



# Research Foundation of The City University of New York Tax-Deferred Annuity (TDA) Plan

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## Summary Plan Description

# Introduction

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The Research Foundation of The City University of New York Tax-Deferred Annuity (TDA) Plan (the “Plan”) was established in 1974 to help you and other eligible Employees save for retirement. The Plan helps you provide for your future financial security through contributions made by you.

The Plan provides a number of investment options to choose from. With these investment options, your savings can grow over time.

This Summary Plan Description, or SPD for short, explains how the Plan works for Eligible Employees. The SPD only summarizes your benefits and rights under the Plan. As a summary, it does not cover all of the details of the Plan or how the rules of the Plan apply to every person, in every situation. You can find the specific rules of the Plan in the Plan document, a copy of which you can request from the Plan Administrator.

Every effort has been made to accurately describe the Plan in this SPD. However, if you find a difference between the information in this SPD and the information in the Plan document, your benefits will be determined based on the information found in the Plan document.

Note that many terms in the SPD are capitalized to indicate that they have special meanings under the Plan. If these terms are not defined in the SPD, they are defined in the Plan document.

In addition to the Plan document, the TIAA-CREF investment options you choose are governed by investment contracts that may contain additional rules that limit your options under the Plan. You should review your TIAA-CREF investment contracts along with this SPD to gain a full understanding of your rights and obligations under the Plan.

If in reading this SPD or the Plan document, you find you have questions concerning your benefits under the Plan, please contact the Plan Administrator.

**Special Note on Universal Availability:** Employees of the Institution who receive compensation reportable on an IRS Form W-2 are immediately eligible to contribute a portion of their pay to the Plan as a Deferral Contribution. (Certain exceptions apply to student employees and employees on CUNY payroll who are eligible for CUNY retirement plans.) Eligible employees are able to enroll in the plan on the first of the month following date of hire, or on the first of any month in which they are eligible subsequent to completing a salary reduction agreement.

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## IMPORTANT INFORMATION ABOUT THE PLAN

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<b>Plan Name:</b>	Research Foundation of The City University of New York Tax-Deferred Annuity (TDA) Plan
<b>Plan Sponsor:</b>	Research Foundation of The City University of New York 230 West 41st Street New York, NY 10036-7207 EIN: 13-1988190
<b>Plan Number:</b>	002
<b>Plan Year:</b>	January 1 - December 31
<b>Plan Administrator:</b>	Employee Benefits Committee c/o Director of Employment Policy and Practice Research Foundation of The City University of New York 230 West 41st Street, 7th Floor New York, NY 10036-7207
<b>Agent for Service of Legal Process:</b>	Director of Employment Policy and Practice Research Foundation of The City University of New York 230 West 41st Street, 7th Floor New York, NY 10036-7207
<b>Plan Funding and Funding Agents:</b>	The Plan is funded with Employee contributions. Funding Vehicles are annuity contracts and mutual funds offered by one or more investment providers. You can obtain a list of the Plan's Funding Vehicles from the Plan Administrator.
<b>Plan Record Keeper:</b>	TIAA-CREF <a href="http://www.tiaa-cref.org">www.tiaa-cref.org</a> 1 800 842-2252
<b>Type of Plan:</b>	403(b) tax deferred annuity plan

*Requests for information about the Plan, its terms, conditions and interpretations, including eligibility, participation, contributions, or other aspects of operating the Plan should be directed to the Plan Administrator. The Plan Administrator has the sole and absolute authority to interpret the terms of the Plan and determine benefit eligibility and resolve any and all ambiguities or inconsistencies in the Plan.*

*The Institution has the right to amend or terminate the Plan for active or former employees in any way at any time. If a change is made, you will be notified.*

# ELIGIBILITY

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## **What is the Tax-Deferred Annuity (TDA) Plan?**

The Plan is an arrangement allowed under Section 403(b) of the IRC, where employees of tax-exempt organizations can enter into salary reduction agreements with their employers. Under the agreement, a portion of the employee's compensation is applied on a before-tax basis to an annuity contract owned by the employee, rather than being paid directly to the employee. These amounts, together with any earnings, are not subject to federal income tax until they are paid to the employee (or beneficiary) in the form of benefits. Benefits are provided through the Plan's approved funding vehicles.

## **Who is eligible to participate in the Plan?**

You're an eligible employee if you're an employee employed by the Institution or Grants Plus. You are not eligible to participate in the Plan, however, if you fall within any of the following categories of excluded individuals:

- You are an independent contractor;
- Your employment is incidental to your educational program;
- You are a member of The City University of New York (CUNY) Instructional Staff eligible to participate in CUNY's retirement plan or Executive Compensation Plan and who is receiving payments by the Research Foundation.
- You are a non-resident alien who does not receive earned income in the U.S.; or
- You are not treated as a common law employee (including employees treated as leased employees, independent contractors or contract workers hired through outside agencies).

