

**PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION  
ALTERNATIVE RETIREMENT PLAN  
SUMMARY PLAN DESCRIPTION**

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## INTRODUCTION TO YOUR PLAN

The Pennsylvania State System of Higher Education (“Employer”) adopted the State System of Higher Education Alternative Retirement Plan (“Plan”) to provide you with the opportunity to save for retirement on a tax-deferred basis. This Summary Plan Description (“SPD”) contains valuable information regarding when you may become eligible to participate under the Plan, your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this SPD to get a better understanding of your rights and obligations under the Plan.

This SPD is written in a nontechnical manner using a question and answer format. We have attempted to answer most of the questions you may have regarding your benefits under the Plan. If this SPD does not answer all of your questions, please contact your University’s human resources office. The name and address of the Plan Administrator can be found in Article X of this SPD entitled GENERAL INFORMATION ABOUT THE PLAN.

This SPD describes the Plan’s benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the nontechnical language under this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. If you wish to receive a copy of the legal Plan document, please contact the Plan Administrator.

This SPD describes the current provisions of the Plan, as designed to comply with applicable legal requirements. The Plan is subject to federal laws, such as the Internal Revenue Code of 1986, as amended (the “Code”), and the laws of the Commonwealth of Pennsylvania, which may affect your rights. It is intended that the Plan is a governmental plan and, therefore, exempt from Title I of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (“IRS”). The Employer may also amend this Plan. If the provisions under this SPD change, we will notify you.

### ARTICLE I. PARTICIPATION IN THE PLAN

#### **Am I eligible to participate in the Plan?**

Most permanent employees of the Pennsylvania State System of Higher Education (the “Employer”) are eligible to participate in the Plan. Temporary employees will generally be eligible upon the earlier of completion of 750 hours or 100 days of service in a calendar year. The final determination of the rules for eligibility are based upon the rules established under the State Retirement Code as administered by the State Employees Retirement System (“SERS”). If you participate in SERS or the Public School Employees’ Retirement System (“PSERS”), you may not participate in the Plan.

### **When am I eligible to participate in the Plan?**

Permanent employees will be able to participate in the Plan upon the commencement of employment with the Employer. Temporary employees will be able to participate in the Plan upon their eligibility date; the earlier of completion of 750 hours or 100 days of service in a calendar year or when hired in a job classification reasonably expected to complete 750 hours or 100 days of service within the calendar year. Participation in the plan shall commence retroactively to the first day of the calendar year in which the temporary employee's eligibility date occurs, or as of the employee's date of hire within that calendar year, if later. Independent contractors, individuals compensated on a fee basis, or individuals paid directly by an entity other than an Employer are not eligible to participate in the Plan.

### **When is my Entry Date?**

Selection of a retirement plan is part of your initial online benefits enrollment process through Employee Self-Service (ESS). If ESS is not available, the Retirement Program Election form must be completed and returned to your University's human resources office. Failure to select a plan within 30 days from your first date of eligibility, will result in automatic enrollment in SERS, the defined benefit plan for Pennsylvania public employees.

### **What happens if I'm a participant, terminate employment, and then I'm rehired?**

If rehired, you will be eligible to participate in the Plan in the same manner as if your termination had not occurred. However, if you withdrew your entire Plan account balance upon your initial termination of employment, you must meet the same eligibility requirements as a new participant.

## **ARTICLE II. CONTRIBUTIONS**

This Article describes contributions that may be made to the Plan and how these contributions will be allocated to your account to provide for your retirement benefit. You are not taxed on the amounts contributed to the Plan on your behalf, generally, until you withdraw those amounts from the Plan.

### **How much will the Employer contribute to the Plan?**

Each year that you participate in the Plan, the Employer will contribute on your behalf an amount equal to 9.29% of your compensation on a payroll period basis. This contribution percentage will automatically be adjusted to reflect any changes made to the employer contribution rate for the Plan under laws of the Commonwealth of Pennsylvania.

These contributions will always be 100% vested and nonforfeitable.

### **Will I be required to make contributions to the Plan?**

Yes. Each participant in the Plan must contribute (through payroll withholding) an amount equal to 5% of compensation. These contributions will be excluded from your Federal taxable income.

These contributions are 100% vested and nonforfeitable.

### **What compensation is used to determine my Plan benefits?**

For the purpose of the Plan, compensation has a special meaning. Compensation for the purpose of the Plan has the same meaning as “Compensation” as defined for the purpose of the SERS and, generally, includes all forms of remuneration actually received (including employee contributions) but excluding severance payments, payments for unused vacation or sick leave and payments while on military leave.

