

**SUMMARY**

**North Dakota University System  
403(b) TDA Retirement Plan**

**February 2022**

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## INTRODUCTION

North Dakota University System (“NDUS”) is pleased to provide you with this summary of the North Dakota University System 403(b) TDA Retirement Plan (the “Plan”). Because the Plan will provide valuable benefits to you and your family, you should read it carefully and keep it for future reference.

The term “Employer” also refers to each of the institutions listed on page 3 of this Summary. Whenever the word “Employer” is used in this summary, it refers to your employer, whether NDUS or one of the Employers listed on page 3.

The Plan is intended to provide protection for you and your family at retirement or death or if you become permanently disabled. By permitting you to make before-tax, cash contributions to the Plan you are rewarded and assisted in saving for your retirement. The plan also allows you to designate all or a portion of your contributions as Roth contributions. By doing so, the contributions will be included in your gross income at the time they are made and subject to applicable withholding taxes. However, these contributions and the earnings on such contributions will not be taxable when distributed to you or your beneficiary so long as it is a “qualified distribution” as explained in Item 10.

This summary briefly describes the most important features of the Plan. The official plan documents are more detailed and set out all of the Plan’s features, including the effective dates of all plan provisions. The official plan documents govern the Plan. If there is ever any conflict between the official plan documents and anything in this summary, or any other materials that you may receive from NDUS or your Employer regarding the Plan, the official plan documents will control.

A copy of the Plan is on file in the main offices of NDUS and is available to you during regular business hours. Your questions regarding the Plan should be addressed to NDUS as follows:

David Krebsbach  
600 E. Boulevard Ave, Dept. 215  
Bismarck, ND 58505-0230  
Ph: (701) 328-4116 Fax: (701) 328-2961  
Email: [david.krebsbach@ndus.edu](mailto:david.krebsbach@ndus.edu)  
Web: [ndus.edu](http://ndus.edu)

\* \* \*

## HIGHLIGHTS OF THE PLAN

- PARTICIPATION:** An eligible employee may begin to participate as soon as reasonably practicable following his or her date of hire.
- CONTRIBUTIONS:** Before-tax contributions, called 403(b) salary deferral contributions, may be made by a participant. A participant may make pretax salary deferral contributions or designate all or a portion of such salary deferral contributions as after-tax Roth contributions. Employees may also contribute certain amounts received as distributions from other qualified retirement plans and certain IRAs, which are referred to as rollover contributions.
- VESTING:** All contributions are 100% vested.
- INVESTMENTS:** You can direct the investment of your accounts in the Plan among various funding vehicles, subject to any administrative restrictions determined by NDUS. A list of funding vehicles is provided below.
- DISTRIBUTIONS:** Generally, your accounts in the Plan are distributed following your termination or retirement. In certain limited circumstances, you may receive your benefit while you are still employed.

\* \* \*

**IDENTIFYING INFORMATION**

**PLAN SPONSOR:** North Dakota University System  
State Capitol  
600 E. Boulevard Ave., Dept. 215  
Bismarck, ND 58505-0230  
(701) 328-2960

**FEDERAL IDENTIFICATION  
NUMBER ASSIGNED TO  
PLAN SPONSOR:** 43-1974004

**PLAN NUMBER ASSIGNED  
BY PLAN SPONSOR:** 002

**PARTICIPATING INSTITUTIONS:  
("EMPLOYERS")** University of North Dakota  
Williston State College  
Lake Region State College  
North Dakota State University  
Dakota College Bottineau  
North Dakota State College of Science  
Dickinson State University  
Mayville State University  
Minot State University  
Valley City State University  
Bismarck State College  
North Dakota University System Office  
NDUS System Information Technology Services

**PLAN ADMINISTRATOR:** North Dakota University System

**PLAN YEAR:** July 1 through June 30

**AGENT FOR SERVICE OF  
LEGAL PROCESS:** Any officer of NDUS, at the address shown above.

\* \* \*

## MORE ABOUT THE PLAN

**1. How do I become a “participant” in the Plan?** You are eligible to participate if you are not a member of an excluded class of employees. If you are eligible to participate, you may begin to participate as soon as administratively practicable following your date of hire.