## **When do I become eligible to participate in the Plan?**

If you are an eligible employee, you may begin participation in this Plan on the first of the month following employment at the Institution. To participate in this Plan, you must complete the enrollment forms, as well as a salary reduction agreement, and return them to the Institution.

Participation in this Plan is voluntary. You are not required to join the Plan. If you decide to participate in the Plan, you will continue to be eligible for the Plan until (a) you cease to be an eligible employee, (b) the Plan is terminated, or (c) you stop contributing to the Plan, whichever occurs first.

# CONTRIBUTIONS TO THE PLAN

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## **What contributions will be made?**

To participate, you must enter into a written salary reduction agreement with the Institution. Under the agreement, your salary paid after the agreement is signed is reduced and the amount of the reduction is applied as premiums to one or more of the funding vehicles you select that are available under this Plan. The Plan Administrator may establish an annual minimum that you must contribute to participate that does not exceed \$200. You may terminate your salary reduction agreement at any time. Your ability to modify your agreement may be subject to such reasonable restrictions as are established by the Plan Administrator. The salary reduction agreement will be legally binding and irrevocable with respect to salary paid while the agreement is in effect.

For purposes of this Plan, compensation means the amount paid to you by the Institution that must be reported as wages on your IRS Form W-2, plus elective deferrals you make to a Code Section 125 cafeteria plan or to any retirement plan established by the Institution under Code Sections 401(k), 403(b) (the Institution's Tax-Deferred Annuity Plan), or 457(b) through a salary reduction agreement. Compensation taken into account under the Plan does not, however, include opt-out payments you may receive if you elect not to participate in an Institution-sponsored health benefit plan. Further, Compensation will be reduced by the following items even if they are includible in gross income: severance pay or other post-severance compensation, reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, welfare benefits, backpay awards and amounts that exceed the limits of IRC Section 401(a)(17), provided that compensation does include any terminal cashout of unused paid leave. The limit under Section 401(a)(17) is \$200,000 in annual compensation adjusted by the Internal Revenue Service for increases in the cost of living (\$250,000 in 2012).

## **Is there a limit on contributions?**

Yes. The total amount of contributions made on your behalf for any year will not exceed the limits imposed by Section 415 of the IRC. These limits may be adjusted from time to time. For more information on these limits, contact your Plan Administrator or fund sponsor.

In addition, your own salary reduction contributions to this Plan will be further limited by IRC Section 402(g) limit. In 2012, this dollar limit is \$17,000 and thereafter will be adjusted for inflation in future years. If you have made salary reduction contributions that exceed the 402(g) limit, you should request a distribution of the excess by notifying the Plan administrator by March 1 of the following year. The excess will be distributed to you by April 15.

## **Does the Plan allow catch-up contributions for employees over age 50?**

Yes. Participants who will be at least 50 by the end of the year are entitled to contribute an extra "catch-up" contribution if their contributions would otherwise exceed the limits discussed above. In 2012, the catch-up contribution limit is \$5,500 and thereafter will be adjusted for inflation in future years. Thus, for example, an employee age 50 or over who would normally be limited to a salary reduction contribution of \$17,000 in 2012 can actually contribute \$22,500 in this year.

**Do contributions continue during a paid leave of absence?**

During a paid leave of absence, Plan contributions will continue to be made in accordance with the salary reduction agreement. No contributions will be made during an unpaid leave of absence, provided that employees returning from military service may make up contributions that would have been made during the period of military service to the extent their rights are protected by law.



## **OWNERSHIP OF YOUR ACCOUNT (VESTING)**

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### **When do my Plan contributions become vested (i.e., owned by me)?**

You are always fully and immediately vested in the benefits arising from contributions made under this Plan. Such amounts are nonforfeitable.

### **Can creditors or other individuals request a payout from my Plan balance?**

Creditors (other than the IRS) and others generally may not request a distribution from your Plan balance. One major exception to this rule is that the Institution may distribute or reallocate your benefits in response to a qualified domestic relations order, as described in the following question.

### **What if a Qualified Domestic Relations Order (“QDRO”) is issued against my account?**

A qualified domestic relations order or QDRO is a decree or order issued by a court that requires you to pay child support or alimony, or otherwise allocates a portion of your account, to your spouse, former spouse, child or other dependent. If a QDRO is received by the Plan Administrator, all or a portion of your benefits may be used to satisfy the order. The Plan Administrator will determine if the decree or order issued by the court meets the requirements of a QDRO. You can obtain a description of the procedures for QDRO determinations at no charge from the Plan Administrator.

