



HUMAN  
RESOURCES

# Retirement Plan

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## Summary Plan Description

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This brochure is not a contract. In the interest of simplicity, coverage is described in rather general terms. The extent of your coverage at all times is governed by the complete terms of the plan documents for the Vanderbilt University Retirement Plan and Vanderbilt University New Faculty Plan, the contracts between Vanderbilt University and Fidelity Investments (Fidelity), the Teachers Insurance Annuity Association (TIAA), the College Retirement Equities Fund (CREF), Variable Annuity Life Insurance Company (VALIC) and the contracts between you and Fidelity, TIAA-CREF, VALIC and such other regulated investment companies as the Plan Administrator may designate from time to time pursuant to his authority under the Plans (collectively, the “Contracts”).

## **ESTABLISHMENT AND PURPOSE OF THE PLANS**

This Summary Plan Description summarizes the provisions of the Vanderbilt University Retirement Plan as of January 1, 2020.

The purpose of the Plans is to provide retirement benefits for the faculty and staff of the University and other entities that are eligible to adopt the Plans and do adopt the Plans (collectively, the “University”). The Plans are intended to meet the requirements of Section 403(b) and other relevant sections of the Internal Revenue Code (“IRC”), so that the contributions to the Plans will, to the extent allowed by law and elected by the participant, be excluded from the gross income of members of the faculty and staff for the taxable year.

Any conflict between the statements made in this Summary Plan Description and the plan documents for the Plans and/or the Contracts will be subject to and controlled by the provisions more fully set forth in the plan documents and the Contracts, which are available to you upon request at the Plan Administrator’s office as more fully explained in the statement of ERISA rights at the end of this document.

This Summary Plan Description contains a general description of the Plans and a discussion of how the Plans work. This Summary Plan Description is not a contract, nor a guarantee of employment. Nothing contained in this Summary Plan Description gives an Eligible Employee or Plan participant any rights to employment. Eligible Employees and Plan participants employed by the University are subject to its policies on discharge, discipline or layoff. If you terminate your employment, your benefit will be based on the provisions of the applicable Plan in effect when you terminate. Because of laws, government regulations and a wide variety of possible exceptions to the situations described in this Summary Plan Description, the information provided here is merely a general summary of the most important provisions and most common situations associated with your participation in the applicable Plan.

While no major revisions to the Plans are planned at this time, you should be aware that changes might occur at some point during your employment and that the University retains the right to amend or terminate the Plans at any time. You should know that the Plan Administrator has full power, authority and discretion to interpret the provisions of the Plans, and its determinations, reached in good faith, of any issue of fact or law under the Plans are final and binding.

## **ELIGIBILITY**

### **Vanderbilt University Retirement Plan**

All Eligible Employees of the University are eligible to participate in the Vanderbilt University Retirement

Plan, generally starting on the first day of the first full month after the date they commence employment with the University.

## **SOURCES OF CONTRIBUTIONS TO THE PLANS**

### **Mandatory Deferrals and Mandatory Matching Contributions**

*Mandatory Deferrals* – Each Eligible Employee who is eligible to participate in the Vanderbilt University Retirement Plan, who is on the University payroll, and has completed one (1) Year of Eligibility Service must make Mandatory Deferrals to that Plan from his or her Salary.

. An employee is on the University payroll for this purpose only if he or she is classified as a common law employee and is paid directly by the University.

Mandatory Deferrals begin as soon as practical after an employee becomes subject to the requirement to make them, which generally is the first pay period of the first full month after that date.

The amount of the Mandatory Deferrals is 3% of Salary for most employees, is not required for employees in a collective bargaining unit who have elected not to participate in the union-sponsored plan for union employees and instead to participate in the Plans.

*Mandatory Matching Contributions* – The University also makes matching contributions with respect to participants' Mandatory Deferrals, subject to certain limitations. These matching

contributions are referred to as “Mandatory Matching Contributions.” The amount of the Mandatory Matching Contributions is determined as follows:

- a) For an Eligible Employee who has completed one (1) Year of Eligibility Service or is a Faculty Employee who is eligible to participate in the Plan, the amount is 100% of the employee’s Mandatory Deferrals up to 3% of Salary.

However, the following employees are not required to participate in Mandatory Deferrals or eligible to receive Mandatory Matching Contributions:

- b) Employees who have not attained age twenty-one (21);
- c) Employees in a collective bargaining unit who participate in a union-sponsored plan;
- d) Employees in Vanderbilt Temporary Services
- e) Part-time faculty members (except those designated as “full-status, partial-load”);
- f) Full-time temporary faculty members; and
- g) Faculty members whose positions include the term “adjunct,” “adjoin,” “visiting,” “emeritus,” or “in-residence.”

## **Elective Deferrals and Regular Matching Contributions**

*Elective Deferrals* – Each Eligible Employee who is eligible to participate in the Vanderbilt University Retirement Plan is eligible to make Elective Deferrals to that Plan from his or her Salary.

Elective Deferrals are voluntary, are in addition to any Mandatory Deferrals, and require completion of a Salary Reduction Agreement. They begin as soon as practical after the Salary Reduction Agreement is received in Human Resources, which generally is within 1 to 2 pay periods after it is received. The most current Salary Reduction Agreement must be used and it must be completed in its entirety to be accepted. There is no requirement that an employee participate in any other benefit or coverage arrangement offered by the University to make Elective Deferrals.

