

CALIFORNIA LUTHERAN UNIVERSITY

VOLUNTARY SALARY DEFERRAL AGREEMENT

Under a Private Employer's Eligible Internal Revenue Code Section 457(b) Deferred Compensation Plan

By this Agreement, made between _____ (the "Employer")
and _____ (the "Employee"), the parties hereto agree as follows:

Effective with respect to amounts paid or otherwise made available on or after _____, 20____, which date is subsequent to the execution of this Agreement, the Employee's salary will be reduced by the amount indicated below. At the same time, the Employer will contribute a corresponding amount to the eligible Internal Revenue Code Section 457(b) Deferred Compensation Plan, under which the Employee may allocate among the investment options approved by the Employer.

This Agreement shall be legally binding and irrevocable for both the Employer and the Employee with respect to amounts paid or otherwise made available while this Agreement is in effect. Either party may modify or otherwise terminate this Agreement as of the first pay period commencing _____ or termination by giving at least _____ days' written notice so that this Agreement will not apply to amounts subsequently paid or otherwise made available.

I. The amount of the salary deferral¹ shall be as follows:

Select Item (A) to make your deferrals in an amount equal to a fixed dollar amount per pay period.

Select Item (B) to make your deferrals in an amount equal to a fixed percentage of your gross annual salary, recognizing that your salary may change in the future.

Select Item (C) to make your deferrals up to the maximum amount permitted by law, without taking into consideration any permissible catch-up contribution. You may elect to make catch-up contributions pursuant to Section II below.

(A) \$_____ per pay period.

(B) _____ % of gross annual salary.

(C) _____The maximum amount permitted by law, without taking into consideration any permissible catch-up contributions permitted by law.

¹ This amount should be reviewed with the Business Office prior to the execution of this Agreement.

II. Catch-Up Contributions

Notwithstanding the election set forth in Item (A), Item (B) or Item (C) above, the amount of salary deferral (1) shall be **increased** by the additional amount set forth below:

- (i) \$_____ for individuals who are in one of the last three years prior to normal retirement age.
- (ii) the maximum amount permitted by law for individuals who are in one of the last three years prior to normal retirement age.

The amount deferred hereunder will produce a total deferral that does not exceed the applicable limitations of Internal Revenue Code Section 457(b).

Signed this _____ day of _____, 20____.

Employee

Employer

By: _____

(Name)

(Title)