

egardless of your age, the time for thinking about retirement is now. With careful planning, you can help make your retirement years a more comfortable and secure time of life for you and your family. The Boston University Savings Program, comprised of the Boston University ("BU") Retirement Plan, the Supplemental Retirement and Savings Plan, and the 457(b) Savings Plan, provides you with a convenient way to start saving towards your retirement today.

This summary provides key terms of the BU Retirement Plan in effect as of January 1, 2018. Read the summary carefully to gain an understanding of how the BU Retirement Plan works. Please note that nothing contained in this summary can expand or otherwise modify the benefits available under the BU Retirement Plan, and if any statement in this summary is inconsistent with the terms contained in the plan document the terms of the plan document will govern.

## **About the BU Retirement Plan**

Once you have completed the necessary service requirement, the BU Retirement Plan automatically provides you with a retirement benefit in the form of University Core and Matching contributions.

The amount of these University contributions will depend on your age and salary, as well as whether you chose to contribute to the Supplemental Retirement and Savings Plan in a way that is eligible for a matching contribution from the University.

These contributions may be invested in any of the following investment vehicles: Vanguard Target Retirement Funds, Core Mutual Funds, and Core Annuities. In addition, a brokerage account is available (see "Investment Choices" for details). Contributions are made through Fidelity Investments and the Teachers Insurance and Annuity Association (TIAA).

The University's contributions are not taxable to you when made, and, investment earnings accumulate tax-free until your benefits are paid.

The University contributions will be considered taxable income to you at the time of withdrawal.

### **Eligibility**

If you are an employee of the University (other than a student), have a normal work schedule of at least 50% of a full-time schedule, and have an appointment or expected period of employment of nine months' or more, you are eligible for the BU Retirement Plan.

As an eligible employee, you are automatically enrolled in the plan beginning on the first day of the month in which you complete two years of service with the University. A year of service is a 12-month period in which you complete at least 1,000 hours of service.

Any prior eligible service with Boston University will be applied toward your two-year waiting period. These provisions apply only to the eligibility waiting period.

### **Automatic Enrollment**

Once you complete two years of eligible service, you are automatically enrolled in the BU Retirement Plan.

University contributions made on your behalf are automatically invested in a Vanguard Target Retirement Date Fund which corresponds to the year in which you will turn age 65.

You may change the fund in which your University contributions are invested at any time by contacting Fidelity Investments.

If you wish to direct your investment to TIAA, you may do so on the BU Benefits Center. You may allocate University contributions in any percentage between the funds available through Fidelity and TIAA.

Your ability to change your investment choices, or transfer investments to or from one fund to another, depends on your initial choice of investments. Some funds (such as TIAA's Traditional Annuity) have limitations on transfers out; other funds may restrict investments in and out within a short time to prevent market timing or other

manipulative practices. You should review the restrictions in each fund carefully before making your investment decision.

If you previously participated in another 403(b) or other type of tax-deferred retirement plan (such as a 401(k) plan) with a previous employer, you may be able to roll over your account balances from that plan to the Boston University Supplemental Retirement and Savings Plan, provided you meet the plan's rules and the rules of the record keepers. Human Resources can provide you with further information on rollovers.

## The University Contributions

The University contributions are comprised of a core contribution, a matching contribution, and (for some employees) a transition contribution. Once you become eligible for the plan, you automatically receive the core contribution regardless of whether you chose to contribute to the Supplemental Retirement and Savings Plan. You will only receive the matching contribution if you are contributing to the Supplemental Retirement and Savings Plan. Finally, you will only receive the transition contribution if you were age 50 or more and were participating in the BU Retirement Plan on December 31, 2017 and your eligible compensation is less than \$180,000 in the current plan year.

### **University Core Contribution**

Under the formula effective January 1, 2018, the University contributes an amount each payroll period equal to a percentage of your eligible compensation; the percentage

varies according to your age and compensation, as follows:

When Your Age Is	The University Contributes
Under 45	4% of your eligible compensation up to the Integration Level PLUS 6% of your eligible compensation above the Integration Level
45 through 49	6% of your eligible compensation up to the Integration Level PLUS 8% of your eligible compensation above the Integration Level
50 and above	7% of your eligible compensation up to the Integration Level PLUS 9% of your eligible compensation above the Integration Level

The core contribution is automatically invested in a Vanguard Target Date Fund that most closely corresponds to the year in which you will turn age 65.

