

Salary Reduction Agreement
401(k) Plan (Traditional and Roth)
457 Plan
Longevity and Bonus

Send completed forms to:
Great-West Retirement Services
545 Mainstream Drive
Suite #407
Nashville, TN 37228
Fax 615-256-5280

98986-02

98986-01

\* Higher Ed employees provide to your institution.

1. Participant Information

Form fields for participant information: Last Name, First Name, MI, Address - Number & Street, City, State, Zip Code, Home Phone, Work Phone, State (Department), TBR (Campus Name), UT, Local Government.

Form fields for participant information: Social Security Number, E-Mail Address, Gender (Female/Male), Date of Birth (Mo, Day, Year), Date of Hire (Mo, Day, Year), Paid frequency (Monthly (P2), Bi-weekly, Semi-Monthly (P1), Other).

2. Payroll Elections

Note: Your annual deferral cannot exceed the lesser of 100% of your eligible compensation or \$17,500 per plan for the 2013 calendar year. State and Higher Education, and certain Local Governments may enroll in both plans. 401(k) Plan deferrals of State employees may be eligible for a match, subject to annual appropriation. \*Minimum of \$10.00 per pay period or \$20.00 a month.

A. Elect your 401 (k) and 457 DEFERRAL AMOUNTS:

Three lines for authorizing deductions: 401(k) pre-tax, 401(k) designated Roth after-tax, and 457(b) pre-tax from gross pay per pay period.

B. LONGEVITY DEFERRAL AMOUNTS: Designate longevity deferral to one of the following plans.

Three lines for authorizing longevity deferrals: 401(k) pre-tax, 401(k) designated Roth after-tax, and 457(b) pre-tax from gross pay per pay period.

C. BONUS DEFERRAL AMOUNTS: Designate longevity deferral to one of the following plans.

Three lines for authorizing bonus deferrals: 401(k) pre-tax, 401(k) designated Roth after-tax, and 457(b) pre-tax from gross pay per pay period.

3. Required Signature

My signature acknowledges that I have read, understand and agree to all pages of this form and affirms that all information that I have Provided is true and correct. I also understand that:

- Until cancelled, superseded or I cease to be an eligible employee, all election(s) shall apply to all eligible compensation allowed by the Plan paid from the effective date specified unless a different effective date is required under the terms of the Plan and cancels all previous elections.
• I may change the dollar amount or percentage of compensation contributed as allowed under the terms of the Plan.
• It is my responsibility to comply with any Internal Revenue Code deferral limits and that I may be responsible for any costs, including taxes and penalties that I may incur as a result of excess contributions.
• My Plan Administrator/Trustee may take any action that may be necessary to ensure that my participation is in compliance with any applicable requirement of the Plan Document and the Internal Revenue Code.
• I authorize the payroll deduction as indicated on this form.
• The effective date for State employees will be 30 days from completion of this form.

Any person who presents false or fraudulent information is subject to criminal and civil penalties.

Participant Signature (required)

Date (required)

**Salary Reduction Agreement**  
**401(k) Plan (Traditional and Roth), 457 Plan, and Longevity**  
[www.tn.gov/treasury/dc](http://www.tn.gov/treasury/dc)

Whereas the employer, hereinafter referred to as “Employer” has established a 401(k) Plan and a 457 Plan, hereinafter referred to as “the Plan(s)” pursuant to Internal Revenue Code (IRC) Section 401(k) and IRC § 457; and

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

I have received a copy of the applicable 401(k) and 457 Deferred Compensation Plan(s) and understand the terms and provisions thereof.

That the Deferred Compensation Plan(s) is/are incorporated into this Participation Agreement and that these together constitute my entire rights and obligations under the Plan.

I hereby request and direct that my salary be reduced as of the next applicable pay period after this form is processed or, for State employees & Higher Education employees, 30 days from completion of this form.

Under applicable Treasury Regulations, I agree and understand that increasing, decreasing or stopping the amount deferred per pay period requires that a new Agreement be made, unless I experience an unforeseeable emergency (as defined by the internal revenue service), in which case deferrals will automatically cease for a minimum time period as designated by the Plan. I understand that my employer may limit the number of times I am permitted to make a change in any calendar year. I understand that a Roth after tax deferral is subject to timing restrictions to avoid tax consequences of early disbursement.

I understand that the Internal Revenue Code limits the amount that I may contribute to a 401(k) Plan and or to a 457 plan. It is my responsibility to monitor the amount I contribute per pay period to ensure that my total annual deferrals to the Plan(s) do not exceed the amount permitted under the Internal Revenue Code as amended from time to time. Additionally, during the three calendar years ending prior to my normal retirement age as defined by the 457 Plan, I may be eligible to contribute a catch-up amount if I did not contribute the maximum allowable amount during any year I was eligible to participate in the 457 plan. I understand that a catch-up contribution may not be made during the calendar year of my normal retirement age. Any elective deferral in excess of the applicable limit must be included in my gross income for the year of deferral.

I understand that this Agreement is legally binding and irrevocable as to salary earned while the Agreement is in effect; except that the Employer may reduce the amount of the salary reduction if it is determined that such amount will exceed the limitations of Internal Revenue Code.

That the amount deferred in accordance with this Agreement shall be paid out only in accordance with the provisions of the Deferred Compensation Plan(s), which specifically prohibits any payouts as long as I continue in employment with the State except in the case of severe financial hardship as determined by the Plan Administrator or only if deferred to the 401(k) plan at age 59½. Financial hardships are defined differently for the 457 plan and the 401(k) plan by law.

This Agreement shall continue in effect until terminated. Either I or my Employer may terminate this Agreement with respect to amounts not yet earned by me by informing the other party in writing. I understand that the Employer will reduce my salary pursuant to the terms of this Agreement by the amount I have elected to defer in each pay period to the extent that my net pay will allow.

In consideration of 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. In addition, the State shall not be responsible for any loss due to investment of funds and assets in said Deferred Compensation Plan account, nor shall the State of Tennessee be required to replace any loss whatsoever which may result from said investments.