**2. How do I benefit from the Plan?** You may make the following types of contributions to the Plan:

- The first is a 403(b) salary deferral contribution. The contribution may be made on a pretax basis or you may irrevocably designate all or a portion of it as a Roth contribution. A Roth contribution is includible in your gross income and subject to all applicable wage withholding requirements.
- The second is a rollover contribution as described in Item 5 below.

**SALARY  
DEFERRAL  
CONTRIBUTIONS:**

As of the entry date (see Item 1) on which you become a participant, you may begin making 403(b) salary deferral contributions. 403(b) salary deferral contributions are a convenient way to save for your future and result in tax savings for you. Under current tax laws, these contributions are not considered a part of your taxable income for state and federal income tax purposes; however, they are considered as wages for FICA and FUTA taxes and are, therefore, subject to withholding with respect to the contributions.

You may designate all or a portion of your salary deferral contributions as Roth contributions. By doing so, the contributions will be made after federal and state income taxes and FICA and FUTA taxes, if required, have been withheld with respect to them. However, designated Roth contributions and earnings on such contributions will not be taxed when distributed to you or your beneficiary so long as it is a “qualified distribution” as explained in Item 10. Your election to designate all or a portion of your salary deferral contributions as Roth contributions is irrevocable. This means that once the contributions are designated Roth contributions, they cannot later be changed to pretax salary deferral contributions.

To begin making salary deferral contributions, you must first enter into a salary deferral agreement with the Employer. You may

make both pretax salary deferral contributions and designated Roth contributions in the same year in any proportion you choose. Special rules governing the authorization of payroll deductions will be communicated to you from time to time by NDUS.

At the time you complete your salary deferral agreement, you must designate what portion of your compensation you would like to have contributed to the plan and treated as a pretax salary deferral contribution, if any, and what portion you would like includible in your gross income and treated as a designated Roth contribution, if any. If, for any reason, you later wish to change, discontinue or reinstate your contributions, you may do so as of any payroll date by giving the Employer advance written notice. As mentioned above, once you have designated your contributions as Roth contributions, they cannot later be changed to pretax salary deferral contributions although future salary deferral contributions may be changed. You should give careful consideration as to the amount that you want deducted from your pay and contributed to the plan.

In general, your 403(b) salary deferral contributions for the year may not exceed **any** of the following:

- \$20,500 for 2022 (which may be increased in later years for cost-of-living increases). This is a calendar-year limitation.
- When aggregated together with contributions made to any other 403(b) annuity contract purchased for you by your Employer, 100% of your compensation (as described in Item 4) or \$61,000 for 2022, whichever is less. The dollar limitation **may** increase from time to time for cost-of-living increases, but only in \$1,000 increments. This is a plan-year limitation.

If you are or will be age 50 or older by the end of the calendar year, you may be entitled to make an additional so-called “catch-up” 403(b) contribution. Catch-up contributions may be made on a pretax basis or designated as Roth contributions in which case they are includible in gross income. Catch-up 403(b) contributions are not subject to the limits described above. In 2022, your catch-up 403(b) contribution cannot exceed \$6,500. You must, however, satisfy certain conditions imposed by the IRS before such contributions are treated as catch-up 403(b) contributions for the year. For example, you may be required for the year, disregarding the additional catch-up contribution to make regular 403(b) contributions of the full \$20,500 limit or to be limited by some plan-imposed 403(b) limitation. You may make these additional contributions during the plan year with your regular pretax 403(b)

contributions or designated Roth contributions. If you are interested in receiving more information about catch-up 403(b) contributions, please contact NDUS.

In addition, special catch-up contributions apply if you have at least 15 years of service. Please contact NDUS for more information.

**3. What is my “compensation”?** Your compensation is the amount of your salary and other cash compensation paid to you during the calendar year as reported on your W-2, including amounts that you receive for leave payouts or buyouts.

**4. Does the law limit the annual addition to my account in a plan year?** Federal tax laws restrict the annual addition that may be set aside for your retirement each plan year. The “annual addition” is the total of Employer contributions (if any) and 403(b) salary deferral contributions made under all 403(b) annuity contracts purchased on your behalf by your Employer. The annual addition does not include rollover contributions (as described in Item 5) or earnings on contributions. The annual limit is (i) 100% of your includible compensation, or \$61,000, whichever is less. Your “includible compensation” includes the amount of your cafeteria plan, qualified transportation fringe benefit plan, Section 403(b) and Section 457 contributions, and might not be the same as your “compensation” for the plan year. The \$61,000 limit is effective for the calendar year/limitation year that ends December 31, 2022 and *may* increase in future years for cost-of-living in \$1,000 increments.

