

**SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT
TAX SHELTERED ANNUITY AMENDMENT OF EMPLOYMENT CONTRACT**

In accordance with Education Code Section 22310 and for the purpose of qualifying under the provisions and for the benefits of Section 403(b) of the Internal Revenue Code of 1954, as amended, and Section 17512 of the California Revenue and Taxation Code, and of the plan adopted by the Board of Trustees of the San Luis Obispo County Community College District, hereinafter called "District;"

IT IS HEREBY AGREED BY THE DISTRICT AND:

NAME _____ SOC. SEC. NO. _____

hereinafter called the Employee, that the certain valid and existing employment contract made and entered into by and between the District and Employee be amended in the following manner, and that this amendment be incorporated therein by reference and made a part thereof as if set out therein in full, as of the date of this amendment:

1. The salary to be paid to Employee by the District shall be reduced by the sum of \$ _____ per regular pay period beginning with the salary warrant payable on _____, 20____.

Check one of the following:

- 12 deductions per year
 10 deductions per year (excludes June and July)

2. The sums shall be transmitted by the District in accordance with the District's Tax Sheltered Annuity Plan in the following manner:

To _____ in accordance with such plan as a premium on one or more annuity contracts on the life of the Employee.

3. Check applicable item:

- Delete my existing TSA pay to _____.
- The TSA which is the subject of this request is in addition to any existing TSA contracts.
- This is a new TSA.
- This is an increase or decrease to my existing TSA.

4. The employee releases any and all rights, present and future, to receive payment of the sums, from the District, resulting from such salary reduction in any form except: (a) the right of the Employee's estate to receipt of sums so paid upon Employee's death; or (b) the right of the Employee upon termination of employment by reason other than death personally to receive all or part of the amount specified for which service has been rendered but which has not be transmitted to a life insurance company or to the State Teachers' Retirement System.

5. This amendment of employment contract shall automatically apply to the employment contract entered into between the District and the Employee for each succeeding school year, unless amended or terminated by a thirty (30)-day written notice to the District. I understand that no more than one salary reduction agreement can be made with the District during any taxable year.

6. The Employee agrees that the District shall have no liability whatsoever for any loss suffered by the Employee with regard to his selection of an insurance company, or the solvency of, operation of, or benefits provided by said insurance company.

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto this _____ day of _____, 20____.

Employee

SAN LUIS OBISPO COUNTY
COMMUNITY COLLEGE DISTRICT

Date: _____
WITNESSED BY: _____

By: _____

Sales Agent

Date

**SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT
DISCLOSURE FORM**

This form is to be completed and signed by any employee requesting a tax sheltered annuity amendment of employment contract and by the company broker/agent and returned to the San Luis Obispo County Community College District.

NAME: _____ SOC. SEC. NO. _____

INSURANCE OR INVESTMENT COMPANY: _____

AGENCY OR BROKER NAME: _____

ANNUAL DEPOSIT: \$ _____ MONTHLY DEPOSIT: \$ _____

FIXED
ANNUITY:

The loan value or cash available if the policy is terminated will be:

End of 1 Year \$ _____

End of 2 Years \$ _____

End of 3 Years \$ _____

VARIABLE
ANNUITY:

It is understood that when deposits are made to a variable annuity, cash values are based on equity-type securities and the value is not guaranteed. I certify that I have received a prospectus for the plan concerned, and I understand the sales and management charges.

CUSTODIAN
INVESTMENT
ACCOUNT:

I understand that when deposits are made to a mutual fund, the value is not guaranteed. I certify that I have received a prospectus for the fund concerned, and I understand the sales and management charges.

I understand that tax-sheltered annuity plans are designed for income at retirement, and if I cash my annuity, I may receive less than the amount paid in. I further understand the San Luis Obispo County Community College District has made tax-sheltered annuities available to employees at the request of employees, but does not sponsor or recommend the program of any specific plan.

As with any investment, I understand that I should investigate all provisions and ramifications so that I can decide whether this is an appropriate investment to make at this time.

I understand that tax law and regulations limit the maximum amount of annual contributions and that I may be liable for additional taxes or penalties if the maximum is exceeded.

The undersigned agent/broker may be liable for indemnifying the San Luis Obispo County Community College District as a result of penalties or interest imposed on the employer if limits are exceeded.

Signature of Employee

Date: _____

Signature of Agent/Broker

Date: _____

APPROVED AS TO FORM AND CONTENT:
SLS/PCC April 28, 1993

bm

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7/27/00