Boston College 401(k) Retirement Plans I & II

This Summary Plan Description (SPD) applies to participants in the Boston College 401(k) Retirement Plan I and the Boston College 401(k) Retirement Plan II and reflects

Background of the Boston College 401(k) Retirement Plan I

Effective April 1, 1985, Boston College established a retirement plan referred to as the Boston College Qualified Retirement Plan (the “Prior Plan”). A Trust Agreement was adopted by the College and was intended to form a part of the Prior Plan. Effective July 1, 1997, the Prior Plan was renamed the Boston College 401(k) Retirement Plan I (“Plan I”), with investment options administered exclusively by TIAA-CREF (Teachers Insurance and Annuity Association – College Retirement Equities Fund), now known as TIAA. Participants in the Prior Plan on June 30, 1997 automatically continued as participants in Plan I on July 1, 1997. Participants in Plan I had the opportunity to transfer any portion of their accounts under Plan I to Plan II (see below) and become participants in Plan II.

Background of the Boston College 401(k) Retirement Plan II

Effective July 1, 1997, the College established the Boston College 401(k) Retirement Plan II ("Plan II"), a separate qualified retirement plan maintained by the College, the assets of which are invested exclusively in registered mutual funds offered through Fidelity Investments. As of July 1, 1997, the portion of participant accounts under Plan I, which had been invested in mutual funds offered by Scudder Investments, were automatically transferred under Plan I into registered mutual funds offered through Fidelity Investments. A Plan I participant could choose to retain such accounts under Plan I by transferring such accounts to investment options offered by TIAA under Plan I.

What Benefits Are Provided under the Program

When participants retire or otherwise leave the College, the amount in their account(s) can be paid to them as a lump sum, as a lifetime income under a variety of annuity options, or in other forms as permitted by the Investment Vendors.

What Death Benefits Are Provided under the Program

If a participant dies before retirement payments have started, his or her spouse or designated beneficiary is entitled to the full value of the balance in the participant's accounts. If the participant dies on or after retirement payments have begun, the death benefit depends upon the benefit payment option elected by the participant.

date he terminates employment, and excluding any period between his termination of employment date and his re-employment date, if applicable, unless otherwise provided under the Retirement Program. Such an employee's Years of Service for eligibility purposes include the first 12 months of any layoff as well as the entire period of any paid and unpaid Authorized Leaves of Absence.

For any employee who is in an ineligible class and who is regularly scheduled to work fewer than 35 hours per week, a Year of Service for eligibility purposes means a computation period during which he is credited with at least 1,000 hours of service, including for this purpose, hours of service credited for periods of any paid and unpaid Authorized Leaves of Absence. For such an employee, a computation period for eligibility purposes is a full 12-month period, beginning on the employee's date of employment. If the employee is not credited with a Year of Service during his first computation period, subsequent computation periods will begin on the first day of each Plan Year beginning after his date of employment.

Plan Participation

Each eligible employee shall be notified by the College when eligibility for plan participation first occurs. Each eligible employee shall become a participant on the first day of the month coinciding with or next following the date the employee enrolls in the Retirement Program by submitting a completed election form. Participation in the Retirement Program is voluntary. Once enrolled, a participant is required to make his 2% contribution, and matching contributions by the College will commence to the Investment Vendor(s) and investment option(s) elected by the participant.

How Benefits Are Earned

Benefits under the Retirement Program are based on participant and College contributions to the participant's accounts. The participant directs the investment of these contributions by selecting the Investment Vendor(s) and the investment option(s). Upon retirement, the participant may take the value of the account balances as a lump sum, as a monthly annuity, or in some other form.

Boston College Matching Contributions

The College contributes a matching amount of 8% of compensation for participants with less than nine Years of Service in an eligible class at Boston College, and 10% of compensation for participants with nine or more Years of Service in an eligible class at Boston College. Contributions are made on a tax-deferred basis for federal and state income tax purposes.

Participants shall continue to receive College Matching Contributions during a paid Authorized Leave of Absence for each pay period during the Authorized Leave of Absence that the participant makes Basic Contributions (see "Participant Basic Contributions," below).

No College Matching Contributions will be made for a pay period unless the participant makes a Basic Contribution for that pay period.

College Matching Contributions will generally be paid by the College to the Retirement Program each month, but no later than 30 days following the end of the Plan Year. College Matching Contributions are invested in accordance with the participant's investment election.

Compensation

Compensation is defined as base salary, excluding any other earnings not considered by the College to be base salary (including, but not limited to, overtime pay, bonuses, supplemental payments, fringe benefits, reimbursements, other allowances, and supplemental payments), payable by the College to an eligible employee for his services before taking into account any salary reductions. For faculty employees, Compensation is defined as the salary stated in the academic year contract, letter of employment, or other employment agreement (including certain contract grant funds), exclusive of any salary reductions. Compensation shall not exceed the annual limit on compensation as defined under the IRC (for example, $265,000 for 2016).

Effective January 1, 2009, Compensation includes differential pay actually received by an employee who is called to active duty in the uniformed services. Differential pay is compensation paid by the College equal to the difference between the employee's Compensation paid by the College and the employee's military compensation.

Change in Compensation

In the event of a change in the Compensation of a participant, the participant's Basic Contribution amount will be adjusted automatically as soon as is practicable, without action by the participant.

Years of Service for Matching Contributions

For purposes of determining the College's Matching Contributions, Years of Service shall only include periods of employment in which the employee is in an eligible class.