For BU Retirement Plan purposes, you should be familiar with the following terms:

Eligible Compensation Eligible compensation includes your eligible compensation from the University and, if applicable, any stipend or other payments coded for payroll purposes as benefits-based overbase payments, excluding overtime, one-time payments, other overbase payments, commissions and bonuses, or the value of any employee benefits.

Federal tax law limits the maximum amount of compensation that a BU Retirement Plan may take into account for contribution purposes each year. This annual limit for 2020 is \$285,000. The limit is increased from time to time in \$5,000 increments. Please refer to the Human Resources website at www.bu.edu/hr for amount for subsequent years.

Integration Level The integration level is \$61,500 for 2020. It is adjusted each calendar year based on the Wage Base Increase calculated for purposes of the Social Security law, or the increase in the Consumer Price Index (Wages), whichever is smaller. Please refer to the Human Resources website at www.bu.edu/hr for amount for subsequent years.

An adjustment in the University's contribution percentage based on a change in your age is made at the beginning of the month in which you attain the new age.

## **University Matching Contribution**

After two years of eligible service, the University will automatically match your contribution to the Supplemental Retirement and Savings Plan dollar-for-dollar, up to 3% of your pay.

If you chose to contribute 3% of your pay to the Supplemental Retirement and Savings Plan, your total potential University contribution is as follows:

When Your Age Is	The University Contributes
Under 45	7% of your eligible compensation up to the Integration Level PLUS 9% of your eligible compensation above the Integration Level
45 through 49	9% of your eligible compensation up to the Integration Level PLUS 11% of your eligible compensation above the Integration Level
50 and above	10% of your eligible compensation up to the Integration Level PLUS 12% of your eligible compensation above the Integration Level

The matching contribution is automatically invested in a Vanguard

Target Date Fund that most closely corresponds to the year in which you will turn age 65.

# University Transition Contribution

You are eligible to receive the University transition contribution if and only if on December 31, 2017: (1) you were age 50 or more; and (2) a participant in the BU Retirement Plan. If you are an eligible participant, the University will make a special contribution on your behalf for a Plan Year in which your eligible Compensation is less than \$180,000. If your eligible plan compensation is \$180,000 or more, you will no longer be eligible to receive this contribution. The amount of the transition contribution will be equal to 1% of your eligible Compensation for the Plan Year, provided that the aggregate amount of your transition contribution plus your core contribution may not be more than \$14,988 in 2018. In the case that your core and 1% transition contribution exceeds \$14,988, your 1% transition contribution will be decreased to equal the difference between your core contribution and \$14,988.

The transition contribution is automatically invested in a Vanguard Target Date Fund that most closely corresponds to the year in which you will turn age 65

## **Investment Choices**

You choose how contributions to your account from the University will be invested from among the options available to you under the Plan. Boston University assumes no responsibility for your choice of investments. Since you choose the investment options for your account, you have the responsibility for the financial results. The BU Retirement

Plan is intended to be a participant-directed plan as described in Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended (ERISA), and Department of Labor regulations governing section 404(c) plans. This means that fiduciaries of the BU Retirement Plan are relieved of liability for any losses that are the result of investment instructions given by a participant or beneficiary under the participant-directed investment feature of the BU Retirement Plan.

You should consult a professional financial advisor for investment advice and financial planning assistance before choosing an investment option. Further information may be obtained directly from the record keepers. You should read the prospectus or other information describing an investment fund carefully before investing.

#### **Selected Investments**

The investment fund groups currently offered under the BU Retirement Plan are the Vanguard Target Retirement Funds, Core Mutual Funds, and Core Annuity Accounts. These funds were chosen by the University in order to provide participants with the option of managing their own asset allocations or allowing professional investment managers to balance the investments.

The Vanguard Target Retirement Funds are low-cost "Target Retirement Funds" that correspond to a range of target retirement years or the year in which you will turn 65, and automatically rebalance between stocks and bonds to become more conservative as you approach retirement. The Target Retirement Funds are the Plan's Designated Default Investment. These investments are available through Fidelity and are intended

to serve as "qualified default investment alternatives" that meet U.S. Department of Labor requirements. If you would like to elect these funds, you will have to establish an account with Fidelity.