**5. May I contribute distributions that I receive from a prior employer’s qualified retirement plan?** There is another kind of contribution that you can make to the Plan. It is called a rollover contribution. If you receive an “eligible rollover distribution” from a qualified retirement plan of a prior employer, a 403(b) annuity or custodial account or a 457(b) plan maintained by a governmental entity, you may contribute it to this Plan and defer paying income taxes on such amounts that have not previously been taxed. Whoever makes a distribution should inform you whether it is an eligible rollover distribution. You may make a rollover contribution whether or not you have become a participant in this Plan as described in Item 1. You may also contribute amounts distributed from a “conduit” IRA (an IRA the assets of which are solely attributable to a rollover from a prior employer’s plan). A rollover contribution must be completed within 60 days after the date you receive the distribution. The Plan will also accept a direct rollover. Except for designated Roth contributions made under a qualified retirement plan of a prior employer, you may not contribute any amounts that have a tax basis (*i.e.*, amounts that would be reported to the government as not being taxable upon being distributed to you).

Very technical rules apply to rollover contributions. You should contact TIAA for additional information. You and TIAA can then determine whether you qualify to make a rollover contribution.

**6. What happens to contributions?** To give you a greater degree of flexibility and control over the investment of your Plan accounts, NDUS has authorized several fixed or

variable annuity contracts and custodial accounts with different investment objectives (referred to as “funding vehicles”). A current list of those funding vehicles is attached at the end of this summary. These funding vehicles may be updated from time to time. You will be given more information about these funding vehicles so that you (or your beneficiary following your death) may decide how to invest your accounts. You will have the opportunity to change your investment elections on a daily basis (although this is not recommended). Each participant has an undivided interest in the fund or funds selected. Your accounts and the accounts of other participants who choose a particular funding vehicle will share in the net investment return of that fund. If you do not make an investment election, your accounts will automatically be invested exclusively in the Lifecycle Funds -- the Plan’s “default” fund. If your accounts are so invested, you may use the procedures described above to select different funding vehicles. Information on the default funding vehicle can be found at [www.tiaacref.org](http://www.tiaacref.org).

The Plan is valued on a daily basis and your accounts will be adjusted daily to reflect any increase or decrease in value. Even if you are no longer employed by your Employer but continue to have an account in the Plan, you will share in the investment performance of the Plan.

A variety of fees and expenses may be charged to your accounts and will affect your retirement savings. For example, investment fees are generally assessed as a percentage of assets invested, and are deducted directly from your investment returns. Investment fees can be in the form of sales charges, loads, commissions, 12b-1 fees, or management fees. You can obtain more information about such fees from the documents (e.g., a prospectus) that describe the investments funds.

Plan administration fees cover the day-to-day expenses of the Plan for recordkeeping, accounting, legal and trustee services, as well as additional services that may be available under the Plan, such as daily valuation, telephone response systems, internet access to plan information, retirement planning tools, and educational materials. In some cases, these costs are covered by investment fees that are deducted directly from investment returns. In other cases, these administrative fees are paid by NDUS or are passed through to the participants in the Plan, in which case a recordkeeping fee will be deducted from your accounts.

Transaction-based fees are associated with optional services offered under the Plan, and may be charged directly to your accounts if you take advantage of a particular plan feature that may be available. For more information on fees associated with your accounts, please contact TIAA at [www.tiaa.org](http://www.tiaa.org).

**7. Will I lose benefits if I terminate employment with my Employer?** Your 403(b) salary deferral contributions (increased or decreased by net earnings or losses) are always 100% vested. The same is true of rollover contributions (increased or decreased by net earnings or losses). Therefore, if you terminate employment, you will not lose or forfeit such amounts.

**8. When and how will I receive my benefits from the Plan?**

**DISTRIBUTIONS  
AFTER TERMINATION  
OF EMPLOYMENT:**

You may receive a distribution after you terminate employment for any reason. In order to receive a distribution, you must submit a written request to TIAA prior to the valuation date as of which you wish to receive your distribution. The distribution will then be made as soon as administratively practicable following such valuation date.