*Matching Contributions* – The University also makes matching contributions with respect to participants’ Elective Deferrals, subject to certain limitations. These matching contributions are

referred to simply as “Matching Contributions.” The amount of the Matching Contributions is determined as follows:

- h) For an Eligible Employee who has completed one (1) Year of Eligibility Service or is a Faculty Employee who is eligible to participate in the Plan, the amount is 100% of the employee’s Elective Deferrals up to 2% of Salary, but only if the employee has elected to make Elective Deferrals of at least 2% of Salary in addition to Mandatory Deferrals.
- i) For an Eligible Employee with one (1) Year of Eligibility Service in a collective bargaining unit who has elected not to participate in the union-sponsored plan for union employees and instead to participate in the Plans, the amount is 100% of the employee’s Elective Deferrals up to 5% of Salary, but only if the employee has elected to make Elective Deferrals of at least 5% of Salary.

Elective Deferrals up to the 2% and 5% limits described above may be referred to as “voluntary” Elective Deferrals. Elective Deferrals in excess of these limits may be made, but they will not be matched.

The employees listed above who are not eligible to receive Mandatory Matching Contributions also are not eligible to receive Matching Contributions.

#### Roth Elective Deferrals

An Eligible Employee may allocate part or all of the employee’s Elective Deferrals to a Roth 403(b) account on his or her Salary Reduction Agreement. Elective Deferrals to a Roth 403(b) account are subject to tax at the time they are contributed, but subsequent distributions are not subject to tax provided certain IRC requirements are satisfied. No employee will be permitted to make any after-tax contributions to the Plans other than Roth 403(b) contributions.

### **Reemployment**

An Eligible Employee who previously completed one Year of Eligibility Service with the University and is reemployed by the University will be required to complete the eligibility requirements at their rehire date to participate in the Vanderbilt University Retirement Plan.

### **Contributions During a Leave of Absence**

If an Eligible Employee is absent from work because of a bona fide leave of absence, Mandatory Deferrals and Elective Deferrals under the Plans will continue to the extent that Salary continues

and the Salary Reduction Agreement is not revised, and Matching Contributions and Mandatory Matching Contributions will continue subject to the employee's continued deferrals and the general qualifications under the Plans for receiving such contributions.

### **Contributions While on Long-Term Disability**

If an employee, at the time of his or her approved disability by the University's Long-term Disability insurance carrier, is covered by the disability waiver of premium benefit, contributions to the applicable Plan on behalf of the employee will continue after the long-term disability benefit has been approved under the terms of the Long-term Disability Insurance contract in place at the time and subject to applicable law and any other limits set forth by the insurance coverage policy with the University's long-term disability carrier.

### **Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA)**

Individuals reemployed under the provision of USERRA will be treated as not having incurred a break in service with the University by reason of such employee's period or periods of service in the Uniformed Services. An employee will be entitled to benefits that are contingent on Mandatory Deferrals or Elective Deferrals only to the extent that the employee makes such payments. No such payments may exceed the amount the employee would have been permitted or required to contribute had the employee remained continuously employed by the University throughout the period of service in the Uniformed Services.

Payments to the applicable Plan will be made beginning with the date of reemployment. Such payments will be made over a period of time that is three times the period of the employee's service in the Uniformed Services; such payment period will not exceed five years.

For the purposes of computing the University's liability or the employee's contributions, the employee's compensation during the period of service will be computed:

- j) as the rate the employee would have received but for the period of Uniformed Service, or
- k) on the basis of the employee's average rate of compensation during the 12-month period immediately preceding such period.

Contributions under the provisions of USERRA and Section 414(u) of the IRC are not treated as contributions in the year the contributions are made, but in the year to which they relate for the purposes of the Section 402(g) and Section 415 limits.

### **LIMITS ON CONTRIBUTIONS TO THE PLANS**

The Plans and the IRC limit the maximum contributions you may make to the Plans. The limits set by law are subject to change on an annual basis.

## **Limits on Elective Deferrals**

*General Limit* – An employee’s Elective Deferrals for a year may not exceed the limit in Section 402(g) of the IRC. The limit is \$19,500 in 2020, unless one of the special rules described below applies.

*Special 403(b) Lifetime Catch-Up Contribution Limit* – The special 403(b) Lifetime Catch-Up Contribution limit is available only to employees who elected to take advantage of the limit before April 1, 2015. If you have completed at least 15 years of service, you might be eligible to make Elective Deferrals to the applicable Plan of up to \$3,000 per year more than the general Section 402(g) limit. These additional contributions are called “403(b) Lifetime Catch-Up Contributions.” A “year of service” for this purpose generally means each full year during which you were a full-time employee of the University, plus fractional credit for each part of a year during which you were either a full-time employee for a part of a year or a part-time employee of the University. 403(b) Lifetime Catch-Up Contributions are subject to a \$15,000 lifetime cap, and also a cap based on the amount of your previous total Elective Deferrals to the Plans.

*Special Age 50 Catch-Up Contribution Limit* – If you will be age 50 or older by the end of the Plan Year, and have otherwise deferred the maximum amount allowed under the applicable Plan due to IRC and Plan limits and/or restrictions, you are eligible to make additional Elective Deferrals to the applicable Plan in excess of the general Section 402(g) limit. These additional contributions are called “Age 50 Catch-Up Contributions” The maximum dollar amount of age 50 catch-up contributions is \$6,500 for 2020, and is adjusted for cost-of-living after 2020 to the extent provided under the Code.

*Coordination of Contributions with Other Defined Contribution Plans* – The contribution limits under Section 402(g) generally apply to all the elective deferrals an employee makes. An employee participating in two salary reduction plans with separate employers must count all the elective deferrals made under both plans in applying the limit. This includes contributions to another Section 403(b) plan, a Section 401(k) plan, or a SIMPLE (Savings Incentive Match Plan for Employees) retirement account under Section 408(p). Any Employee making contributions to other retirement accounts must notify and report the contributions to Human Resources by calling 615-343-4788 or emailing [human.resources@vanderbilt.edu](mailto:human.resources@vanderbilt.edu). However, contributions to a Section 457(b) plan are not combined with contributions to plans governed by Section 403(b) or Section 401(k) when applying the limits.