### **Is there a limit on the amount of compensation which can be considered?**

The Plan cannot, pursuant to the Code, recognize compensation in excess of \$265,000. This 2016 limit will be adjusted in future years for cost-of-living increases.

### **Are there limits on how much can be contributed to my account each year?**

Generally, the Code imposes a maximum limit on the amount of contributions you may receive under the Plan. This limit applies to all contributions the Employer makes on your behalf and any other amounts allocated to any of your accounts during the Plan Year, excluding earnings and any transfers/rollovers. This total cannot exceed the lesser of \$53,000 or 100% of your annual compensation. This 2016 \$53,000 limitation is subject to adjustment in future years.

### **May I “roll over” payments from other retirement plans or Individual Retirement Accounts (“IRAs”)?**

At the discretion of the vendor providing the investment vehicles you have selected, you may be permitted to deposit into the Plan distributions you have received from other plans and IRAs. Such a deposit is called a “rollover” and may result in tax savings to you. You may ask your prior plan administrator or trustee to transfer directly (a “direct rollover”) to this Plan all or a portion of any amount, which you are entitled to receive as a distribution from a prior plan. Alternatively, if you received a distribution from a prior plan, you may elect to deposit any amount eligible for rollover within 60 days of receipt of the distribution. You should consult qualified counsel to determine if a rollover is permitted and in your best interest.

Your rollover will be placed in a separate account called a “participant’s transfer/rollover account.” You will always be 100% vested (your ownership rights) in “rollovers” and “direct rollovers.” This means that you will always be entitled to all of your rollover contributions. Rollover contributions will be affected by any investment gains or losses.

### **ARTICLE III. INVESTMENTS**

#### **How is the money in the Plan invested?**

The Plan has established procedures to permit you to direct the investment of contributions made by you or on your behalf to the Plan in one or more investment contracts provided by participating vendors (the “ARP Companies”). Each of the ARP Companies has established procedures for selecting and making changes with respect to the investment of contributions and the earnings thereon. Questions concerning the investment options and the procedures for changing investment options should be directed to the ARP Company(ies) you have selected. Information on the ARP Companies is available at <http://www.passhe.edu/inside/hr/syshr/Pages/arp.aspx>.

When you direct investments, your accounts are segregated for purposes of determining the gains, earnings, or losses on these investments. Your account does not share in the investment performance for other Participants who have directed their own investments.

You should remember that the amount of your benefits under the Plan will depend, in part, upon your choice of investments. Gains as well as losses can occur. There are no guarantees of performance, and neither the Employer, the Plan Administrator, the Trustee(s), nor any of their representatives provide investment advice or insure or otherwise guarantee the value or performance of any investment you choose.

Your account will be credited with investment earnings or losses on a payroll period basis.

### **ARTICLE IV. DISTRIBUTION OF BENEFITS**

#### **How do I become entitled to receive a distribution under the Plan?**

You will be entitled to your accounts balance under the Plan upon your termination of employment for any reason (including death or disability).

You may elect to have your benefits distributed to you as soon as administratively feasible following your termination of employment. (See the question, “How will my benefits be paid?” found in Article V of this SPD entitled “FORM OF BENEFIT PAYMENT.”)

### **ARTICLE V. FORM OF BENEFIT PAYMENT**

#### **How will my benefits be paid?**

There are various methods by which benefits may be distributed to you from the Plan. However, unless you or your beneficiary elect otherwise, all benefits under the Plan will be paid in one lump-sum cash payment.

### **May I elect another form of benefit?**

If you or your beneficiary elect not to receive your benefits in one lump sum, you may elect an alternative form of payment. Benefit payments may be made in one of the following methods:

- Installments over a definite term of years of not more than your assumed life expectancy (or the assumed life expectancies of both you and your beneficiary).
- Single life annuity.
- Joint and survivor annuity.
- The purchase of a different form of annuity.

### **May I delay the receipt of benefits?**

Yes, you may delay the receipt of benefits unless a distribution is required to be made. However, in addition to the benefit payment mentioned above, the Code requires certain minimum distributions to be made from the Plan. Distributions are required to begin not later than the later of the April 1st following the end of the year in which you reach age 70½ or retire. You should contact the ARP Company(ies) with which you are invested if you feel you may be affected by these rules.