# **MANAGING YOUR PLAN ACCOUNT**

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## **How is the money in my account invested?**

You decide how the money in your account is invested. You can choose to invest your account among a variety of investment options available under the Plan. You may obtain a list of the current investment options from the Plan Administrator or by logging into your account through the TIAA-CREF web site ([www.tiaa-cref.org](http://www.tiaa-cref.org)). (The investment options under the Plan may be changed in the future.) You will have the ability to transfer your Plan balance among the investment options, subject to any transfer restrictions in your TIAA-CREF investment contracts. Changes in your investment elections can be made directly with the fund sponsor or through the Plan Administrator.

When you enroll in the Plan, you will be given information that describes the various investment options and their respective investment objectives. You will also receive individual account statements to help you monitor your investments. You should carefully review the investment contracts governing the annuity contracts and custodial accounts, the prospectus, and other available information before making investment decisions. If you have a question regarding investment options or need additional fund information, you should contact the fund sponsor or the Plan Administrator.

The Plan Administrator and other plan fiduciaries are not responsible for any losses that may result from the investment decisions you make.

## **Does the Plan maintain a default investment option?**

Yes. If for any reason you do not make an investment election allocating your contributions, your assets will be invested in a default investment option selected by the Plan Administrator. You are free to direct your assets out of this default investment at any time. For more information about the default investment option, contact the Plan Administrator.

## **How do I change the way my contributions will be invested?**

You may change the way your future contributions are invested at any time. You may also transfer money among the available investment options, subject to any restrictions in your TIAA-CREF investment contracts.

You may make most changes to the investment of your account by logging into your account through the TIAA-CREF web site ([www.tiaa-cref.org](http://www.tiaa-cref.org)). You may also make changes and obtain assistance in making changes by calling the TIAA-CREF National Contact Center at 1 800 842-2252.

## **How will diversifying my Plan investments help achieve long-term retirement security?**

To help achieve long-term retirement security, you should give careful consideration to the benefits of a well-balanced and diversified investment portfolio. Spreading your assets among different types of investments can help you achieve a favorable rate of return, while minimizing your overall risk of losing money. This is because market or other economic conditions that cause one category of assets, or one particular security, to perform very well often cause another asset category, or another particular security, to perform poorly. If you invest more than 20% of your retirement savings in any one company or industry, your savings may not be properly diversified. Although diversification is not a guarantee against loss, it is an effective strategy to help you manage investment risk.

In deciding how to invest your retirement savings, you should take into account all of your assets, including any retirement savings outside of the Plan. No single approach is right for everyone because, among other factors, individuals have different financial goals, different time horizons for meeting their goals, and different tolerances for risk. Therefore, you should understand your diversification rights and consider exercising these rights to affect the amount of money that you invest in company stock through the Plan.

It is also important to periodically review your investment portfolio, your investment objectives, and the investment options under the Plan to help ensure that your retirement savings will meet your retirement goals. For more information about individual investing and portfolio diversification, visit the Department of Labor's website at [www.dol.gov/ebsa/investing.html](http://www.dol.gov/ebsa/investing.html).

#### **May I transfer amounts from other retirement plans to the Plan?**

Yes. The Plan permits rollover contributions from qualified retirement plans (e.g., a 401(k) plan or money purchase pension plan), other 403(b) plans, governmental 457 plans, and certain IRAs provided that certain criteria are satisfied. For more information, please contact TIAA-CREF's National Contact Center at 1 800 842-2252.

#### **May I transfer amounts from the Plan to other retirement plans?**

Yes. If you are entitled to receive a distribution from the Plan which is an "eligible rollover distribution," you may roll over all or a portion of it either directly or within 60 days after receipt into another tax-favored retirement plan or into an IRA. Contact TIAA-CREF's National Contact Center at 1 800 842-2252 for information regarding rollover procedures. The Plan does not permit other forms of plan-to-plan transfers.

#### **What information do I regularly receive about my contracts?**

You will receive quarterly account statements that show the value of your Plan accounts, including the gains and/or losses of your investment options, and any amounts that were deducted from your Plan account.

# WITHDRAWING MONEY FROM THE PLAN

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## **When can I take a distribution from the plan?**

If you terminate service, you have the option to receive the total value of your Plan account at any time. This applies to investments in annuity accounts as well as custodial accounts (mutual funds), subject to any restrictions in the annuity contracts.

You may request a distribution of your Plan account at the times listed below.

- You terminate employment
- You become Disabled
- When you reach age 59½
- You suffer a hardship

In-service distributions are not permitted except when you reach age 59½ or in the event of hardship. (See the Question “May I receive a cash withdrawal from the Plan while still employed?”) In addition, benefits payable to an alternate payee pursuant to a qualified domestic relations order (QDRO) may be payable immediately as may be provided in the order.

All distributions are subject to the terms of your TIAA-CREF investment contracts. Contact TIAA-CREF’s National Contact Center at 1 800 842-2252 or the Plan Administrator if you have questions regarding your distribution options.

