

ADDITIONAL TERMS AND CONDITIONS

1. This Agreement shall not be construed to modify the compensation or other terms of the Employee's employment by the College except to the extent specifically provided. This Agreement shall not obligate the college to continue the employment of the Employee beyond the period for which he or she would otherwise be employed, or restrict the rights of the college or the Employee to terminate the Employee's employment. If this Agreement is terminated, the terms of Employee's employment by the College shall be those which would apply in the absence of this Agreement.
2. Contributions to the annuity contract or custodial account of funds supplied by the State of Texas shall vest and become non-forfeitable after the Employee participates in the ORP for one year and one day.
3. The designation or redesignation of investments or the permitted withdrawal of funds shall not be construed as an amendment of this Agreement.
4. If the Employee is paid on a twelve-month basis for services rendered during a period of less than twelve months, and if the Agreement is adopted or amended effective other than on September 1st, the salary reduction amount shall apply only to compensation for services rendered after the effective date, and this Agreement shall not affect compensation subsequently paid for services rendered before the effective date. If the Employee's employment is terminated, this Agreement shall automatically and simultaneously terminate, and no additional payments shall be made by the College under this Agreement. If an Employee is compensated by payment of wages rather than salary, references in this Agreement to "salary" shall be deemed to refer to wages.
5. This Agreement, including any amendments, shall continue to apply to the Employee from year to year as long as the Employee is employed by the College, unless the Agreement is terminated. If the Employee's compensation is increased or decreased by the College while this Agreement is in effect, the salary reduction amount established above shall be applied to the Employee's compensation following such increase or decrease.
6. An Employee's benefits under the ORP shall not be made available until the Employee attains age 70 ½, dies, retires, or terminates employment in all institutions of higher education.
7. The Employee is responsible for complying with the minimum required distribution provisions of Section 403(b)(10) and Section 401(a)(9) of the Internal Revenue Code of 1986, as amended.