Core Mutual Funds offer the flexibility to design a diverse portfolio. Participants looking for a specific asset allocation or to complement their total portfolio of investments may be best suited to choose from among the Core Mutual Funds. These investments are available through Fidelity. If you would like to elect these funds you will have to establish an account with Fidelity.

Core Annuity Accounts Choose either a guaranteed annuity that's principal protected or a variable annuity that takes on risk for greater potential rewards. These annuity investments are available through TIAA. If you would like to elect these annuities, you will have to establish an account with TIAA.

#### Other Investments

BrokerageLink® Opening a brokerage account will allow you to invest your retirement savings in mutual funds that are not included in Boston University's Selected Investments. While a brokerage account offers expanded flexibility, it also comes with additional personal responsibility and risk. The University does not select or screen these investments. That task falls to you. These investments are available through Fidelity. If you would like to elect these funds you will have to establish an account with Fidelity.

To obtain a detailed description of the investment options available, you should contact Human Resources.

### **Designated Default Investment**

Under the BU Retirement Plan and the Supplemental Retirement and Savings Plan (the "Plans"), any contributions for which you do not provide investment direction will be invested in the Plans' designated default investment (the "Plans' Designated Fund"). The Plans have selected the Vanguard Target Retirement Funds as the Plans' Designated Fund, effective December 31, 2013.

For a description of the Vanguard Target Retirement Funds, see "Investment Choices".

The Vanguard Target Retirement Funds are the Plans' Designated Funds and are intended to serve as "qualified default investment alternatives" that meet U.S. Department of Labor requirements. The Designated Fund is based on the assumption that a participant will retire at age 65. If you do not provide investment direction, your contributions will be directed to the Vanguard Target Retirement Fund closest to the year in which you turn age 65, as determined by the University, based on your date of birth.

You have the right under the Plans to direct the investment of your existing balances and future University contributions to any of the Plans' available investment options, including the right to transfer out of the Plans' Designated Fund to another investment option. Unless you provide alternative direction, the University contributions and/or the portion of your account that is currently invested in the Plans' Designated Fund will continue to be invested in this option.

### **Investment Restrictions**

There are certain restrictions on your investments. For complete, current details on restrictions, you should refer to the printed materials available from each of the record keepers. Following are explanations of some of the important restrictions.

The following rules apply to how future contributions to the BU Retirement Plan are invested:

- You may choose to have any percentage of your contributions to be contributed to the funds available through Fidelity or TIAA or both Fidelity and TIAA.
- 2. You can change your choice of where to invest future contributions at any time.

The following rules apply for moving account balances from one record keeper to another:

1. For a TIAA Group Retirement Annuity Contract (GRA) issued after June 1, 2005:

While you are employed at the University transfers can be made out of the TIAA Traditional accumulations into investments available through CREF or Fidelity by use of a transfer payout annuity over a nine-year period. At termination of service, transfers may be made from the TIAA Traditional accumulation to investments available through CREF or Fidelity over a five-year period, or, within the first 120 days following separation from service, in a lump sum, which is subject to a 2.5% surrender fee.

For a TIAA Retirement Annuity Contract (RA) issued prior to June 1, 2005:

Transfers can be made out of the TIAA Traditional accumulations

into investments available through CREF or Fidelity by use of a transfer payout annuity transferred out over a nine-year period.

- 2. Transfers out of CREF investments into TIAA, TIAA Traditional or funds available through Fidelity may be made in any amount at any time.
- 3. Transfers out of funds available through Fidelity into TIAA Traditional or CREF investments may be made in any amount at any time.
- 4. Transfers among the fund options available through Fidelity may be made at any time, but a fee may be charged if more than four transfers are made in a calendar year.

Other restrictions or requirements may apply. See the disclosure materials for any investment option you are considering.

### Statements of Your Accounts

You will receive quarterly statements by mail or online.

#### **Contribution Limitations**

Internal Revenue Code Section 415 places a limit on the total amount which may be contributed by the University and by you (before-tax, after-tax Roth, and any other after-tax non-Roth contributions) in a calendar year. If the sum of your contributions to the Supplemental Retirement and Savings Plan and the University's contributions to the BU Retirement Plan exceed any of the limits, certain IRS-mandated reductions apply.

Lastly, matching contributions by the University are subject to the requirements of Internal Revenue Code Section 401(m). If these requirements are not satisfied, matching contributions for certain participants may have to be reduced. If the 401(m) limitation should affect you, any amounts that would be reduced or returned on your behalf will be returned and mailed to you in the form of a check by your record keeper. This amount will be treated as taxable income, and you will receive a Form 1099 for the tax year in which you receive the returned contributions from your record keeper for tax filing purposes.

