

SALARY REDUCTION AGREEMENT

- BY THIS AGREEMENT, made between _____ (employee) and Bank Street College of Education (hereinafter referred to as College), the parties hereto agree as follows:
- Effective with respect to amounts earned on or after the first day of _____, 20____ (which date is subsequent of the execution of this Agreement), the employee’s monthly gross salary will be reduced by the amount described below. At the same time, the College will continue to contribute 7.5% of gross salary to the employee’s retirement annuity to be divided between TIAA and CREF designated by the employee’s retirement plan, it being understood that, during the effective period of this Agreement, there will be no deductions made from the employee’s salary for contributions to the College’s retirement plan.
- This Agreement shall be legally binding and irrevocable as to each of the parties hereto while employment continues; provided, however, either party may terminate this Agreement as of the end of any month, so that it will not apply to salary subsequently earned, by giving to the office of the Controller at least thirty days written notice of the date of termination, and provided further, that no more than one agreement for such salary reduction may be made within any taxable year of the employee.

THE AMOUNT OF THE SALARY REDUCTION SHALL BE:

The total College contribution to the employee’s annuity is equal to or less than the employee’s statutory exclusion allowance under Section 403(b) of the Internal Revenue Code (IRC), the limitations of Section 415 of the IRC, or the limitations of Section 402(g) of the IRC, whichever is less.

In addition to the mandatory 5% contribution to the College’s Retirement Annuity Plan, I would like to contribute an additional:

_____ % to my Supplemental Retirement Annuity Account.

WAIVER

- I recognize that the maximum contribution levels should be reviewed each year to be sure that my Tax Sheltered Annuity contributions are not in excess of the legal limits.
- I understand that if I qualify for and elect to use one of the alternative options, i.e. “year of separation option”, “any year limitation” or “overall limitation” that such choice is irrevocable and I may be required to indicate that such option was elected when I filed my Federal Income Tax Return.
- These TIAA-CREF calculations are based upon current understanding of the Internal Revenue Code and published IRS rules and regulations as they apply to Tax Sheltered Annuities and are not intended to represent legal and tax advice. Legal and tax advice should be provided by your tax advisor or legal counsel.

• Signed this ____ day of _____, 20_____.

(Employee)

• Signed this _____ day of _____, 20_____ :

BANK STREET COLLEGE OF EDUCATION

By: _____