*Correction of Excess Elective Contributions* – An employee’s Elective Deferrals in excess of the Section 402(g) limit, and the applicable earnings or losses, will be distributed to the employee as taxable compensation no later than April 15 of the next following Plan Year or as soon as administratively practicable. The Plan Administrator will take elective deferrals under other salary reduction plans that are subject to the same Section 402(g) limit into account in determining whether Elective Deferrals under the applicable Plan exceed the Section 402(g) limit

if the employee provides information about the other elective deferrals that is accepted by the Plan Administrator.

The Plan Administrator or the relevant retirement account vendor, as the case may be, shall determine, in a uniform and nondiscriminatory manner, whether the distribution of excess Elective Deferrals for a year will be made first from the participant's pre-tax Elective Deferrals or Roth Elective Deferrals, or a combination of both, to the extent both Elective Deferrals and Roth Elective Deferrals were made for the year, or may allow the participant to specify otherwise.

Matching Contributions with respect to excess Elective Deferrals will be forfeited.

### **Limits on Mandatory Deferrals, Mandatory Matching and Matching Contributions**

An employee's Mandatory Deferrals, Mandatory Matching Contributions and Matching Contributions are based, in part, on the employee's Salary. The amount of Salary that may be taken into account for this purpose may not exceed the limit in Section 401(a)(17) of the IRC, which is \$285,000 in 2020.

Under Section 401(m) of the IRC, Matching Contributions must satisfy a special test to be sure they do not discriminate in favor of Highly Compensated Employees. The University may make additional contributions, called "Qualified Nonelective Contributions," for non-Highly Compensated Employees to help ensure that this test is satisfied. If the test is not satisfied, Matching Contributions which exceed the allowable limit, and the applicable earnings or losses, will be distributed to Highly Compensated Employees as taxable compensation no later than the last day of the next following Plan Year.

### **Overall Limit on All Contributions**

An employee's total Mandatory Deferrals, Elective Deferrals (excluding any Age 50 Catch-Up Contribution), Mandatory Matching Contributions and Matching Contributions may not exceed the limit in Section 415 of the IRC, which is \$57,000 in 2020 (or 100% of your includible compensation, if that is less).

Under Section 415 of the IRC, employees who hold 50% or greater ownership of another company and participate in the other company's qualified retirement plan, must report contributions made to that plan on an annual basis to Human Resources for purposes of aggregating total contributions for this purpose. Forms to report these contributions are available on the Human Resources Website.



## **INVESTMENT OF CONTRIBUTIONS**

### **Funding Medium/Retirement Account Vendors**

The Plans are administered by Fidelity Investments. Additional information may be found in the literature provided to participants free of charge on Fidelity NetBenefits:

[www.netbenefits.com/vanderbilt](http://www.netbenefits.com/vanderbilt).

Contributions are deposited to mutual fund accounts or to other investment options offered through Fidelity, as directed by each participant. The participant must complete the appropriate applications in order for the Fidelity Custodial Accounts to be established. If no application, or an incomplete application, is submitted prior to eligibility, the contributions will be placed in a default account as indicated in the Plan documents or as otherwise established by the Plan with one or more of the available retirement account vendors.

[TIAA-CREF and VALIC annuities, are frozen as funding options after April 1, 2015.]

### **General Rules Regarding Allocation of Contributions**

Plan contributions will be forwarded to Fidelity in the proportion elected by the participant if a Salary Reduction Agreement is on file. Contributions will be designated as Mandatory Deferrals and/or Elective Deferrals or both.

The participant may change his or her allocations for future contributions as frequently as permitted by the Plan Administrator but subject to the limitations imposed by the retirement account vendor.

### **Designation of Participant's Contributions**

Contributions to the Fidelity account may be designated to any one of several of the portfolios offered by Fidelity to participants in all the Plans.

### **Designation of Matching Contributions**

University Matching Contributions and Mandatory Matching Contributions on behalf of a participant will be contributed to the participant's account on a before-tax basis and will be invested in the same manner as the respective designations by such participant for the first 3% Mandatory Deferrals and the first 2% of his or her Elective Deferrals.

### **Investment Statements**

The retirement account vendors send each participant a quarterly report of premiums and benefits that summarizes the status of his or her account. These reports may be received via postal mail or electronically. Similar reports or benefits illustrations may be obtained by a

participant upon termination of employment or at any other time by writing directly to the respective retirement account vendor.

The participant is responsible for reviewing these reports for accuracy and reporting necessary corrections before the issuance of the next report in order to obtain full and timely correction. The University will not be responsible for correction of a participant account error after six (6) months from the contribution date.

It is the responsibility of the participant to notify the University and the applicable retirement account vendor of any change of name and/or address.

## **RETIREMENT AND OTHER PAYOUT OPTIONS**

### **Vesting**

All contributions are immediately vested and are under the investment control of the participant, subject to the investment rules or restrictions of the Plans or applicable retirement account vendor.

### **Minimum Distributions**

With certain exceptions, benefits must commence, to each participant, no later than April 1 following the end of the calendar year in which he or she reaches age 72 or retires, whichever occurs last. Minimum distributions are not eligible to be rolled over to another qualified retirement plan.

### **Retirement Distributions**

**Fidelity:** Upon retirement, the participant will be entitled, under the terms of his or her Custodial Account, to receive a lump sum distribution of the balance of all funds or periodic payments. Arrangements may be made to convert funds to an Annuity providing lifetime income with various options including survivor benefits.

**TIAA-CREF and VALIC:** Upon retirement, the participant will be entitled, under the terms of his or her Annuity Contracts, to receive a monthly or other periodic income under one of the options set forth in such Contracts. All options provide a lifetime income for the participant and all options except one also provide for income to a spouse or other Beneficiary. If permitted by the account the funds are in, a lump sum distribution may also be elected.