Refer to "How Much You and the University Contribute" for further contribution limitations.

Note: Special rules and limits apply if, during a calendar year, you also participate in another plan maintained by a business you own or control. For example, if you have consulting or other self-employment income and participate in a self-employed plan to which you make contributions, the special rules may affect you. If this situation applies to you, consult a qualified tax professional for advice.

Human Resources will assist you in calculating the limits that apply to you.

## **In-Plan Roth Conversion**

You may elect to convert all or a portion of your previously contributed employee Roth 403(b) contributions to the BU Retirement Plan Account (other than your Roth Contribution Account) to a Roth Contribution Account as an In-Plan Roth Conversion. This conversion occurs within the BU Retirement Plan. You do not receive a check and then contribute it to the BU Retirement Plan. Note that the conversion is a taxable event but converting to a Roth Contribution Account can be beneficial if you

expect your tax rate to increase in the future. You should consult a tax advisor to better understand the consequences of an In-Plan Roth Conversion before you make the decision to convert your Account.

You may take a distribution from your previously contributed employee Roth Account contributions funds only if you are eligible, otherwise your funds are subject to the rules of the BU Retirement Plan. An eligible distribution is (i) a distribution to an active Member on or after attaining age 65; (ii) a distribution made upon termination of employment, becoming disabled, or retirement; (iii) a distribution upon the Member's death; or (iv) any distribution that would otherwise qualify as an eligible rollover distribution.

## **Forms of Payment**

Your BU Retirement Plan benefits will normally start when you retire or you may also start your benefits once you reach age 65 regardless of whether you are retired or still employed.

You have some choices as to the form of payment of your retirement benefits. However, if you are married and you elect an annuity form of payment, federal law provides that you must receive your benefits in the form of a 50% Joint and Survivor Annuity, with your spouse as beneficiary, unless your spouse agrees in writing to your choice of another annuity form of payment. Your spouse's signature must be witnessed by a plan representative or notarized by a notary public.

Particularly if you have large plan account balances (or other BU Retirement Plan accumulations,

including other 403(b) arrangements, employer-qualified plans, or IRAs), your choice of a form of payment may affect your tax and estate planning. Consult a qualified advisor if you have any questions.

## Descriptions of the forms of payments

Lump Sum You may elect to receive a lump sum distribution from any funds available through Fidelity and any CREF investments for the full value of your accounts at the time of the payment.

### Installment Withdrawal Program

As an alternative, you may elect to maintain your account balances with any funds available through Fidelity and any CREF investments and receive periodic withdrawals from your account until you have exhausted your account balances. You may designate the amount and the frequency of these withdrawals (subject to certain minimums required by the tax law).

Rollover You may also elect to roll over all or a portion of the account balances in any funds available through Fidelity and any CREF investments into an individual retirement account (IRA) or another plan you participate in that accepts rollovers, provided you meet certain tax law requirements. If you wish, you may use the proceeds of your account to purchase an annuity through TIAA or another insurance company. Please see Income Solutions, an online annuity comparison tool for more information on annuities. You may wish to consult with your financial advisor before selecting this option.

#### **TIAA Traditional**

For Group Retirement Annuity
(GRA) contracts issued after June

1, 2005, TIAA Traditional accumulations may be taken over any period between five to thirty years (subject to IRS restrictions). At the end of the fixed period chosen payments will end.

### **Lifetime Annuity**

A lifetime annuity may be received from your TIAA Traditional Contract. Lifetime annuity income is the only payment method that ensures you will never outlive your retirement income. It is also a permanent arrangement. Once you begin receiving payments, you may not stop them. The actual amount of income you receive at retirement depends primarily on the amount in your TIAA account, your age when payments begin, and the form of payment you choose (see "Annuity Forms of Payment").

Once the amount of your TIAA annuity payment is determined, it can be increased or decreased by changes in dividends, but cannot fall below the contractually guaranteed level.

For Retirement Annuity (RA) contracts issued prior to June 1, 2005:

Transfer Payout Annuity:

TIAA Traditional accumulations cash withdrawals can be taken in ten substantially equal payments over a period of nine years.