If your Plan account includes any transfer contributions and/or rollover contributions, you may request a distribution of those contributions at any time, subject to any restrictions in your TIAA-CREF investment contracts.

## **If I terminate my employment with the Institution for any reason, do I need to take my money immediately?**

When you terminate from employment, your balance will generally not be paid out of the Plan until you request a payout. To request a payout, contact TIAA-CREF’s National Contact Center at 1 800 842-2252.

## **How do I request a payout?**

To request a payout of your Plan account, you must contact TIAA-CREF’s National Contact Center at 1 800 842-2252.

## **If I am married, does my spouse have to approve my distributions from the Plan?**

If you are married, you must obtain written consent from your spouse to do any of the following:

- to take a distribution from the Plan in any form other than a qualified joint and survivor annuity, or
- to name someone other than your spouse as your beneficiary, or

To obtain a spousal consent form, contact TIAA-CREF's National Contact Center at 1 800 842-2252. The spousal consent form is automatically provided when you request a distribution.

### **How will my account be paid to me?**

When you request a payout, you can choose among several forms of distributions. Generally, you may choose from the following options for your payout.

- lump sum
- periodic payments
- single life annuity
- survivor annuity (including 50%, 66 2/3%, 75% and 100% survivor annuity options)
- other payout options for TIAA-CREF annuities (see Appendix A)

If your Plan account is invested in TIAA-CREF investment options, please review your TIAA-CREF investment contract(s) before requesting a distribution and contact TIAA-CREF's National Contact Center at 1 800 842-2252 for additional information if you have questions regarding your distribution options.

If you are married on the date distribution begins, your spouse must consent to the distribution in writing unless you have elected a qualified joint and survivor annuity with your spouse as the second annuitant to receive a survivor benefit that is equal to at least 50% of the amount you received while you were both living. TIAA-CREF will provide you with more information regarding your annuity options when it comes time for you to make a decision.

If your distribution is eligible to be rolled over, you may choose to have your distribution paid to another eligible retirement arrangement. Contact TIAA-CREF's National Contact Center at 1 800 842-2252 for information regarding rollover procedures.

### **What happens if I become Disabled?**

You may be eligible to receive benefits upon disability after making timely application for benefits. You will be considered Disabled if you cannot engage in any substantial, gainful activity because of a medically determined physical or mental impairment that is expected to last at least 12 months. You will need to show proof of the Disability in the form and manner that the Plan Administrator may require. You may receive a distribution of your Deferral Contributions on account of disability even before you terminate employment.

You may elect to defer receiving your benefits until your normal retirement date, and such deferred benefit will be based on the value of your individual account as of the date benefit payments commence.

No additional contributions will be made to the Plan after you become Disabled.

### **What if I die before receiving all of my money from the Plan?**

If you die before taking all of your assets from the Plan, the remaining balance will be paid to your designated beneficiary.

To designate your beneficiary, you should contact TIAA-CREF's National Contact Center at 1 800 842-2252 to obtain the applicable forms. If you are married and decide to name someone other than your spouse as your beneficiary, your spouse must consent in writing to your designation. If you do not name a beneficiary, 50% of your balance will be paid to your spouse and 50% will be paid to your estate. If you do not name a beneficiary and have no surviving spouse, your remaining balance in the Plan will be paid to your estate, unless a different alternative is provided in the investment contract.

The completed beneficiary designation form, and spousal consent if applicable, should be filed with TIAA-CREF. It is important to review your designation from time to time and update it if your circumstances change (e.g., a divorce, death of a named beneficiary).

Your beneficiary may also have the option of rolling their distribution into an IRA. Your TIAA-CREF investment contracts may further restrict your beneficiary's options regarding the manner in which the accumulation will be distributed.

If you die after beginning age 70½ distributions, as described in the following question, your beneficiary must continue taking distributions from the plan at least annually. If you die before beginning age 70½ payments, your beneficiary may have the option of (1) taking annual payments beginning the year following your death (or the year you would have reached age 70½, if your spouse is your beneficiary), or (2) delaying their distribution until the year containing the fifth anniversary of your death, provided they take the entire amount remaining during that fifth year.

If you die before the distribution of benefits has begun, your entire interest must normally be distributed by December 31 of the fifth calendar year after your death. Under a special rule, death benefits may be payable over the life or life expectancy of your designated beneficiary if the distribution of benefits begins not later than December 31 of the calendar year immediately following the calendar year of your death. If the designated beneficiary is your spouse, the commencement of benefits may be deferred until December 31 of the calendar year that you would have attained age 70½, had you continued to live.

### **Are my benefits required to be paid at any particular time?**

If you terminate employment, you have the option to receive your Plan account balance at any time. Retirement benefits must normally begin no later than April 1 of the calendar year following the year in which you attain age 70½, or, if later, April 1 following the calendar year in

which you retire. Failure to begin annuity income by the required beginning date may subject you to a substantial federal tax penalty.