Descriptions of the income options are contained in the investment company packets available on the vendor websites.

## **Distributions Upon Termination of Employment**

If a participant in the Plan terminates employment and requests distribution of a portion or the balance of his or her account, the University must first verify termination of employment. Such distributions must also meet the conditions under which the insurance or investment company will make distributions.

Distribution will result in the payment to the participant of the portion of the account value attributable to his or her contributions and employer contributions, less any administrative charges. Amounts paid to the participant upon distribution will be in full satisfaction of the participant's right to retirement and/or death benefits attributable to such amount distributed.

Additional information about these conditions and charges can be obtained from Human Resources.

## **Spousal Rights**

*Pre-Retirement Joint and Survivor Benefits for Spouse* – In accordance with the law, the Plans provide that, unless waived by the spouse, the surviving spouse of a participant who dies before the date on which the participant becomes entitled to receive benefits will be entitled to a death benefit that is at least equal to one-half of the participant's TIAA-CREF, VALIC, and Fidelity accounts. This benefit is payable in the form of a pre-retirement survivor Annuity (unless another available form is elected by the spouse). The remaining one-half of the participant's accounts will be payable as a benefit to his or her Beneficiary.

Under the law, after reaching age 35 (or at any time after termination of employment with the University, regardless of age), a married participant, with the written consent of his or her spouse, may elect in writing to waive this pre-retirement survivor Annuity to the participant's spouse in favor of payment to another Beneficiary.

*Post-Termination and Post-Retirement Joint and Survivor Benefits for Spouse* – Unless otherwise elected, any participant who is married when he or she becomes entitled to receive benefits will have his or her benefits paid in the form of a joint and survivor Annuity. That is, by periodic payments to the participant during his or her life and thereafter to the surviving spouse for life in the amount of fifty percent (50%) of the amount payable to the participant. This survivor benefit can be waived by the spouse by electing another form of payment at the time of distribution on forms currently provided by Fidelity, TIAA-CREF and VALIC.

The Plan Administrator will be entitled to rely on a participant's indication of marital status if such indication was submitted to the University at least six months prior to the distribution date. Further information about spousal rights to the survivor Annuity and the waiver may be obtained from Human Resources.

*Qualified Domestic Relations Orders (QDROs)* – The anti-assignment and alienation rules under ERISA and the IRC are intended to ensure that a participant’s retirement benefits are available to provide financial support during the participant’s retirement years. The law allows a limited exception to provide for the assignment of retirement benefits through a QDRO. Under this exception, a QDRO may assign some or all of a participant’s retirement benefits to an Alternative Payee.

The Plan Administrator or trustees will provide the Alternative Payee with access to plan information and participant benefit information that is sufficient to prepare a QDRO. This information may include the summary plan description, relevant plan documents, and a statement of the participant’s account information.

Under Federal law the Plan Administrator is initially responsible for determining whether a domestic relations order is qualified. This determination must be made within a reasonable time and the Plan Administrator must then promptly notify the participant and each Alternative Payee of the determination. It is the opinion of the Department of Labor that jurisdiction to challenge a plan administrator’s decision about the qualified status of a domestic relations order lies exclusively with the Federal courts.

While the status of the domestic relations order is being determined, ERISA requires that the Plan Administrator or trustees separately account for the amounts that would be payable to an Alternative Payee if the order is determined to be qualified. The law does not require the Plan Administrator or trustees to preserve the segregated amounts for more than 18 months. The 18-month period begins on the first date that the order would require payment to the Alternate Payee after the Plan receives the order.

## **In-Service Hardship Withdrawals**

Hardship withdrawals are subject to Internal Revenue Code § 1.401(k)-1(d)(3)(iii)(B) and § 1.403(b)-6(d)(2) and the terms of the custodial agreement. Hardship withdrawals will be considered taxable income and may be subject to a 10% penalty if withdrawals occur prior to age 59½. Withdrawal of benefits before termination of employment or age 59½ may be made only on Elective Deferrals made by the participant and only on account of an immediate and heavy financial need, defined as:

- a) Expenses incurred or necessary for medical care, described in Section 213(d) of the Code, of the Participant, the Participant's spouse or dependents, or the Participant's primary Beneficiary (as defined in Q&A-5 of IRS Notice 2007-7);
- b) Costs directly related to the purchase of a principal residence for the participant (excluding mortgage payments);

- c) Payment of tuition and related educational fees for the next 12-months of postsecondary education for the participant, the participant's spouse, children or dependents, or the participants primary Beneficiary;
- d) Payments necessary to prevent the eviction of the participant from the participant's principal residence or foreclosure on the mortgage on that residence;
- e) Funeral or burial expenses for the participant's deceased parent, spouse, child or dependent, or the participant's primary Beneficiary; or
- f) Expenses to repair damage to the Participant's principal residence that would qualify for a casualty loss deduction under IRC Section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income).
- g) Expenses or losses incurred as a result of a federal declared disaster, provided the Participant's principal residence or principal place of employment at the time of the disaster was located in the area designated by FEMA for individual with respect to the particular disaster.

A withdrawal in a case of an immediate and heavy financial need is limited to the amount necessary to satisfy the hardship. A withdrawal is considered necessary to satisfy an immediate and heavy financial need of the Participant only if:

- a) The withdrawal is not in excess of the amount of the immediate and heavy financial need (including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the withdrawal);
- b) The participant has obtained all withdrawals, under all plans maintained by the University, other than hardship withdrawals, and all nontaxable loans under all plans maintained by the University (except to the extent such actions would be counterproductive to alleviating the financial need);
- c) The Participant represents (in writing or by an electronic medium) that he or she has insufficient cash or liquid assets reasonably available to satisfy the financial need; and
- d) For hardship withdrawals made on or before December 31, 2019, under all plans of the University, the Participant is suspended from making any Elective Deferrals for a period of six (6) months from the date the withdrawal payment is made.