# Annuity Forms of Payment (applies to TIAA and CREF Payments only)

The following is a description of the types of lifetime annuities TIAA provides for moneys invested with them. These annuity options would also be available if you transferred balances invested from other Plan accounts. Just before you are scheduled to start receiving your income, you will

be provided detailed information by TIAA to help you choose the option that best meets your needs.

In addition, Boston University provides an income annuity purchase program to employees called Income Solutions (http://www.bu.edu/hr/finances/financial-planning-tools/incomesolutions/). Because Income Solutions is offered through Boston University, you can purchase income annuities at a group discount or wholesale prices.

Subject to certain minimum distribution requirements, you also can choose to receive part of your TIAA or CREF accumulation under one option and the balance under another option. Of course, instead of an annuity option, you may also choose to take all or part of your accounts in cash (subject to the TIAA Traditional Annuity rules); however, this will reduce the amount of annuity income you receive. You should note when reviewing the different annuity options that the size of the monthly payments depends not only on your age and account balances, but also on the age of your spouse or other beneficiary.

Single Life Annuity Pays you an income for as long as you live. This option provides a larger monthly income for you than the other options. However, all payments will stop at your death.

Life Annuity with 10-, 15-, or 20-Year Guaranteed Period Pays you an income for as long as you live, with installments guaranteed to continue during the first 10, 15, or 20 years, as you select, whether you live or die. If you live beyond the guaranteed period, payments continue for your lifetime. If you die during the guaranteed period, payments will

continue to your beneficiary for the balance of the guaranteed period.

Joint & Survivor Annuity Pays you an income for life. If your spouse or another second annuitant you designated lives longer than you, he or she continues to receive an income for life. The amount of the income continuing to the survivor depends on which option you choose from the four options listed below. The amount of the annuity payable to you at the onset of each of these options is different; the more you choose to have paid to your survivor, the smaller the income to you during your lifetime.

Each of these survivor options is available with a 10-, 15-, or 20-year guaranteed period. This provides that if both you and your spouse (or another designated second annuitant) die during the first 10, 15, or 20 years (whichever you select), payments continue to another named beneficiary for the balance of the guaranteed period you selected.

- 1. Full Benefit to Survivor The full amount of the annuity continues for as long as you both live. If your spouse (or other second annuitant) lives longer than you, he or she receives, for his or her remaining lifetime, the full amount of the income you were receiving.
- 2. Two-Thirds Benefit to Survivor
  The full amount of the annuity
  continues for as long as you both
  live. If your spouse (or other
  second annuitant) lives longer
  than you, he or she receives, for
  his or her remaining lifetime,
  two-thirds of the income you
  were receiving. If your spouse
  (or other second annuitant) predeceases you, you will receive
  two-thirds of the income you

- were receiving for your remaining lifetime.
- 3. Three-Fourths Benefit to Annuity
  Partner The full amount of the
  annuity continues for as long
  as you both live. If your spouse
  (or other second annuitant)
  lives longer than you, he or she
  receives, for his or her remaining lifetime, three-fourths of the
  income you were receiving. If you
  live longer than your spouse (or
  other second annuitant), there
  is no reduction in your lifetime
  income.

## 4. Half Benefit to Annuity Partner

The full amount of the annuity continues for as long as you both live. If your spouse (or other second annuitant) lives longer than you, he or she receives, for his or her remaining lifetime, one-half of the income you were receiving. If you live longer, benefits continue to you at the full amount.

## The Interest Payment Retirement Option

This option, which applies to your TIAA Traditional Annuity accumulation only, provides monthly payments that consist only of current interest and dividends credited to your TIAA Traditional Annuity Account balance each month. Because only the interest is paid, your principal remains untouched. This option is available to those age 55 or older and does not satisfy the federal minimum distribution requirements.

## Required Minimum Distribution Option

Under federal tax law, participants are required to begin benefit payments upon the latter of reaching age  $70\frac{1}{2}$  or terminating employment with the University. Under this

requirement, if you have multiple 403(b) accounts, you may calculate your required minimum distribution for each 403(b) accounts, total the amounts, and take the total required minimum distribution from any one or more of your 403(b) accounts.

### Your Spouse's Rights

If you are married and choose any annuity method of payment other than a Survivor Annuity with your spouse as the survivor, your spouse must give written consent which acknowledges that his or her rights to survivor benefits are being waived. Your spouse's signature must be witnessed by a BU Retirement Plan representative or notarized by a notary public.