### **May I receive a cash withdrawal from the Plan while still employed?**

Even if you are still employed, you may take a hardship withdrawal on account of an immediate and heavy financial need, unless restricted under the terms of your TIAA-CREF investment contracts. The following events qualify as a hardship distribution under the Plan:

- certain medical expenses incurred by you or your spouse, dependents or primary beneficiary, or expenses necessary for these persons to obtain such medical care;
- purchase (excluding mortgage payments) of your principal residence;
- payment of tuition and related educational fees and room and board expenses for the next 12 months of post-secondary education for you or your spouse, children, dependents or primary beneficiary;
- the payment of amounts necessary to prevent eviction from your principal residence or the foreclosure of the mortgage on your principal residence;
- burial or funeral expenses for your deceased parent, spouse, children, dependents or primary beneficiary; or
- expenses related to the repair of damage to your principal residence that would qualify for the casualty deduction under Code section 165 (determined without regard to whether the loss exceeds ten percent of adjusted gross income).

Before you take a hardship withdrawal, you must take all other distributions and all nontaxable loans available to you under the Plan. Your contributions to this Plan will be suspended for six months after your receipt of the hardship withdrawal. If you are under age 59½, your hardship withdrawal may be subject to a 10% penalty.

### **May I receive a distribution if I am called to active military duty?**

You may be able to take a penalty-free distribution from your Account if you were called to active military duty after September 11, 2001. In order to qualify for these penalty-free distributions, you must have been ordered or called to active duty for a period of at least 180 days or an indefinite period and your distribution must have been taken after you were called to duty and before your active duty ended.

### **May I roll over my account?**

If you are entitled to receive a distribution from the Plan which is an “eligible rollover distribution,” you may roll over all or a portion of it either directly or within 60 days after receipt into another tax-favored retirement plan or into an IRA. An eligible rollover distribution, in general, is any cash distribution other than an annuity payment, a minimum distribution payment or a payment which is part of a fixed period payment over ten or more years. The distribution

will be subject to a 20% federal withholding tax unless it is rolled over directly into another retirement plan or into an IRA; this process is called a “direct” rollover. If you have the distribution paid to you, then 20% of the distribution must be withheld even if you intend to roll over the money into another retirement plan or into an IRA within 60 days. To avoid withholding, instruct the fund sponsor to directly roll over the money for you.

EXAMPLE: You request a \$10,000 payout from your Plan balance. If the amount is eligible to be rolled over to another plan, but you choose not to roll it over directly, you will receive \$8,000 and \$2,000 will be remitted to the IRS.

### **What are the tax effects of taking my money?**

If you withdraw money from the Plan and you do not directly roll it over into another 403(b) account, qualified plan, governmental 457 plan, or traditional individual retirement account (IRA), you generally will have to pay income taxes on the money. The amount you withdraw is subject to a mandatory 20% Federal income tax withholding. In addition, if you are under age 59½ when you make the withdrawal, an additional 10% penalty tax may apply. If qualified, you can also make a rollover to a Roth IRA, which will result in income tax at the time of rollover, but you will not be taxed on the earnings when you take a withdrawal.

Please note, a non-spouse beneficiary can roll over amounts only to an inherited IRA.

You should consult with your tax adviser on the tax effects of a distribution in light of your personal tax situation.



# PLAN LOANS

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## **May I take a loan from the Plan?**

Yes. Although the Plan is designed primarily to help you save for retirement, current employees may take a loan from the Plan as outlined below. If you are married at the time you request the loan, your spouse must consent to the loan. If your Account is invested in TIAA-CREF investment contracts, additional plan loan terms and restrictions may apply. Contact TIAA-CREF if you have questions regarding your loan options.

The minimum loan amount is \$1,000. Generally, the maximum aggregate loan amount is the lesser of 45% of your eligible loan account balance or \$50,000. If you took out a loan in the previous 12 months, however, the amount of your highest outstanding loan balance will be deducted from the amount you are allowed to borrow. For example, if you are applying for a loan of \$50,000 this year and you had a loan in the prior calendar year for \$12,000, you would be allowed to borrow only \$38,000.

## **How do I apply for a loan?**

To apply for a loan you may log into your account via the TIAA-CREF web site ([www.tiaa-cref.org](http://www.tiaa-cref.org)) and complete and submit your loan electronically to TIAA-CREF. You may also call TIAA-CREF's National Contact Center at 1 800 842-2252 for information and assistance in obtaining a loan.

## **What is the interest rate for my loan?**

The interest rate for your loan is variable and is set by the investment provider. You may call TIAA-CREF's National Contact Center at 1 800 842-2252 for additional information.