The total amount of hardship withdrawals under this Plan may not exceed the total amount of the Participant's Elective Deferrals held in accounts at Fidelity. No more than two (2) hardship withdrawals may be made per calendar year, and all hardship withdrawals are subject to appropriate verification. No hardship withdrawal may be made from any investment earnings, Mandatory Deferrals, Matching Contributions, Mandatory Matching Contributions, Qualified Nonelective Contributions, Rollover Contributions or frozen Annuity Contracts held at TIAA-CREF or VALIC. The participant must initiate renewed participation in the voluntary portion after six months, if desired, by submitting an appropriate Salary Reduction Agreement.

## **In-Service Withdrawals**

Subject to the terms of the applicable custodial agreement or Annuity Contract, a participant may withdraw any amount from the participant's account at any time after he or she attains age 59½, regardless of whether the participant has terminated employment. Any such withdrawal is subject to the notice and spousal consent requirements regarding the availability of a joint and survivor Annuity.

## **Reservist and Active-Duty Distributions**

Subject to the terms of the applicable custodial agreement or Annuity Contract, a participant may withdraw any amount from the participant's account if he or she, by reason of being a member of a reserve component of the military, is ordered or called to active duty for a period of more than 180 days or for an indefinite period that is made during the period beginning on the date of such order or call to duty and ending at the close of the active duty period.

Subject to the terms of the applicable custodial agreement or Annuity Contract, a participant will be treated as having a severance of employment for distribution purposes during any period the participant is performing service in the Uniformed Services. A participant who elects to receive a distribution pursuant to this rule will be suspended from making any Elective Deferrals for a period of six months from the date the distribution is made.

## **Distributions of Small Accounts**

Subject to the terms of the applicable custodial agreement or Annuity Contract, distributions may be made in the form of a lump-sum payment, without the consent of the participant or his or her Beneficiary, for any account with a balance of \$1,000.00 or less.

## **Loans**

Taking a loan allows active participants to borrow money from Elective Deferrals within the applicable Plan. How much is available depends on the amount of elective contributions you currently have in the plan and whether you have other outstanding loans. The amount of the loan must be at least \$1,000.00, and only one loan is permitted at a time (disregarding any loans from frozen Annuity Contracts). Loans may be made only from pre-tax Elective Deferrals (not Roth Elective Deferrals) and rollover contributions. Effective April 1, 2015, new loans may not be made from Annuity Contracts. A new loan will not be allowed if any default occurs on any loan by the participant or Beneficiary. No loan may be made to a married Participant unless the Participant obtains the consent of his/her spouse, if any, to the use of the Account as security for the loan. Contact Fidelity for the amount available, interest rate, applicable fees and to apply for a loan.

## **Death Benefits**

If a participant dies prior to the commencement of retirement benefit payments as described

above, the full current value of the Annuity and Custodial Account accumulation, including the portion attributable to Plan contributions made by the University, is then payable, to the Beneficiary or Beneficiaries named by the participant. Benefits are payable in either a single sum, or if the participant had an Annuity, under any one of the income options offered by the insurance company. Other payout options may be available if the Beneficiary is a surviving spouse.

## **TRANSFERS AND ROLLOVERS**

### **Transfers and Rollovers into the Plan**

The Plans accept rollovers of Eligible Rollover Distributions from other Eligible Retirement Plans if they are taxable distributions or nontaxable distributions from Roth elective deferral accounts. Only active participants in the Plans may roll over money into the Plans. Such rollover contributions may be made in the form of cash only. The Plan Administrator may require documentation from the distributing plan to effectuate the rollover and to confirm that it is an Eligible Retirement Plan. Subaccounts will be established for any rollover contributions.

### **Transfers and Rollovers out of the Plan**

Funds may also be rolled over from the Plans to another Eligible Retirement Plan without being subject to tax provided that they are properly rolled over and the participant is eligible for a distribution. A proper rollover requires:

- e) that all or a portion of the balance be paid to the participant in an Eligible Rollover Distribution;
- f) the participant rolls any distributions he or she receives to Eligible Retirement Plan; and
- g) that the rollover be completed within 60 days of the participant's receipt of the distribution.

Distributions that are not properly rolled over are includible in the participant's gross income and may be subject to a tax penalty for early withdrawal. Unless the rollover is made in the form of a Direct Rollover, all Eligible Rollover Distributions are subject to 20% mandatory income tax withholding, even if they are subsequently properly rolled over. If an Eligible Rollover Distribution is less than \$500, the distributee will not have the option of rolling over only a portion of the distribution. Generally surviving spouses and Alternate Payees under QDROs are treated the same as participants for purposes of these rules. However, distributions to nonspouse Beneficiaries generally may be made only to Individual Retirement Accounts or annuities ("IRAs") described in Section 408(a) or 408(b) of the IRC that are established on behalf of the Beneficiary and will be treated as inherited IRAs.

Direct rollovers are not allowed for distributions of less than \$200.

A direct rollover of a distribution from a Roth subaccount under an applicable Plan will be made only to another Roth subaccount in an Eligible Retirement Plan or a Roth IRA described in

Section 408A. The \$200 limit and \$500 rule above apply separately to distributions from Roth subaccounts and taxable distributions.

## **APPLICATION FOR BENEFITS**

Benefits provided by TIAA-CREF and VALIC annuities and Fidelity mutual funds or other investment options to which Plan contributions have been applied, will be payable by TIAA-CREF, VALIC and Fidelity upon receipt by each respective company of a satisfactorily completed application for benefits and supporting documents. The insurance or investment companies will provide the necessary instruction to the participant or Beneficiary. The Plan is required to verify that the participant has either separated from service or reached the required age, and that appropriate spousal consent has been provided, before distributions are allowed.