A federal law known as ERISA provides that if you are married at the time of your death, your spouse is entitled to receive, as primary beneficiary, your qualified preretirement survivor death benefits under a retirement or tax-deferred annuity plan covered by ERISA. If you name someone other than your spouse as primary beneficiary, your spouse must consent to this primary beneficiary designation by completing a Spousal Waiver. Then the qualified preretirement survivor death benefits will be payable to such primary beneficiary. If you elected only a portion to be paid to the designated beneficiary, then the remainder will be payable to your spouse.

If you designate your spouse as beneficiary and the individual later ceases to be your spouse, such designation will be deemed void and your ex-spouse will have no rights as a beneficiary unless redesignated as a beneficiary by you subsequent to becoming your ex-spouse or as otherwise provided under a qualified domestic relations order under

Internal Revenue Code Section 414(p).

# If You Die Before You Begin to Receive Benefits

If you die before your retirement income begins, the current full value of your account balances in all investment options will be payable to your beneficiary under any of the payment options elected by the beneficiary and allowed by the record keeper (subject to IRS minimum payment rules).

You choose a beneficiary at the time you enroll in the BU Retirement Plan, and you may change your beneficiary at any time by completing a new form through Fidelity and/or TIAA. However, if you are married, federal law requires that your spouse be your beneficiary unless your spouse consents in writing to your naming another beneficiary and this consent is witnessed by a BU Retirement Plan representative or notarized by a notary public.

If your marital status changes after you become a participant in the BU Retirement Plan (you marry, divorce, or separate, or your spouse dies), be sure to contact Human Resources immediately to make any appropriate changes in your designated beneficiary. If you are divorced and then re-marry, your prior beneficiary designation(s) will become invalid and your current spouse will auto-matically become your beneficiary unless you designate another ben-eficiary with your current spouse's written consent (witnessed by a Plan representative or notary public).

Under current federal income tax laws, your beneficiary must receive the entire value of your accounts within five years of your death.

As an exception to this rule, pay-

ments may be made in the form of an annuity or installments to your designated beneficiary (including your spouse). If an annuity is paid, it must be an annuity with a guaranteed period or a fixed period no longer than your designated beneficiary's life expectancy.

Generally, annuity or installment payments must begin by the end of the year after the year of your death. However, if your spouse is your designated beneficiary, he or she may postpone the start of benefits until a later date, but not later than the date on which you would have reached age 70½.

Your beneficiary may receive a lump sum distribution of the account balances, roll over your account balances into an IRA or other plan with payments under IRS minimum distribution rules, or receive the full value of the account over a five-year period.

In addition, you may choose one of the following options, for payment of the death benefit of your TIAA Traditional or CREF investments, or you may leave the choice to your beneficiary.

- Income for the life of the beneficiary with payments stopping at the time of his or her death
- 2. Income for the lifetime of the beneficiary, with a minimum number of payments guaranteed in any event. The period of guaranteed payments must be 10, 15, or 20 years (subject to IRS rules).
- 3. Income for a fixed period of years (subject to IRS rules)
- 4. Subject to IRS rules, the accumulation may be left on deposit with TIAA for future payment under any of the above options

 A lump sum distribution of the account balances or rollover into an IRA or other plan with payments under IRS minimum distribution rules

Federal pension legislation requires that if you die leaving a surviving spouse and have not named a beneficiary, all of your death benefit will be paid to your spouse.

The selection of a beneficiary and the form of payment to the beneficiary should you die can have important income and estate tax consequences. See a qualified advisor if you have questions about these subjects.

## **Required Minimum Payment Rules**

Under federal tax law, participants are required to begin benefit payments upon the latter of reaching age  $70^{1/2}$  or terminating employment with the University. Under this requirement, if you have multiple 403(b) accounts, you may calculate your required minimum distribution for each 403(b) accounts, total the amounts, and take the total required minimum distribution from any one or more of your 403(b) accounts. If you do not receive or start your payments on time or if the payments are less than the required minimum amount, you will have to pay a federal tax penalty of 50% of the amount that was required to be distributed but was not distributed (unless you show reasonable cause to the Internal Revenue Service). See the "Forms of Payment" section for your choices.

# If You Become Disabled (Contribution Waiver)

If you become disabled and start receiving benefits under the Boston University Long Term Disability Plan or SSDI, the University will continue to make its Core Contribution to the BU Retirement Plan on your behalf.