If the value of your vested accounts is \$5,000 or less, it will be paid to you as soon as practicable following the valuation date after your termination of employment. You may have to file a distribution request form, depending on the value of your accounts. However, if you fail to make an election regarding the form and timing of your distribution, and the value of your accounts is greater than \$1,000 but not greater than \$5,000, excluding amounts credited to a rollover account under the Plan, your accounts will automatically be rolled over directly to an IRA established by TIAA for you. The amounts rolled over will be invested in very low-risk investments, such as money market funds. The costs of the IRA will be no greater than are imposed by TIAA for other IRAs. Once your accounts are distributed in a direct rollover to an IRA, you will no longer be a participant in this Plan, and you should contact TIAA immediately to obtain a new beneficiary designation form for your IRA. For further information concerning the automatic direct rollover provisions, the IRA provider and the fees and expenses associated with an IRA, please contact TIAA.

**DISTRIBUTIONS  
WHILE EMPLOYED:**

In general, you may withdraw amounts from your accounts while you are employed by your Employer if you have reached age 59-½. In order to receive a distribution, you must file a written request with NDUS prior to the valuation date as of which you wish to receive the distribution. The distribution will then be made as soon as administratively practicable following such valuation date. Special distribution rules may be available to you if you made contributions prior to December 31, 1988. Please contact NDUS for more information.

**Military Service Distribution.** If permitted by the funding vehicle, you may receive a distribution from your 403(b) salary deferral contributions account if you are performing military service while on active duty for a period of more than 30 days regardless of your age. However, the distribution may be subject to the 10% penalty tax described in Item 10 unless you were called to duty for a period of more than 179 days or an indefinite period.

If the distribution is not subject to the 10% penalty tax, the amount distributed to you, or a lesser amount, may be contributed to an IRA within two years of the last day of active duty disregarding the otherwise applicable annual limits on IRA contributions. You may want to consult with your professional tax advisor for advice on this matter.

**WHEN  
DISTRIBUTIONS  
MUST BEGIN:**

Unless you filed a special extended payment election in 1983, you must receive your distribution no later than April 1 of the year following the calendar year in which you reach age 70-1/2 or retire, whichever is later. The date by which you must receive your distribution is referred to as the “required beginning date.” The form of minimum required distributions is discussed below. If you filed a special extended benefit election in 1983, your payments can be delayed until you retire, or later, consistent with your election. The form of minimum required distributions is discussed below.

If you have reached your required beginning date—the April 1 described above under the heading “WHEN DISTRIBUTIONS MUST BEGIN”—you will be required to receive distributions each calendar year (by December 31, except in the first year where the minimum distribution can be deferred to April 1 of the following year) of amounts that are not less than an annual amount determined each year by the Plan Administrator using a life expectancy table issued by the Internal Revenue Service and based on your account balance as of the preceding December 31.

All forms of distribution are subject to minimum payout rules which determine when distributions must begin and how much must be distributed each calendar year. You should consult with your estate planning advisor and your professional tax advisor.

**FORMS OF  
DISTRIBUTION:**

If the value of your vested accounts is \$5,000 or less, you will receive a single-sum payment in the amount of your vested accounts. However, as explained above, if the value of your accounts is greater than \$1,000 but not greater than \$5,000, and you fail to make an election regarding the form and timing of your distribution, your accounts will automatically be rolled over directly to an IRA established by TIAA NDUS for you. If the value is more than \$5,000, the value of your accounts may be paid to you in a single-sum payment, a partial lump sum, installments or applied to the purchase of an annuity contract.

**9. If I receive a distribution before age 59-1/2, will I incur a penalty tax?** As a general rule, you will incur a 10% federal penalty tax with respect to taxable amounts you

receive from the Plan prior to attaining age 59-1/2. There are several circumstances, however, in which you will not incur the 10% penalty tax:

- If you terminate employment with your Employer after attaining age 55.
- To the extent that deductible-type medical expenses that you have paid during the year exceeded 7.5% of your adjusted gross income for the year.
- If the payment is pursuant to a qualified domestic relations order as a result of divorce or legal separation.
- To the extent that the payment is rolled over (and only to the extent it is rolled over) in a tax-deferred rollover to an individual retirement account (with certain exceptions), another qualified retirement plan, Section 403(a) annuity, Section 403(b) annuity or custodial account or governmental Section 457(b) plan.
- If you become disabled as defined for social security purposes.
- If the IRS seizes your accounts pursuant to a levy.
- You receive a distribution of your 403(b) salary deferral contributions while an active reservist called to duty for more than 179 days or an indefinite period.