## **How do I repay my loan?**

The repayment schedule for your loan will be established at the time you take your loan. If your loan is used to purchase a primary residence, you must repay it within ten years. Other loans must be repaid within one to five years. Your loan repayments (both principal and interest) will be made by you directly to TIAA-CREF. TIAA offers a free automatic loan repayment service. Your bank will debit your checking account and send your repayment to TIAA on the date it's due. If you prefer to repay your loan directly, TIAA will send you a bill every three months, at least ten days before the payment is due. You must continue to make scheduled loan repayments following termination of employment or during a leave of absence (except qualified military leave), or you will default on the loan.

## **What if I don't repay my loan?**

If you default on the loan, you will have to pay income taxes on your loan balance. In addition, if you are under age 59½, an additional 10% penalty tax may apply.

If you default on a loan, your right to a future loan may be restricted. You may call TIAA-CREF's National Contact Center at 1 800 842-2252 for additional information.

# **PLAN ADMINISTRATION**

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## **How is the Plan administered?**

The Institution has appointed the Employee Benefits Committee, 230 West 41st Street, 7<sup>th</sup> Floor, New York, NY 10036-7207 as the Plan Administrator for the Plan. The Plan Administrator is responsible for enrolling participants, forwarding Plan contributions for each participant to the fund sponsors selected, and performing other duties required for operating the Plan. The Plan Administrator possesses the discretionary authority to interpret the Plan, to determine eligibility for benefits, and to establish rules and procedures relating to the administration of the Plan. The Plan Administrator is the “named fiduciary” as that term is defined in the Employee Retirement Income Security Act for purposes of determining eligibility and computing and making Plan contributions.

## **May the terms of the Plan be changed?**

While it’s expected that the Plan will continue indefinitely, the Institution reserves the right to modify or discontinue the Plan at any time. If the plan is partially or completely terminated, all affected participants will become fully vested in their accounts.

The Institution, by action of its Board, also may delegate any of its power and duties with respect to the Plan or its amendments to one or more officers or other employees of the Institution. Any such delegation shall be stated in writing. The Institution will exercise good faith, apply standards of uniform application, and refrain from arbitrary action.

## **How do I get more information about the Plan?**

Requests for information about the Plan and its terms, conditions and interpretations including eligibility, participation, contributions, or other aspects of operating the Plan should be in writing and directed to:

Employee Benefits Committee  
Research Foundation of The City University of New York  
230 West 41<sup>st</sup> Street  
New York, NY 10036-7207  
Telephone No.: 212-417-8601

# CLAIMS PROCEDURES

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## **How do I file a claim?**

To claim a benefit that you are entitled to under the Plan, you must file a written request with the Plan Administrator. The claim must set forth the reasons you believe you are eligible to receive benefits, and you must authorize the Plan Administrator to conduct any necessary examinations and take the steps to evaluate 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 you 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.

If a claim is wholly or partially denied, the Plan Administrator must notify you 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 you wish 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 you must be permitted to proceed to the review stage.

## **What if my claim is denied?**

You or your 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, you must be allowed to review 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.

The Plan 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), you 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 you 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. All interpretations, determinations, and decisions of the reviewing entity with respect to any claim will be its sole decision based upon the Plan documents and will be deemed final and conclusive. If appeal is denied, in whole or in part, however, you have a right to file suit in a state or federal court.

**If my appeal is denied, is there a limited time period for taking further legal action?**

Participants and beneficiaries may not take legal action against the Plan more than one year after the Plan Administrator's decision on review.

# MISCELLANEOUS

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## **Is the Plan insured by the Pension Benefit Guaranty Corporation (PBGC)?**

No. Since the Plan is a defined contribution plan, it isn't insured by the PBGC. The PBGC is the government agency that guarantees certain types of benefits under covered plans.

## **Who is the agent for service of legal process?**

The agent for service of legal process is:

Director of Employment Policy and Practice  
Research Foundation of The City University of New York  
230 West 41<sup>st</sup> Street, 7<sup>th</sup> Floor  
New York, NY 10036-7207

## **What are my rights under the law?**

Participants in this Plan are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all participants shall be entitled to:

- **Receive Information About Your Plan and Benefits**

Examine, without charge, at the administrator's office all documents governing the Plan 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 administrator copies of documents governing the operation of the Plan and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement advising you of the amount of funds accumulated to provide benefits at normal retirement age if your participation in the Plan stops now.

- **Prudent Action by Plan Fiduciaries**

ERISA sets forth the duties of the people who are responsible for the operation of this Plan. The people who operate the Plan have a duty to do so prudently and in the interest of the participants and beneficiaries. No one, including the Institution, may discharge or otherwise discriminate against participants in any way to prevent them from obtaining benefits to which they are entitled under the Plan or exercising their rights under ERISA.