While you are receiving disability benefits, your University Core Contributions will be based on your annual base salary or basic hourly rate when you became disabled. Your eligibility for University Core Contributions will continue as long as you remain disabled, but not longer than five years.

The University pays the entire cost of this protection for you.

## If You Leave the University

If your employment with Boston University ends at any time before you attain age 65, you are fully "vested" in all your BU Retirement Plan account balances. You will be entitled to receive payment of your accounts as follows:

- You may elect to receive a lump sum distribution of your moneys invested through Fidelity or CREF
- 2. You may roll over moneys invested through Fidelity or CREF to an IRA or other plan that accepts rollovers, provided that you meet federal tax law requirements.
- 3. You may leave funds on deposit for distribution at a later date. Under current tax laws, payments must start by the April 1 following the calendar year when you reach age 70½. You may not make contributions directly to your accounts.

For TIAA Retirement Annuity (RA) contracts issued prior to June 1, 2005:

(a) If your TIAA Traditional accumulation is less than \$2,000 in value, you may apply for a lump sum distribution of the full value

of your account. You may then roll over your lump sum payment into an IRA or other plan that accepts rollovers, provided you meet federal tax law requirements.

(b) If your TIAA Traditional accumulation is at least \$2,000 in value, you may begin receiving lifetime annuity payments or elect TIAA's Transfer Payout Annuity. Under current tax laws, payments must start by the April 1 following the year in which you reach age 70½ or upon retirement, whichever is later.

For TIAA Group Retirement Annuity (GRA) contracts issued after June 1, 2005:

- a) If your TIAA Traditonal accumulation is less than \$5,000 in value, you may apply for a lump sum distribution of the full value of your account. You may then roll over your lump sum payment into an IRA or other plan that accepts rollovers, provided you meet federal tax law requirements. No withdrawal charge applies.
- (b) If your TIAA Traditional accumulation is at least \$5,000 in value you may apply for a lump sum distribution of the full value of your account within a 120-day period following your termination of employ-ment. A withdrawal charge of 2.5% applies to such lump sum withdrawals. You may then roll over your lump sum payment into an IRA or other plan that accepts rollovers, provided you meet federal tax law requirements.
- (c) You may receive a fixed-period annuity of five to thirty years (subject to IRS restrictions).

The rights of your spouse, which were described earlier (see "Your Spouse's Rights"), also apply to

the choice of a form of payment for benefits due when you terminate your employment with the University.

## Tax Considerations When You Receive Benefits

Federal and state income tax must be withheld from the taxable portion of all BU Retirement Plan benefits you or your beneficiary receive, unless you or your beneficiary elect otherwise (but see the last paragraph of this section for an exception).

Under current federal law, ordinary income tax applies to payments to you from your accounts.

In addition, a 10% penalty tax applies to all payments you receive before you reach age 59½, except certain payments in the form of an annuity. The 10% penalty tax does not apply if payments are received because of your death, disability, or early retirement at age 55 or older; or in connection with a Qualified Domestic Relations Order; or in amounts which do not exceed your tax-deductible medical expenses or certain amounts spent for health insurance in the event of your extended unemployment.

You may be able to postpone payment of taxes if you are able to roll over your BU Retirement Plan distribution to an IRA or other plan that accepts rollovers.

Any contributions in the Retirement Plan may be rolled over to an IRA or another 403(b) arrangement or qualified plan that accepts such contributions in order to continue earning tax-deferred interest on investment gains.

All cash distributions from the BU Retirement Plan, except those payable as an annuity or in periodic installments for at least 10 years, those payable to non-spouse beneficiaries, and those mandated by minimum distribution rules, will be eligible for direct rollover to an IRA or another plan that will accept them. If these distributions are not directly rolled over to an IRA (or to another employer 403(b) plan that will accept them), they will be subject to mandatory 20% federal income tax withholding.

#### Leaves of Absence

If you are granted a leave of absence at full pay, the University's Core and, if applicable, Matching contributions to the BU Retirement Plan will continue. If you are granted a leave of absence at partial pay, the University's Core and if applicable Matching contributions will be based on your reduced eligible compensation.

Contributions will stop if you are granted an unpaid leave of absence. However, they will start again, automatically, with the first paycheck you receive when you return.