## **ARTICLE VI. DEATH BENEFITS**

### **What happens if I die while working for the Employer?**

If you die while still employed, your entire account balance will be used to provide your beneficiary with a death benefit.

### **Who is the beneficiary of my death benefit?**

You may designate your beneficiary on a form to be supplied to the ARP Company(ies) (or via electronic designation as indicated by the ARP Company(ies)) with which you are invested.

In the event no valid designation of beneficiary exists, or if the beneficiary is not alive at the time of your death, the death benefit will be paid to your estate.

### **How will the death benefit be paid to my beneficiary?**

The death benefit will be payable in one lump-sum cash payment unless an alternate form of payment is elected.

### **When must the last payment be made to my beneficiary?**

If your designated beneficiary is a person (rather than your estate or most trusts), minimum distributions of your death benefit must generally begin within one year of your death and must be paid over a period not extending beyond your beneficiary's life expectancy. If your spouse is the beneficiary, the start of payments may be delayed until the year in which you would have attained age 70½. Generally, if your beneficiary is not a person, your entire death benefit must be paid within five years after your death.

### **What happens if I'm a participant, terminate employment, and die before receiving all my benefits?**

If you terminate employment with us and subsequently die, your beneficiary will be entitled to your remaining account balance at the time of your death. However, if you are receiving a joint and survivor annuity at the time of your death, your designated beneficiary, if any, will be entitled to any remaining payments according to the annuity.

## **ARTICLE VII. IN-SERVICE DISTRIBUTIONS/LOANS**

### **Can I withdraw money from my account while working?**

No. Except for participant loans, you are not entitled to receive a distribution of your benefits until the termination of your employment.

### **May I borrow money from the Plan?**

Yes. You may request a participant loan using an application form provided by the ARP Company(ies) (or apply via electronic methods as indicated by the ARP Company(ies)) with which you are invested.

### **What are the loan rules and requirements?**

There are various rules and requirements that apply for any loan, which are outlined in this question. Other questions about loans should be directed to the ARP Company(ies) with which you are invested. Generally, the rules for loans include the following:

- Although your entire account balance and loan history will be taken into consideration in determining entitlement for a loan, a loan may be secured only from the portion of your account which is held within a single ARP Company. Each loan application will be made to the applicable ARP Company. Each application will be reviewed by the Plan Administrator (or its designee) on a nondiscriminatory basis, but will be judged on your account balance and loan history and the proposed terms of the loan.
- The Plan Administrator may charge a loan origination fee to cover all or a portion of the cost of document preparation. In addition, the ARP Company which is the custodian of funds from which the loan proceeds emanate and to which loan

repayments are to be deposited may charge a loan origination fee and/or a loan maintenance fee in addition to any charge by the custodian of the fund from which the loan proceeds emanate. The amount of the fees, if any, shall be disclosed on the loan application form. Any fees charged shall be deducted from your account.

- Loans will be made available to all Participants on a reasonably equivalent basis, without regard to Participant's intended purpose. No more than 2 loans may be made to any Participant during any Plan Year, and no Participant may have more than 2 loans outstanding at any time. A Participant may only take a loan from a single ARP Company; if a Participant is interested in taking a loan in excess of the amount on deposit with any particular ARP Company, the Participant must either move funds to a single ARP Company or apply for multiple loans. Any amounts segregated within a single ARP Company are considered separate accounts for the purpose of this loan policy. Application for a loan by a Participant who, within the previous 2 years, defaulted on a loan from this plan or any other plan sponsored by the Employer shall be denied.
- No loan, when aggregated with any of your then outstanding loan(s), shall exceed the lesser of (i) \$ 50,000 reduced by the excess, if any, of the highest outstanding balance of loans during the one year period ending on the day before the loan is made, over the outstanding balance of loans from the Plan on the date the loan is made or (ii) one-half of the value of your vested account balance. The minimum amount of any loan shall be \$1,000.
- The repayment schedule of (principal and interest) shall provide for level amortization and for payments to be made no less frequently than monthly in cash or by check payable to the ARP Company from which the loan was made. Principal and interest payments will be reinvested in your investment funds in accordance with your investment allocation then in effect. Notwithstanding the foregoing, your obligation to repay a loan shall be suspended during a leave of absence for Qualified Military Service, as defined in Code Section 414(u).
- Each loan shall be repaid over a period of not more than 5 years, unless such loan is used to acquire a dwelling unit which will be used as the principal residence of you. If a loan is used to acquire your principal residence, the loan shall be repaid over a period of not more than 15 years. The rate of interest shall be the prime lending rate plus one percent or such other rate as indicated by the ARP Company.
- Any loan granted hereunder will require you to pledge up to 50% of your vested account balance as collateral for the loan.
- A loan shall be deemed to be in default when a scheduled installment payment is 45 days late. If payment has not been made within 15 days of the installment due date, the ARP Company will send you a letter notifying you that payment is due within 30 days of the date of the letter. If payment is not received within such stipulated time period, the following will take place:

