____

- B. This Agreement shall be effective only as to salary due for services performed on or after the date of this authorization and shall remain in full force and effect during the continued employment of the Employee unless amended in writing by the parties. Such amendment shall be effective only as to periods following the date of such amendment.
- C. The reduction in salary provided for in Section A hereof shall not be considered in calculating deductions for either the State Teachers Retirement System of Ohio or the Public Employees Retirement System of Ohio, or for the City of Bowling Green payroll tax, nor shall such reduction be considered in determining any salary adjustment due to absence.
- D. The University and officials thereof assume no responsibility for calculation of the amount of salary reduction nor that such amount will be within the limits for elective deferrals under *Section 402(g)* of the Internal Revenue Code. The responsibility of the University is limited to the forwarding of contributions in the amount requested by the employee.
- E. The employee releases the University and officials thereof, from any and all claims that the employee has or might have, in connection with the reduction in salary provided in paragraph A, and the investment in annuity or custodial accounts other than for the accurate transmittal of said funds. The actions to which this release applies include but are not limited to any failure to satisfy the limitations of *Section 403(b)* and *415* of the Internal Revenue Code, the choice of the entity managing the funds so invested, and the safety and performance of said funds. The employee accepts full responsibility for the annual calculation of his or her Maximum Exclusion Allowance.
- F. Termination of this agreement must be submitted in writing to the University's Benefits Department of the Office of Human Resources, signed and dated by the employee.
- G. If BGSU terminates its *Section 403(b)* program, this agreement shall automatically terminate.

IN WITNESS WHEREOF, the parties have signed this agreement.

EMPLOYEE \_\_\_\_\_

SOCIAL SECURITY# \_\_\_\_\_

FOR BGSU \_\_\_\_\_ DATE \_\_\_\_\_

AGENT/CARRIER \_\_\_\_\_