**10. Are there other tax consequences if I receive a distribution?**

**General.** Except as for designated Roth contributions and earnings on such contributions, you will incur federal and state income taxes with respect to the distribution of any amounts to you that have not been previously taxed, as will your beneficiary in the event of your death. If you wish to defer paying taxes on your distribution, you may wish to roll it over to another qualified plan, conduit IRA or certain other retirement savings vehicles that accept rollovers. In the event of your death, your surviving spouse may be eligible to roll over amounts held in the plan for him or her. Your nonspouse beneficiary may also be eligible to roll over amounts directly to an IRA. Only certain distributions are eligible to be rolled over. An account holding designated Roth contributions can only be rolled over to another designated Roth account or to a Roth IRA.

Detailed information regarding the tax consequences of distributions and the availability of a rollover will be provided by TIAA to you before a distribution is made. You will want to read that information very carefully before deciding how to direct the trustee to make your distribution. TIAA is required to provide this information to you at least 30 days prior to the distribution and to give you a 30-day period to make your decision. Under certain circumstances, you may waive the 30-day period by returning your election form before the end of that period. In that case, your distribution can be made as soon as possible after the date you return your election form, depending on when your accounts are valued as explained in Item 6.

If your distribution occurs after you have attained age 59-1/2, you may be able to choose favorable income tax treatment. Ten-year forward averaging or long-term capital gain treatment may be elected by those individuals who attained age 50 on or before January 1, 1986. You must, however, receive a distribution of all of your accounts in the Plan and in other profit sharing plans maintained by your Employer, if any, in the same year and must have been a participant for at least five years. The averaging and capital gain rules are very technical. You will be advised of some of those rules before you receive a distribution, but you should also consult with a professional tax advisor before you take a distribution.

**Special Rules for Roth Contributions.** Designated Roth contributions and earnings on such contributions will not be taxable when distributed from the plan to you or your beneficiary so long as it is a “qualified distribution.” A qualified distribution is one that occurs at least five years after the year of your first designated Roth contribution (counting the first year as part of the five), and is made (i) on or after your attainment of age 59-½, (ii) on account of your disability, or (iii) on or after your death. In the case of a distribution to an alternate payee or beneficiary, the age, death or disability of the participant is used to determine whether the distribution is qualified. The only exception is a rollover by an alternate payee or surviving spouse to a designated Roth account under a plan of his or her own employer, in which case such individual’s age, death or disability is used.

If you receive a distribution of designated Roth contributions and earnings that is not a qualified distribution, the portion relating to designated Roth contributions is not included in your gross income. The portion relating to earnings is included in income and is determined based on the ratio of the total earnings to the total balance of your designated Roth account. For example, if a nonqualified distribution of \$5,000 is made from your designated Roth account at a time when the account consists of \$9,400 of designated Roth contributions and \$600 of earnings, the distribution will consist of \$4,700 of designated Roth contributions (not includible in income) and \$300 of earnings (includible in your income).

If you have any questions concerning the taxation of designated Roth contributions, please contact TIAA.

## **11. If I die, what happens to amounts credited to my account?**

### **BENEFICIARY:**

When you become a participant, you should complete a beneficiary designation form, and you should update it periodically as necessary. On the beneficiary designation form, you will name the person(s) who will receive your accounts if you die before all vested amounts credited to your accounts have been paid to you. You may obtain a beneficiary designation form at TIAA’s website at [www.tiaa.org](http://www.tiaa.org). Who you name as a beneficiary and when your beneficiary will be paid the benefit under the Plan may

have significant financial consequences. You should always consult with your estate planning advisor when initially naming beneficiaries or changing beneficiaries.

If you have not filed a beneficiary designation form before your death, the Plan's provisions will determine who will be paid the value of your accounts at death.