- **Enforce Your Rights**

If an application for benefits under the Plan is denied in whole or in part the participant or beneficiary must receive a written explanation of the reasons for the denial. Participants have the right to have the administrator review and reconsider denied claims on eligibility, participation, contributions or other aspects of the operation of the Plan and to have the insurance company or custodian review and reconsider denied claims under their contracts. Under ERISA, participants may take steps to enforce these rights. For example, if a participant requests materials from the Plan and does not receive them within 30 days, he or she may file suit in a federal court. In such case, the court may require the administrator to provide the materials and pay the participant up to \$110 a day until he or she receives the materials, unless the materials were not sent due to reasons beyond the control of the administrator. If a claim for benefits is denied or ignored, in whole or in part, the participant may file suit in a state or federal court. If the administrator's responsibility to compute and remit Plan contributions is not discharged according to the terms of the Plan or if a participant is discriminated against for asserting ERISA rights, he or she may seek assistance from the U.S. Department of Labor, or may file suit in a federal court. The court will decide who should pay court costs and legal fees. If the participant is successful, the court may order the person sued to pay these costs and fees. If the participant loses, the court may order him or her to pay these costs and fees, for example, if it finds the claim is frivolous.

- **Assistance With Your Questions**

Contact the administrator if you have any questions about this Plan. If you have any questions about this statement or about rights under ERISA, 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, D.C. 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.

## APPENDIX A

### **Special Terms for TIAA-CREF Investment Options**

This appendix describes additional distribution options that are available from certain TIAA-CREF investment options under the Plan. If your account is invested in these funds, you are entitled to the distribution options in this Appendix in addition to the options in the main body of this summary plan description.

#### **How do the TIAA-CREF retirement contracts work?**

- **TIAA Traditional Annuity:** Contributions to the TIAA Traditional Annuity are used to purchase a contractual or guaranteed amount of future retirement benefits for you. Once purchased, the guaranteed benefit of principal plus interest cannot be decreased, but it can be increased by dividends. Once you begin receiving annuity income, your accumulation will provide an income consisting of the contractual, guaranteed amount plus dividends that are declared each year and which are not guaranteed for the future. Dividends may increase or decrease. For a recorded message of the current interest rate for contributions to the TIAA Traditional Annuity, call the Automated Telephone Service (ATS) at 1-800-842-2252. The ATS is available 24 hours a day, seven days a week.
- **CREF and the TIAA Real Estate Account:** You have the flexibility to accumulate retirement benefits in any of the CREF variable annuity Accounts approved for use under the Plan, as indicated above and the TIAA Real Estate Account. Each account has its own investment objective and portfolio of securities. Contributions to a CREF Account and the TIAA Real Estate Account are used to buy accumulation units, or shares of participation in an underlying investment portfolio. The value of the accumulation units changes each business day. You may also choose to receive annuity income under any of the CREF Accounts and the TIAA Real Estate Account. There is no guaranteed baseline income or declared dividends when you receive annuity income from these accounts. Instead, your income is based on the value of the annuity units you own, a value that changes yearly, up or down. For more information on the CREF Accounts, you should refer to the CREF prospectus. For more information about the TIAA Real Estate Account, refer to the TIAA Real Estate Account prospectus.
- **TIAA-CREF Mutual Funds:** You have the flexibility to accumulate retirement benefits in any of the TIAA-CREF mutual funds approved for use under the Plan, as indicated above. Each fund has its own investment objective and portfolio of securities. Contributions to a TIAA-CREF mutual fund are used to buy Retirement Class shares of the Institutional Mutual Funds-Retirement Class. The value of the shares changes each business day. You may also choose to transfer funds and receive annuity income under any of the TIAA-CREF mutual funds. For more information on the TIAA-CREF mutual funds, you should refer to the prospectuses.

For a recorded message of the latest accumulation unit values for the CREF Accounts and the TIAA Real Estate Account, the latest share prices for TIAA-CREF mutual funds, as well as the seven-day yield for the CREF Money Market Account, call the ATS at 1-800-842-2252. The recording is updated each business day.



### **Are there limitations on transferring TIAA-CREF accumulations?**

TIAA Traditional Annuity accumulations may be transferred to any of the CREF Accounts and the TIAA Real Estate Account or the TIAA-CREF mutual funds through the Transfer Payout Annuity (TPA). Transfers will be made in substantially equal annual amounts over a period of 10 years. Transfers made under the TPA contract are subject to the terms of that contract. The minimum transfer from the TIAA Traditional Annuity to a variable annuity account or a mutual fund is \$10,000 (or the entire accumulation if it totals less than \$10,000). However, if your total TIAA Traditional Annuity accumulation is \$2,000 or less, you can transfer your entire TIAA Traditional Annuity accumulation in a single sum, as long as you do not have an existing TIAA TPA contract in force but TIAA-CREF reserves the right to limit transfer frequency.

Transfers from the TIAA Real Estate Account are currently limited to once per calendar quarter. TIAA-CREF reserves the right to limit the frequency on transfers of TIAA-CREF accumulations.