- The loan is considered to be in default as of the date the last payment was due. The ARP Company will so notify the Plan Administrator.
- The remaining principal and accrued interest on the loan is deemed to be due and payable as of the date the last payment was due.
- You are deemed to have received a “constructive distribution” from the Plan in the amount equal to the remaining loan balance and accrued interest, subject to personal income and penalty taxes. However, you remain obligated to repay the loan. Form W-2P will be provided to you for the calendar year in which the default occurs. The loan, however, will not be charged against your vested account balance until you terminate service, retire, die, or otherwise qualify for distribution under the terms of the Plan.
- Although loan applications, documentation, and repayments will be processed by the ARP Companies to which the Plan Administrator has delegated such duties, the Plan Administrator shall have final authority to approve or deny any loan application.

## **ARTICLE VIII. TAX TREATMENT OF DISTRIBUTIONS**

### **What are my tax consequences when I receive a distribution from the Plan?**

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution.

### **Can I reduce or defer tax on my distribution?**

You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

(a) The rollover of all or a portion of the distribution to a traditional IRA or another qualified employer plan. This will result in no tax being due until you begin withdrawing funds from the traditional IRA or other qualified employer plan. The rollover of the distribution, however, must be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances, all or a portion of a distribution may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive.

(b) For most distributions, you may request that a direct transfer of all or a portion of a distribution be made to either a traditional IRA or another qualified employer plan willing to accept the transfer. A direct transfer will result in no tax being due until you withdraw funds from the traditional IRA or other qualified employer plan. Like the rollover, under certain circumstances, all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to receive the distribution rather than request a direct transfer, in most cases, 20% of the distribution amount will be withheld for federal income tax purposes.

**Whenever you receive a distribution, the ARP Company(ies) will provide a more detailed explanation of these options. However, the rules that determine whether you qualify for favorable tax treatment are very complex. You should consult with qualified tax counsel before making a choice.**

## **ARTICLE IX. PROTECTED BENEFITS AND CLAIMS PROCEDURES**

### **Is my benefit protected?**

As a general rule, the interest in your account, including your vested interest, may not be alienated. This means that the interest may not be sold, used as collateral for a loan, given away, or otherwise transferred. In addition, your creditors may not attach, garnish, or otherwise interfere with your account.

### **Are there any exceptions to the general rule?**

There are two exceptions to this general rule. The Plan must honor a “qualified domestic relations order.” A qualified domestic relations order is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, child, or other dependent. If a qualified domestic relations order is received by the Administrator, all or a portion of your benefits may be used to satisfy the obligation. The Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain, without charge, a copy of the Qualified Domestic Relations Order Procedure from the ARP Company(ies) with which you are invested.

The second exception applies if you are involved with the Plan’s administration. If you are found liable for any action that adversely affects the Plan, the Administrator can, under the laws of the Commonwealth of Pennsylvania, offset your benefits by the amount you are ordered or required by a court to pay the Plan. All or a portion of your benefits may be used to satisfy any such obligation to the Plan.

### **Can the Plan be amended?**

Yes. The Employer has the right to amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

### **What happens if the Plan is terminated?**

Although the Employer intends to maintain the Plan indefinitely, the Employer reserves the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan, and all amounts credited to your accounts will remain 100% vested. The Employer will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. (See the question “How will my benefits be paid?” found in Article V of this

SPD entitled “FORM OF BENEFIT PAYMENT.”) You will be notified of any modification or termination of the Plan.

### **How do I submit a claim for Plan benefits?**

You may submit to the ARP Company(ies) with which you are invested a written claim for benefits under the Plan. The ARP Company(ies) with which you are invested will evaluate your claim to determine if benefits are payable to you under the terms of the Plan. The ARP Company(ies) with which you are invested may solicit additional information from you, if necessary, to evaluate the claim.