If you are married and you do not name your spouse as your sole beneficiary on your beneficiary form, your spouse must consent to the designation of other beneficiaries. If your spouse does not consent, if the consent is invalid, or if you do not file a beneficiary form, your spouse will be paid the entire value of your accounts. If you wish to change beneficiaries, you may sign a new beneficiary form and your spouse must sign the consent again, if required.

**WHEN  
DISTRIBUTIONS  
MUST BEGIN:**

Generally speaking, the law requires that if your death occurs before the required beginning date, described above, your entire account must be paid to your beneficiaries by the last day of the fifth calendar year following the calendar year of your death. If payments begin by December 31 of the calendar year following the year of your death, payments may be made over the life expectancy of your designated beneficiary. However, if you named your spouse as your sole beneficiary, your spouse may delay payment until the last day of the calendar year in which you would have reached age 70-1/2 had you not predeceased your spouse.

The rules on distributions at death are exceedingly complex and there are many ways that you and your beneficiaries may be able to arrange distributions, not described above, that may benefit you and your beneficiaries. You should always consult your estate planning advisor before distribution decisions are made and implemented.

**FORMS OF  
DISTRIBUTION:**

If the value of your death benefit is \$5,000 or less, it will be distributed to your beneficiary in a single-sum payment. If the value exceeds \$5,000, your beneficiaries may elect to receive your death benefit in a single-sum payment or installments. However, the law may restrict the way that it is paid to your beneficiary. If the entire vested amount in your accounts has been paid to you before you die in the form of a single sum, an annuity contract, installment contract, or any other way, your beneficiaries will not receive a death benefit from the Plan. There may be a survivor benefit, however, under an annuity or other contract.

**12. Will distributions after my death be taxed?** Distributions at your death are subject to state and federal income taxes and may be eligible for 10-year special averaging treatment, as described in Item 10. The value of your accounts at death is includable in your estate and may be subject to estate taxes, depending upon the size of your estate and how your estate plan has been structured. No 10% penalty tax (see Item 9 above) will be incurred by your beneficiary upon receipt of a distribution at your death, even if you are less than age 59-½ when you die. Your spouse will generally be permitted to roll over his or her distribution to an IRA or other retirement savings vehicle under the rules described in Item 10. Your nonspouse beneficiary may also be eligible to roll over amounts directly to an IRA as discussed in Item 11. You should consult with your estate planning advisor or your professional tax advisor for advice on these matters.

**13. What happens to my benefits if I divorce or am separated?** If your spouse has obtained a judgment, decree or order that provides for child support, alimony payments or marital property rights, the Plan may be required to pay benefits to your spouse or former spouse. The precise amount and the way in which the payment may be made are described in detail in the Plan. The Plan cannot pay your spouse or former spouse, however, until TIAA has received the judgment, decree or order and has determined that it meets all of the technical requirements of the law. That determination may take several months. In order to avoid delays, your attorney or your spouse's or former spouse's attorney should contact TIAA to find out what will be required and the procedures for reviewing such judgments, decrees or orders. You may obtain, without charge, a copy of these procedures by contacting TIAA. Your spouse will generally be permitted to roll over his or her distribution to an IRA or other retirement savings vehicle under the rules described in Item 10.

**14. May I borrow from the Plan?** You are permitted to borrow from the Plan. The Plan contains complex provisions required by law to regulate loans to participants. Every loan to a participant must comply with these rules. Please contact TIAA for more information.

**15. May I use my Plan benefits to secure a loan to a third party?** Under no circumstances may you assign your Plan benefit as security for a loan. Any attempted assignment will be ineffective.

**16. How will military service affect my participation in the Plan?** If you are timely reemployed by your Employer after a period of military service, federal law entitles you to credit for certain purposes under the Plan for your period of military service and certain benefits under the Plan that were provided to other participants during your absence for military service. If you are an employee and you die while engaged in qualified military service, your beneficiaries may be entitled to any additional benefits (other than benefit accruals) relating to qualified military service had you resumed active employment and then terminated employment on account of death. See Item 9 which also describes distributions that may be made to you if you are on a leave of absence for military service for a period of more than 30 days. For more information about these benefits, please contact NDUS.

**17. What if I want NDUS to review a decision affecting my benefits?** If you do not agree with the way your claim for benefits has been handled, you may object in writing

during the 30-day period after the date payment of benefits is to begin, or would begin if any benefits were payable. Your authorized representative may also object on your behalf, subject to any documentation required by NDUS to verify that such representative has that authority.