## **INFORMATION AND CLAIMS PROCEDURES**

Requests for information, claims, or service of legal process concerning eligibility, participation, contributions, or other aspects of the Plans should be directed in writing to the Plan Administrator of the applicable Plan. The following rules describe the claims procedure under the Plan:

*Filing a claim for benefits* – A claim or request for plan benefits is filed when the requirements of a reasonable claim-filing procedure have been met. A claim is considered filed when a written communication is made to the Plan Administrator.

*Processing the claim* – The Plan Administrator must process the claim within 90 days after the claim is filed. If an extension of time for processing is required, written notice must be given to the participant before the end of the initial 90- day period. The extension notice must indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render its final decision. In no event can the extension period exceed a period of 90 days from the end of the initial 90-day period.

*Denial of claim* – If a claim is wholly or partially denied, the Plan Administrator must notify the participant within 90 days following receipt of the claim (or 180 days in the case of an extension for special circumstances). The notification must state the specific reason or reasons for the denial, specific references to pertinent plan provisions on which the denial is based, a description of any additional material or information necessary to perfect the claim, and appropriate information about the steps to be taken if the participant wishes to submit the claim for review. If notice of the denial of a claim is not furnished within the 90/180-day period, the claim is considered denied and the participant must be permitted to proceed to the review stage.

*Review procedure* – A participant or a participant's duly authorized representative has at least 60 days after receipt of a claim denial to appeal the denied claim to an appropriate named fiduciary or individual designated by the fiduciary and to receive a full and fair review of the claim. As



part of the review, the participant must be allowed to see all plan documents and other papers that affect the claim and must be allowed to submit issues and comments and argue against the denial in writing.

*Decision on review* – The Plan Administrator must conduct the review and decide the appeal within 60 days after the request for review is made. If special circumstances require an extension of time for processing (such as the need to hold a hearing if the Plan procedure provides for such a hearing), the participant must be furnished with written notice of the extension, which can be no later than 120 days after receipt of a request for review. The decision on review must be written in clear and understandable language and must include specific reasons for the decision as well as specific references to the pertinent Plan provisions on which the decision is based. For a Plan with a committee or board of trustees designated as the appropriate named fiduciary, a decision does not have to be made within the 60-day limit if the committee or board meets at least four times a year (about every 90 days). Instead, it must be made at the first meeting after the request is filed, except that when a request is made less than 30 days before a meeting, the decision can wait until the date of the second meeting following the Plan's receipt of request for review. If a hearing must be held, the committee can wait to decide until the first meeting after the hearing. However, it must notify the participant and explain the delay, which can be no later than the third meeting of the committee or board following the Plan's receipt of the request for review. If the decision on review is not made within the time limits specified above, the appeal will be considered denied. If appeal is denied, in whole or in part, the participant has a right to file suit in a state or federal court.

Requests for information concerning the TIAA-CREF Annuity Contract and their terms, conditions, and interpretations thereof, claims thereunder, any requests for review of denial of such claims, and service of legal process shall be subject to similar procedures and should be directed in writing to the Account Administrator, TIAA-CREF, 730 Third Avenue, New York, NY 10017- 3206.

Requests for information concerning the VALIC Annuity Contract and their terms, conditions, and interpretations thereof, claims there under, any requests for review of denial of such claims, and service of legal process shall be subject to similar procedures and should be directed in writing to the Account Administrator, VALIC, PO Box 15648, Amarillo, TX 79105-5648.

Requests for information concerning the Fidelity mutual fund accounts and their terms, conditions, and interpretations thereof, claims thereunder, any requests for review of denial of such claims, and service of legal process shall be subject to similar procedures and should be directed in writing to the Account Administrator, Fidelity, P.O. Box 770002, Cincinnati, OH 45273-0090.

## **AMENDMENTS**

The Plans may be amended only by or on the authority of the Board of Trust of Vanderbilt University. The Board of Trust may delegate its power and duties with respect to the Plan, including its authority to amend the Plan, to one or more officers or other employees of the University, provided that such delegation shall be set forth in writing.

## **NO TAX ADVICE**

Although the University will make reasonable efforts to assist employees in their tax planning, the University will accept no liability for the tax consequences to employees who make excess contributions to a Plan beyond the annual limitations prescribed by the IRC. Faculty and staff must take personal responsibility for tax planning when executing their Salary Reduction Agreements.

Distributions received from your Plan account, including University contributions and earnings, are subject to federal income tax as you receive the payments. Besides normal federal income taxes, an additional 10% tax applies to benefits received before age 59½, unless an exemption is allowed by current tax law.

The University recommends that you consult a professional tax advisor before you request a distribution from the Plan. Also, for more specific information on the tax treatment of distributions from qualified retirement plans, contact your local IRS office or call 1-800-TAX-FORM and ask for: IRS Publication 575, *Pension and Annuity Income*, IRS Publication 590, *Individual Retirement Arrangements*, or IRS Form 4972, *Tax on Lump-Sum Distributions*.

## **DEFINITION OF TERMS**

### **Age 50 Catch-Up Contributions**

Are defined on page 6.

### **Alternative Payee**

An individual who is assigned the right to receive all or part of a participant's benefits in accordance with a QDRO. An Alternate Payee cannot be anyone other than a spouse, former spouse, child, or other dependent of a participant.

### **Annuity**

A contract that provides income for a specified period of time, often for life.

## **Annuity Contract**

Refers either specifically to an Annuity Contract under Section 403(b)(1) or to any Section 403(b) funding vehicle, including a Custodial Account.

## **Beneficiary**

The person or persons you name to receive any benefits provided by a benefits plan in the case of your death.

## **Contracts**

Are defined on page

## **Custodial Account**

A type of funding vehicle under which assets are held by a bank or other person approved by the Commissioner of the IRS and invested in regulated investment company stock (mutual funds) as required by Section 403(b)(7) of the IRC.