If the ARP Company(ies) with which you are invested determines the claim is valid, you will receive information describing the amount of the benefit, the method or methods of payment, the timing of distributions, and other information relevant to payment of the benefit.

### **What if my benefits are denied?**

In the ordinary course, benefits will be paid to you and your beneficiaries without the necessity of formal claims. You or your beneficiaries may make a request for any Plan benefits to which you believe you are entitled. Any such request should be in writing and should be made to the ARP Company(ies) with which you are invested.

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the ARP Company(ies) will provide you with a written or electronic notification of the Plan’s adverse determination. This written or electronic notification must be provided to you within a reasonable period of time, but not later than 90 days after the receipt of your claim by the ARP Company(ies), unless the Company(ies) determines that special circumstances require an extension of time for processing your claim. If the ARP Company(ies) determines that an extension of time is required for processing, written notice of the extension will be furnished to you prior to the termination of the initial 90-day period. In no event will such extension exceed a period of 90 days from the end of such initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the ARP Company(ies) expects to render the benefit determination.

The ARP Company’s(ies’) written or electronic notification of any adverse benefit determination must contain the following information:

- (a) The specific reason or reasons for the adverse determination.
- (b) Reference to the specific Plan provisions on which the determination is based.
- (c) A description of any additional material or information necessary for you to perfect the claim, and an explanation of why such material or information is necessary.
- (d) Appropriate information as to the steps to be taken if you or your beneficiary want to submit your claim for review.

If your claim has been denied, and you want to submit your claim for review, you must follow the Claims Review Procedure.

### **What is the Claims Review Procedure?**

Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Plan Administrator.

**(a) You must file the claim for review no later than 60 days after you have received written or electronic notification of an adverse benefit determination.**

(b) You may submit written comments, documents, records, and other information relating to your claim for benefits.

(c) You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

(d) Your claim must be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The Plan Administrator will provide you with written or electronic notification of the Plan's benefit determination on review. The Plan Administrator must provide you with notification of this denial within 60 days after the Plan Administrator's receipt of your written claim for review, unless the Plan Administrator determines that special circumstances require an extension of time for processing your claim. If the Plan Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 60-day period. In no event will such extension exceed a period of 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the determination on review. In the case of an adverse benefit determination, the notification will set forth:

(a) The specific reason or reasons for the adverse determination.

(b) Reference to the specific Plan provisions on which the benefit determination is based.

(c) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

If benefits are provided or administered by an insurance company, insurance service, or other similar organization, which is subject to regulation under the insurance laws, the claims procedure relating to those benefits may provide for review. If so, that company, service, or organization will be the entity to which claims are addressed. Ask the Plan Administrator if you have any questions regarding the proper person or entity to address claims.

If your claim for benefits is denied upon review, in whole or in part, you may file suit in a court of appropriate jurisdiction.

## **ARTICLE X. GENERAL INFORMATION ABOUT THE PLAN**

There is certain general information you may need to know about the Plan. This information has been summarized for you in this article.

### **General Plan Information**

The Pennsylvania State System of Higher Education Alternative Retirement Plan is the name of the Plan.

We have assigned Plan Number 001 to the Plan.

The amended and restated provisions of the Plan became effective on July 1, 2003.

The Plan's records are maintained on a 12-month basis. This is known as the Plan Year. The Plan Year begins on July 1st and ends on June 30th.

The Plan will be governed by the laws of the Commonwealth of Pennsylvania.

Benefits provided by the Plan are not insured by the Pension Benefit Guaranty Corporation because the insurance provisions are not applicable to the Plan.

### **Employer Information**

Your Employer's name, address, and identification number are: The Pennsylvania State System of Higher Education, 2986 North Second Street, Harrisburg, PA 17110.  
EIN: 25-1690694.

### **Plan Administrator Information**

The Plan Administrator is responsible for the day-to-day administration and operation of the Plan. The Plan Administrator may designate another person or persons to perform some duties of the Plan Administrator. For example, the Plan Administrator contracts with the ARP Company(ies) to maintain the Plan records, including your account information; provide you with the forms you need to complete for Plan participation; and direct the payment of your account at the appropriate time. The Plan Administrator will allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan and your participation, you should contact your human resources office.

The name, address, and business telephone number of the Plan Administrator are: ARP Plan Administrative Committee, 2986 North Second Street, Harrisburg, PA 17110.  
Telephone: 717-720-4160.

## **Contract Information**

All money contributed to the Plan is held in one or more investment contracts administered by the ARP Company(ies).