NDUS must respond to your written objection. That response must be in writing and must be provided to you during the 90-day period following NDUS' receipt of your written objection. However, if special circumstances require an extension of the time period for NDUS to make a decision, NDUS will, within the initial 90-day period, notify you of those circumstances and the date by which NDUS expects to make its decision. In no event will NDUS have longer than 180 days from the receipt of your written objection to make its decision. NDUS will issue a written explanation of its decision, which must:

- State the reason(s) why your claim for benefits was denied;
- Specifically refer to any plan provisions that formed the basis for NDUS' decision;
- Describe any additional material or information necessary for you to perfect your claim and why that material or information is necessary; and
- Describe the procedures you must follow to have your claim reviewed further, including your right to bring a civil action in the event of an adverse decision.

If you disagree with NDUS' decision, you may request an appeal by filing a written application for review with NDUS within the 60-day period following your receipt of the notice of denial of your original claim. You will be entitled to review any applicable Plan documents or other records, to request copies of such documents without charge, and to submit written comments, documents or other materials relating to your claim for benefits. NDUS must provide you with a decision on your appeal within 60 days following receipt of your written request. However, if special circumstances require an extension of the time period for NDUS to make a decision, NDUS will, within the initial 60-day period, notify you of those circumstances and the date by which NDUS expects to make its decision. In no event will NDUS have longer than 120 days to make its decision. NDUS will issue a written explanation of its decision, which will be considered final. That explanation must:

- State the reason(s) why your claim for benefits was denied;
- Specifically refer to any plan provisions that formed the basis for NDUS' decision;
- Inform you that you may have reasonable access to all documents, records and other materials relevant to your claim, and may request copies at no charge; and
- Inform you of your right to bring a civil action.

If you do not give proper notice or otherwise follow the rules for filing and reviewing claims under the Plan, you and/or your beneficiary may not be able to take further legal action, including arbitration, to contest any decision made under the Plan with respect to your benefits.

**18. Are my Plan benefits guaranteed or insured?** Under federal law, the benefits under some types of retirement plans are insured by the Pension Benefit Guaranty Corporation if the Plan is terminated. This termination insurance is available only to plans that are “defined benefit” plans. Under federal law, this Plan is a defined contribution plan and not a defined benefit plan. Therefore, the contributions, accounts and benefits under the Plan are not insured by the Pension Benefit Guaranty Corporation. -

**19. Will the Plan continue indefinitely?** NDUS has the right to terminate or change the Plan at any time. However, such circumstances cannot be used to take away your vested interest that you earned before the Plan was terminated or changed unless required by law, government regulation or court decision. Furthermore, no change is permitted that would give NDUS or any Employer any interest in any assets of the Plan.

\* \* \*

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## **Funding Vehicles**

### **TIAA and CREF Annuities**

TIAA Traditional Annuity  
TIAA Real Estate Account  
CREF Stock Account  
CREF Money Market Account  
CREF Bond Market Account  
CREF Social Choice Account  
CREF Global Equities Account  
CREF Equity Index Account  
CREF Growth Account  
CREF Inflation Linked Bond Account

### **TIAA-CREF Mutual Funds**

TIAA-CREF International Equity Fund  
TIAA-CREF Large-Cap ValueFund  
TIAA-CREF Lifecycle Retirement Income Fund  
TIAA-CREF Mid-Cap Growth  
TIAA-CREF Mid-CapValue Fund  
TIAA-CREF Small-Cap Equity Fund

### **TIAA-CREF Lifecycle Funds**

TIAA-CREF Lifecycle 2010Fund  
TIAA-CREF Lifecycle 2015Fund  
TIAA-CREF Lifecycle 2020Fund  
TIAA-CREF Lifecycle 2025Fund  
TIAA-CREF Lifecycle 2030Fund  
TIAA-CREF Lifecycle 2035Fund  
TIAA-CREF Lifecycle 2040Fund  
TIAA-CREF Lifecycle 2045Fund  
TIAA-CREF Lifecycle 2050Fund  
TIAA-CREF Lifecycle 2055Fund

### **Money Market Fund**

Vanguard Federal Money Market Investor (VMFXX)

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