



STATE OF MONTANA 457(b) DEFERRED COMPENSATION 2019 SALARY DEFERRAL AGREEMENT

A. Participant Information			
Employee Last Name	First Name, MI	Last 4 of SSN	Date of Birth / /
Department or Employer	Employee ID # for State Employees	Phone Number	
B. Payroll Election(s)			
Effective Pay Date / /	No. of Deferrals and Pay Cycles Per Year (choose one) <input type="checkbox"/> 12 <input type="checkbox"/> *24 <input type="checkbox"/> 26+ <i>*(will not include third paycheck in one month)</i>		
Contribution Type (Select One) <input type="checkbox"/> Start/restart <input type="checkbox"/> Stop <input type="checkbox"/> Change <input type="checkbox"/> One Time <input type="checkbox"/> Final/Retiring			
Contribution Amount		Pre Tax \$ _____ or _____ %	Roth Post Tax \$ _____ or _____ %
Deferral Type			
<input type="checkbox"/> Basic Deferral - I understand the total annual pre-tax contributions and Designated Roth Contributions cannot exceed \$19,000 of my eligible compensation in the 2019 tax year.			
<i>Catch-Up Provisions - Only one type of \$457 Catch-Up may be used in a calendar year. If I am eligible for both types of Catch-Up this year, I may select either the Age 50 \$457 Catch-Up or the Special \$457 Catch-Up, whichever would result in the larger Catch-Up amount for this calendar year.</i>			
<input type="checkbox"/> Age 50 Catch-up - I understand that I must be age 50 or older by the end of this calendar year and I cannot use the Special \$457 Catch-Up (see below) this year. I understand the total annual pre-tax Age 50 Catch-Up amount cannot exceed \$ 6,000.00 of my eligible compensation in the 2019 tax year. When added to the regular deferral amount, my annual maximum contributions cannot exceed the 2019 limit of \$25,000.			
<input type="checkbox"/> Special Catch-up - I understand that I may only use the Special \$457 Catch-up in one or more of the three calendar years that END PRIOR TO my Normal Retirement Age (NRA), which I select for using this catch-up provision and provide the year below. I may only select one Special Catch-up NRA and although it does not control when I actually retire, it may not be later than age 70½, and no earlier than the NRA as defined by my employer's defined benefit plan if I participate in that plan. If I participate in the PERS Defined Contribution (DC) plan or my employer does not have a defined benefit plan, the earliest age for my Special Catch-up NRA is age 65. I understand the total pre-tax Special \$457 Catch-up amount cannot exceed \$19,000 of my eligible compensation in the 2019 tax year. When added to the regular deferral amount, my annual maximum contributions will not exceed the 2019 limit of \$38,000. I have designated my NRA year below. I also understand that I must have "underutilized amounts" by not contributing that maximum amount available to me under this Plan in any prior calendar years in which I was eligible to participate. I have communicated with an Empower Retirement representative to verify this amount as indicated below.			
NRA Year _____		Underutilized Amount \$ _____	
C. Participant Consent <i>(Please sign on the "Participant Signature" line below.)</i>			
I understand it is my responsibility to monitor my paycheck each payday to ensure that my deferred compensation deductions are made for the correct amounts. If I detect an error, I agree to notify Empower at 1-800-981-2786 or (406) 449-2408 immediately. I understand errors will be corrected only for the current payday and future deductions and retroactive corrections for errors on any previous paydays will not be made. I also understand neither my employer nor Empower are responsible for administrative errors that result in an error in any amount deducted.			
I hereby authorize and direct my employer to deduct the amount indicated above from my gross salary each pay period as selected. If utilizing the special catch-up deferral provision, I certify I am within three years of normal retirement age and acknowledge the catch-up amount is in addition to any regular deferrals. <u>I have reviewed, understand, and agree to the provisions as stated above and on the reverse side of this Agreement.</u>			
Participant Signature _____		Date _____	
D. Mailing Instructions			
Mail to: Empower Retirement 208 North Montana, Suite 106 Helena MT 59601		Fax to: (406) 449-3306 For questions call 1-800-981-2786 or 449-2408 in Helena	

**Salary Deferral Agreement
457 Plan Provisions**

Whereas the State of Montana ("Employer") has established a deferred compensation plan ("the Plan") pursuant to Internal Revenue Code Section 457; and

Whereas I, the employee, have elected to participate in the Plan by deferring a portion of my salary into the Plan, it is hereby agreed as follows:

I request and direct that my salary be reduced as of the effective date designated on the front of this form (this date cannot precede the date this agreement is signed), and that the Employer, its proper officers, agents and employees contribute these deferrals into the Plan.

I agree and understand that increasing, decreasing or stopping the amount deferred per pay period requires that a new Agreement be made.

I recognize it is my responsibility to notify my payroll center if I either terminate my employment with the State or transfer to another State agency. I recognize that my deferrals may be stopped if I transfer to another agency without notifying the appropriate payroll center or the Personnel division of the Department of Administration.

I agree and understand that all amounts deferred, all property purchased with those amounts, and the income on the amounts or property shall be maintained for the exclusive benefit of eligible employees and their beneficiaries.

I understand that §457 of the Internal Revenue Code limits the amount which may be deferred each year. It is my responsibility to monitor the amount I contribute per pay period to ensure that my total annual contributions to the Plan do not exceed the amount permitted under the Internal Revenue Code as amended from time to time. I may need to decrease the amount I contribute to the Plan by making a new Agreement, to avoid contributing excess amounts.

I understand that this Agreement is irrevocable as to salary earned while the Agreement is in effect. However, I may terminate the Agreement at any time with respect to amounts not yet earned by submitting written notice to the Employer. I understand that the Employer will reduce my salary pursuant to the terms of this Agreement only to the extent that the amount of my gross salary for any pay period exceeds the amount I have elected to defer in any pay period.

In consideration of the Employer's compliance with the terms of this Agreement, I agree to hold Employer, its members, officers, agents, employees, successors and assigns harmless from and against any and all liability whatsoever arising out of or in connection with this Agreement, including but not limited to any costs or tax penalties that I may incur as a result of or in connection with the authorization and direction given by me in this Agreement.

Nothing in this form is to be considered investment or tax advice from the State of Montana.