## **Elective Deferrals**

Contributions that arise because of an employee's election, through a Salary Reduction Agreement, to accept a reduction in Salary in exchange for equivalent contributions to a Plan. They do not include contributions made pursuant to one-time irrevocable elections at initial eligibility to participate in a Plan nor contributions made as a condition of employment. Elective Deferrals are subject to FICA taxes.

## **Eligible Employee**

Any employee except:

- a) A student, post-doctoral fellow or trainee performing services that are exempt from social security taxes;
- b) An employee who normally works fewer than 20 hours per week. An employee normally works fewer than 20 hours per week if, for the 12-month period beginning on the date the employee's employment commenced, the University reasonably expects the employee to work fewer than 1,000 Hours of Service in such period, and, for each Plan Year ending after the close of that 12-month period, the employee has worked fewer than 1,000 Hours of Service in the preceding 12-month period; and
- c) A nonresident alien described in Section 410(b)(3)(C) of the IRC.

## **Eligible Retirement Plan**

A qualified plan described in Section 401(a) of the IRC, an annuity plan described in Section 403(a) of the IRC, an annuity contract described in Section 403(b) of the IRC, an individual retirement account or annuity described in Section 408(a) or 408(b) of the IRC, or an eligible plan under Section 457(b) of the IRC that is maintained by a state and that agrees to separately account for amounts transferred into such plan from a Plan, and that accepts an Eligible Rollover Distribution.

## **Eligible Rollover Distribution**

Any distribution of all or any portion of the balance to the credit of the distributee under a Plan, except the following and any other amounts excluded under applicable law:

- a) any distribution that is one of a series of substantially equal periodic payments made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a period of 10 years or more;
- b) any minimum distribution that is required under Section 401(a)(9) of the IRC;
- c) any hardship distribution;
- d) any distribution(s) that is reasonably expected to total less than \$200 during a year;
- e) any corrective distribution of excess amounts under Sections 402(g), 401(m), and/or 415 of the IRC and income allocable thereto; or
- f) any loan that is treated as deemed distributions pursuant to Section 72(p) of the IRC.

## **Employee**

Any common law Employee of the University or a Related Employer.

## **403(b) Lifetime Catch-Up Contributions**

Are defined on page 6.

## **Highly Compensated**

An employee is a Highly Compensated Employee for a particular calendar year (the determination year) if in the year preceding the determination year the employee received compensation in excess of a specified indexed amount (\$130,000 in 2020). Only the

compensation that is paid during the determination year and determined in accordance with IRC rules and regulations is counted.

## **Hour of Service**

Each hour for which an employee is paid or entitled to payment by the University for the performance of his or her duties, including hours for which back pay has been awarded or agreed to by the University.

An Hour of Service also includes each hour for which an employee is paid or entitled to payment for reasons (such as vacation, sickness, or disability) other than for the performance of duties during the applicable period, provided that no hours will be credited to an employee on account of payments under a plan maintained solely to comply with applicable workers' compensation, unemployment compensation, or disability insurance laws, and further provided that no more than 501 Hours of Service will be credited to an employee on account of any single continuous period during which the employee performs no duties. Hours of Service other than those credited for the performance of duties are determined by dividing payments received by or due the employee for such hours by the most recent hourly rate of compensation to the employee for the performance of duties. These hours generally are credited to the employee for the computation period or periods in which the units of time on which such payments are calculated occur, beginning with the first unit of time to which the payment relates.

The number of Hours of Service for employees for whom time records are kept is determined from University records. Hours of Service are determined in accordance with Section 2530.200b-2(b) of the ERISA regulations, as the same is amended from time to time.

## **Individual Retirement Accounts or IRAs**

Are defined on page 14.

## **Mandatory Deferrals**

Contributions that arise because of an employee's agreement, as a condition of employment, to accept a reduction in Salary in exchange for equivalent contributions to a Plan.

## **Mandatory Matching Contributions**

Are defined on page 3.

## **Matching Contributions**

Are defined on page 4.

## **Plan and Plans**

Are defined on page 1.

## **Plan Administrator**

Is defined on page 24.

## **Plan Year**

Is defined on page 25.

## **Qualified Domestic Relations Order or QDRO**

A court judgment, decree, or order that:

- a) is made pursuant to state domestic relations law;
- b) relates to the provisions of child support, alimony payments, or marital property rights for the benefit of a spouse, former spouse, child, or other dependent of a participant;
- c) creates or recognizes the existence of an Alternative Payee's right to receive, or assigns to an Alternative Payee the right to receive, all or a portion of the benefits payable with respect to a participant under a pension plan; and
- d) includes certain information and meets certain other requirements.

## **Qualified Nonelective Contributions**

Are defined on page 7.

## **Roth Elective Deferrals**

Elective Deferrals that are designated irrevocably by the Eligible Employee at the time of the Salary reduction election as Roth Elective Deferrals pursuant to Section 4.5 or 5.4.

## **Salary**

An employee's compensation received from the University or a related entity and required to be reported as wages on Form W-2, including any Elective Deferrals or other amounts contributed or deferred by the University or a related entity at the election of the employee that otherwise

would be included in such compensation, and including the amount of the parsonage allowance in the case of participants who receive a parsonage allowance, but excluding:

- e) Mandatory Deferrals (except for the purpose of determining the amount of Mandatory Deferrals, Elective Deferrals, and Matching Contributions), Mandatory Matching Contributions, Matching Contributions or Qualified Nonelective Contributions made under a Plan;
- f) amounts paid after the severance from employment, except for compensation that otherwise would be paid for a payroll period that begins before severance from employment and compensation described in Section 1.415(c)-2(e)(3)(i) (certain compensation paid within 2½ months after severance from employment) of the Treasury Regulations; or
- g) bonuses and overtime pay, any salary supplement paid to a faculty employee for retirement planning purposes, and any fringe benefits of any kind.