If you are granted a military leave of absence, upon your return while you are protected by the veterans' reemployment laws, the University will contribute to the BU Retirement Plan an amount representing the Core contributions that would normally have been made during your military leave. The University Matching contribution will also be made provided you make the employee contribution to the Supplemental Retirement and Savings Plan to receive the University Matching contribution.

Remember, if you leave work for any reason for a prolonged period of time, you should always contact Human Resources to ask what effect your absence may have on this and other University-sponsored benefits plans.

### **Administrative Fees**

#### **Fidelity**

A Member with an account at Fidelity will be assessed a fixed quarterly fee, which will be deducted directly from the Member's account and reflected on his or her Fidelity participant account statements. For the most up to date information on this fee, please visit http://www.bu.edu/hr/finances/retirement-plan/plancosts/.

At distribution, certain Fidelity funds may charge a redemption fee. These fees are described in the fund prospectus. In addition, expenses related to mutual fund management are assessed before mutual fund earnings are credited to your account.

### TIAA

A member with an account at TIAA pays recordkeeping fees to TIAA through "plan services expense offsets." These offsets are deducted directly from investment balances based upon the total assets in an account. The amount of offsets applied to TIAA's record-keeping fee are assessed on a quarterly basis, with each quarterly assessment capped at a fixed, perparticipant amount.

All plan services expense offsets generated by TIAA investments are credited back to accounts, less the recordkeeping fee assessed by TIAA. If the offsets generated by investments are equal to or less than TIAA's quarterly recordkeeping fee, no offset amounts will be credited back to participants. For the most up to date information on this fixed amount, please visit http://www.bu.edu/hr/finances/.

For Group Retirement Annuity (GRA) contracts (in the BU Retirement Plan) and subject to the terms of the plan, lump-sum withdrawals are available from the TIAA Traditional Annuity only within 120 days after termination of employment and are subject to a 2.5% surrender charge. All other withdrawals and transfers from the account must be spread over ten annual installments (over five years for withdrawals after termination of employment).

### **Loss of Benefits**

There may be circumstances which may result in a reduction in the value of your account(s), such as:

- The fees/redemption charges (described above) that relate directly to your investments will be deducted directly from your account.
- A payment from your account was required under the terms of a Qualified Domestic Relations Order.
- The value of the investments in your BU Retirement Plan account could decrease in response to market conditions.

### **How to Obtain Benefits**

You should contact your record keeper for a distribution form. They have counselors who will provide you with information that may help you in deciding which distribution option best meets your financial needs.

## **Appealing a Denial**

If you or your beneficiary apply for benefits and your claim is denied, in whole or in part, you may consult Human Resources for information about how to appeal the denial.

Additional information about appeal-ing a denial of benefits is included in the "Administrative Information" section of this handbook.

### Other Important Information

Contributions to the BU Retirement Plan are subject to the provisions and limitations of the Internal Revenue Code and IRS regulations and rulings, including the contribution limits in Internal Revenue Code Sections 402(g), 401(m), and 415.

All University contributions to the BU Retirement Plan must be used for the benefit of Plan Members and beneficiaries. Once made, the contributions cannot be taken back by the University, except if made as a result of a mistake of fact.

A mistaken over-contribution to your account by the University will be returned to the University.

### **Payments to Others**

Your rights under the BU
Retirement Plan cannot be assigned or used as collateral, and your accounts are not generally subject to attachment or garnishment.
However, under federal law, the BU Retirement Plan must honor a Qualified Domestic Relations

Order from a court requiring payment to a divorced or separated spouse or for child support or a lien on your accounts for payment of overdue taxes and certain other specified types of liens and attachments. A copy of the Plan's Qualified Domestic Relations Order Procedures is available at no cost upon request to Human Resources.

## **Termination of Participation**

Your participation in the BU
Retirement Plan ends when you
retire or otherwise terminate your
employment with Boston University.
From the date that your participation ends until your accounts are
fully distributed to you, you will be
considered a former Member.

# This Plan Is Not Insured by the PBGC

BU Retirement Plan benefits are not guaranteed by the Pension Benefit Guaranty Corporation (PBGC), which does not cover plans such as this one with individual accounts for each participant. Upon termination of the plan, you would be eligible to receive the total amount in your accounts.

## Additional Administrative Information.

For additional information such as plan administrative information and your rights under ERISA, please refer to the Administrative Information section of this Handbook.