### **Are there additional payout options for TIAA-CREF retirement contracts?**

If your Plan account is invested in TIAA-CREF investment options, you may be subject to additional payout options and limitations. Please review your TIAA-CREF investment contract(s) before requesting a distribution and contact TIAA-CREF's National Contact Center at 1 800 842-2252 for additional information if you have questions regarding your distribution options.

- **Interest-Only Option.** Subject to your spouse's rights to survivor benefits, TIAA participants between ages 55 and 69½ with a TIAA Traditional Annuity accumulation of at least \$10,000 may elect the TIAA Interest Payment Retirement Option (IPRO) under which you will receive monthly payments equal to the interest (guaranteed plus dividends) that would otherwise be credited to your TIAA Traditional Annuity. Payments will be made at the end of each month. Your accumulation is not reduced while you are receiving interest payments.

Payments under the IPRO will consist of the contractual interest rate (currently 3 percent), plus dividends as declared by TIAA's Board of Trustees. Dividends are declared each March for the following 1-month period and are not guaranteed after the 12-month period has expired. If you elect the IPRO, these rates will be used to determine your monthly payment rather than be credited to your annuities.

Interest payments made under the IPRO must continue for at least 12 months. Once you start receiving interest income payments, you must continue receiving them until you begin receiving your accumulation under an annuity income option. Usually, you may delay beginning your annuity income benefits as late as permitted under federal law. When you do begin annuity income from your TIAA Traditional Annuity accumulation, you may choose any of the lifetime annuity income options available under your TIAA contract.

If you die while receiving interest payments under the IPRO, your beneficiary will receive the amount of your starting accumulation, plus interest earned but not yet paid. If

you die after you've begun receiving your accumulation as an annuity, your beneficiary will receive the benefits provided under the annuity income option you've selected.

- Small Sum Payments from GRAs. If you are fully vested, and subject to your spouse's rights to survivor benefits, you may receive your TIAA Traditional Group Retirement Annuities (GRAs) accumulation in a single sum with no surrender charge provided you have terminated employment. In addition, all of the following conditions must also apply at the time you make your request for a "small sum" payment: (i) your total TIAA Traditional Annuity GRA accumulation is \$5,000 or less, and you must request 100% of the TIAA Traditional accumulation; and (ii) You don't have a TIAA Transfer Payout Annuity (TPA).

This right is in addition to the right you have to receive a cash withdrawal of your TIAA Traditional accumulation within 120 days of your termination of employment.

- Partial Lump Sum. Subject to your spouse's rights to survivor benefits, you may receive a portion of your income in a single sum after termination of employment if you choose the Retirement Transition Benefit option. This option lets you receive a one-sum payment of up to 10 percent of your TIAA and CREF accumulations at the time you start to receive your income as an annuity. The one-sum payment cannot exceed 10 percent of each account's accumulation then being converted to annuity payments.
- Fixed Period Installments. Subject to your spouse's rights to survivor benefits, you may receive your benefit in installments over a fixed period, but only from CREF and TIAA Real Estate. The fixed-period option pays you income over a fixed period between five and 30 years for TIAA Traditional Annuity accumulations and two and 30 years for CREF and TIAA Real Estate Account accumulations. At the end of the selected period, all benefits will end. If you die during the period, payments will continue in the same amount to your beneficiary for the duration.

Tax law requires that the period you choose not exceed your life expectancy or the joint life expectancy of you and your beneficiary.

- Cash Withdrawals from TIAA-CREF Accounts. You may receive 100 percent of the total TIAA-CREF accumulations that are available as cash from your retirement annuity or custodial account after you have terminated employment.

A cash withdrawal of TIAA Traditional Annuity accumulations is subject to a 2.5% surrender charge and must be made within 120 days of termination of employment. There is no surrender charge or time limit on withdrawals of CREF and TIAA variable annuity or TIAA-CREF mutual fund accumulations.

You can elect to receive your cash withdrawals of CREF and TIAA variable annuity and TIAA-CREF mutual fund accumulations through a series of systematic payments using TIAA-CREF's Systematic Withdrawal Service. This service allows you to specify the amount and frequency of payments. Currently, the initial amount must be at least \$100 per account. Once payments begin, they will continue for the period you specify. You

can change the amount and frequency of payments as your needs dictate. There is no charge for this service.

- Additional Payment Options for Beneficiaries if You Die Before Commencing Benefits. If all or a portion of your account is invested in TIAA Traditional Annuity, your beneficiary is entitled to income for a fixed period of not less than five nor more than 30 year. If all or a portion of your account is invested in CREF and TIAA Real Estate Account, your beneficiary is entitled to income for a fixed period of not less than two nor more than 30 years. However, in either case, the period selected cannot be longer than the life expectancy of the beneficiary.