## **Salary Reduction Agreement**

A written or electronic agreement in which an employee agrees to accept a reduction in Salary in exchange for equivalent contributions to a Plan.

## **Summary Plan Description**

This document.

## **Uniformed Services**

Members of the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or national emergency.

## **University**

Is defined on page 1.

## **Year of Eligibility Service**

A 12-month period starting with the employee's original date of employment (or anniversary date of such employment) during which the employee has completed 1,000 or more hours of service. If any person in an eligible category of employment does not complete the required hours of service as set forth above by the first anniversary date of employment, the hours completed do not count toward establishing a Year of Eligibility Service, and a new start must be made toward meeting the hours test during the second year of employment. For an employee whose employment commences on January 1 of any year, the computation period shall include

that day, even though it is a University holiday. For this purpose, in the discretion of the University, employees may be credited with Hours of Service for, and computation periods may include, service for another entity, including an entity that is merged into or consolidated with the University or another adopting employer.

If an employee completes a 12-month period consisting of 500 or less Hours of Service, such a 12-month period constitutes a one-year “break in service.” If the employee has no accrued benefit when the break in service occurs, the employee’s Hours of Service before the break will not be counted when the employee returns to work (and thus the employee will not have any Years of Eligibility Service) if the employee’s number of consecutive one-year breaks in service equals or exceeds the employee’s total years of service earned before the break and the number of consecutive one-year breaks in service is at least five.

Solely for purposes of determining whether a one-year “break in service” has occurred, an Hour of Service also includes each normal work hour, not other credited, during which an individual is absent from work by reason of the individual’s pregnancy, the birth of a child of the individual, or the placement of a child with the individual in connection with the adoption of such child by the individual, or for purposes of caring for such child for the period immediately following such birth or placement.

## **SUMMARY PLAN DESCRIPTION**

### **Name of Plans**

Vanderbilt University Retirement Plan

### **Name of Employer or Plan Sponsor**

Vanderbilt University, Nashville, Tennessee 37240

### **Employer Identification Number (“EIN”)**



62-0476822

## **Plan Number**

001 – Vanderbilt University Retirement Plan

## **Type of Plan**

Each Plan is a defined contribution retirement plan regulated by Section 403(b) of the IRC. The Plans are not insured by the Pension Benefit Guaranty Corporation, a governmental agency which insures benefits under certain types of plans, because that agency does not insure the payment of benefits under a defined contribution plan.

## **Type of Administration**

Benefits are provided under the terms and conditions of the Retirement Plan agreement between the University and TIAA-CREF, VALIC, and Fidelity.

## **Name of Plan Administrator**

The Plan Administrator for the Plans is the Associate Vice Chancellor for Human Resources, or such other person or persons who may be appointed by the Chancellor of the University. Please direct correspondence to: Associate Vice Chancellor/Chief Human Resources Officer, Vanderbilt University PMB 407704, 2301 Vanderbilt Place, Nashville, Tennessee 37240-7704, (615) 343-4788

## **Service of Legal Process**

Service of legal process may be made on a Plan trustee or the Plan Administrator. Addresses for the insurance and investment companies can be found in the section titled Information and Claims Procedures.

## **Plan Insurance**

Each TIAA-CREF or VALIC Annuity Contract or Fidelity Custodial Account established under the applicable Plan is intended to provide a retirement or death benefit and is solely the property of the individual participant. All benefits under this plan are provided solely through individually owned mutual fund accounts and/or fully funded Annuity Contracts and, therefore, are neither subject to nor covered by federal plan termination insurance.

## **Consequences of Section 403(b) Failures**

In the event that the applicable Plan is determined to not satisfy the requirements of Section 403(b) the Plan would lose its Section 403(b) status. This would result in additional income tax withholding, FICA and FUTA taxes, FICA and FUTA withholding, and excise taxes. Should the Plan correct its failures in accordance with one of the Service's correction programs, these taxes and withholding will not be required. However, corrections of failures may result in other tax consequences.

## **Plan Year**

The "Plan Year" is January 1 through December 31 of each year. Records are maintained on the calendar-year basis for each participant.

## **Statement of ERISA Rights**

As a participant in the Vanderbilt University Retirement Plan for Faculty and Staff, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to receive information about your Plan and benefits. You may:

- Examine, without charge, at the Plan Administrator's office, all documents governing the Plan, including collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor, and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 62 for staff and age 65 for faculty) and if so, what your benefits would be at normal retirement age if you stopped working under the Plan now. This statement must be requested in writing and is not required to be given more than once every 12-months. The Plan must provide the statement free of charge.

## **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your

Plan, called “fiduciaries” of the Plan, have a duty to do so prudently, and in the interest of you and other Plan participants and Beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

## **Enforce Your Rights**

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan, and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan’s decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

## **Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## Equal Opportunity

Vanderbilt is an equal opportunity, affirmative action university. In compliance with federal law, including the provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, Vanderbilt University does not discriminate on the basis of race, sex, sexual orientation, gender identity, religion, color, national or ethnic origin, age, disability, or military service in its administration of educational policies, programs, or activities; its admissions policies; scholarship and loan programs; athletic or other University-administered programs; or employment. In addition, the University does not discriminate against individuals on the basis of their gender expression consistent with University non-discrimination policy. Inquiries or complaints should be directed to the Opportunity Development Officer, Baker Building, Vanderbilt University, PMB 401809, Nashville, Tennessee 37240. Telephone 615.322.4705.



**HUMAN  
RESOURCES**

Human Resources | Vanderbilt University

*Mail:* PMB #407704, 2301 Vanderbilt Place, Nashville, TN 37240-7704

*In Person:* 110 21<sup>st</sup> Avenue South, 10th floor, Nashville, TN 37203