For purposes of determining the College's Matching Contributions, reinstatement of Years of Service following reemployment is determined as follows. If an employee terminates employment from the College, and returns to employment with the College within two years, then all prior Years of Service in an eligible class shall be credited to the employee for purposes of determining the College's Matching Contribution. For example, if an employee had three Years of Service in an eligible class and terminates employment, and is rehired <u>within</u> two years into an eligible class – the employee <u>would</u> be credited with the prior three Years of Service. He would <u>not</u> be credited with the time he was not employed by the College.

If an employee terminates employment with the College and becomes reemployed by the College after the second anniversary of his prior employment termination date, then all prior Years of Service in an eligible class shall be disregarded for purposes of determining the College's Matching Contribution. For example, if the same employee terminated after three Years of Service in an eligible class, and is rehired after two years into an eligible class – the employee would not be credited with the prior three Years of Service. However, the employee would not have to make up the Year of Service for participation purposes; he would be eligible to enter the Plan immediately. He would not be credited with the time he was not employed by the College.

Participant Basic Contributions

Once enrolled, a participant is required to contribute 2% of Compensation to the Retirement Program as a participant Basic Contribution. Contributions are deducted before federal and state income taxes are withheld. Authorization to reduce eligible Compensation by 2% must be provided in writing by completing a Salary Reduction Agreement. This compensation reduction will continue until the participant terminates employment, stops his Basic C

appropriate enrollment form, if required. Participants may also change the investment allocation of future contributions, and/or the allocation of existing balances in their accounts, by providing the Investment Vendor(s) with appropriate notification of their new investment option selections.

Participant Investment Responsibility

The federal pension law, the Employee Retirement Income Security Act of 1974, as amended (ERISA), and Department of Labor regulations permit plans to allow participants to exercise investment control over assets in their accounts. If a participant does so, then the Trustees or other plan fiduciaries may be relieved of any liability for any losses which are the direct and necessary result of the participant's investment instructions. ERISA Section 404(c) does not relieve the College of its responsibility to prudently select investment options under the Plans, and to monitor these alternatives so that you are provided with diverse investment choices and sufficient opportunity to direct the investment of your account.

The Plan Administrator will, upon request, provide a participant (through TIAA and Fidelity) with the most current prospectus or summary prospectus profile available to the Plan for a designated investment option. The prospectus or profile will include information on the investment option's operating expenses and past and current investment performance.

To assist participants with making informed investment decisions, the College also provides certain disclosures of plan, fee and investment-related information required under the Department of Labor's disclosure requirements upon initial Retirement Program eligibil inl which retirement income benefits must be paid. These provisions can be waived by the participant, but only with the written consent of the participant's spouse, witnessed by a notary public or an authorized plan representative. Spousal consent is not required if the value of the participant's account is not more than $5,000.

Monthly Annuity

A monthly annuity provides a lifetime pension under a single life annuity option or a joint and survivor annuity option.

- A single life annuity pays benefits for the participant's life only – providing the highest monthly income. If the participant is married, his spouse must consent in writing to the participant's election of this form of payment.

- A joint and survivor annuity pays benefits for the joint lives of the participant and the designated survivor. Upon the participant's death, benefits continue at the selected percentage to the survivor for life. The reduction in the pension to provide this continuing income depends on the percentage chosen, the participant's age, the age of the joint annuitant, and when payments begin.

- Annuity Guarantee Periods

  All annuity forms can be selected with a guarantee period. If the participant dies before the guarantee period has ended, payments for the rest of the period would continue to the designated beneficiary. Guarantee periods may range from 5, 10, 15 or 20 years.

Lump Sum

If electing a lump sum payment, a participant should consider carefully the tax consequences associated with this type of payment before making the election. The full amount will be subject to federal and state income taxes unless a rollover of part or all of the distribution is made within 60 days to an IRA or certain other types of eligible retirement plans.

Spousal Consent

If a participant is married and does not choose a joint and survivor form of annuity, or chooses a beneficiary other than his spouse, federal law requires that the spouse provide written consent to the participant's election, witnessed by a notary public or an authorized plan representative. Spousal consent is not required if the value of the participant's account is not more than $5,000.

Time of Payment

A participant will apply directly to the Investment Vendor(s) (TIAA and/or Fidelity) for distribution of his account. The value of his account will be determined as of the valuation date coinciding with or immediately preceding the date of distribution.

1. A participant who is eligible for a distribution can choose to defer collecting his account balance.

2. If not deferred, the distribution of a participant's account balance will begin within 60 days of the end of the calendar year, at the latest of:

    - attainment of age 65;
    - the 10th anniversary of the participant's entry into the Retirement Program; or
    - the participant's termination of employment.

If a participant who has terminated employment with the College elects to defer the distribution of his account, the participant cannot defer any later than the April 1st following the year in which he turns age 70½. If deferral is elected, the participant may continue to direct the investment of his account until it is distributed.

Amount of Distribution

The amount of any distribution will be determined by the amount in the participant's account as of the valuation date coinciding with or immediately preceding the distribution.

In-Service Withdrawals after Age 62 and Age 70½

A participant who has attained age 62, and who transfers to or is hired into a position within the College that is not benefits-eligible, may withdraw a portion of his account while he is still employed.

Any participant who has attained 70½ may withdraw a portion of his account while still employed beginning as of the month he attains age 70½, provided that the amount withdrawn shall not exceed his required minimum distribution amount.

Death Benefits after Termination of Employment

The Retirement Program provides death benefits to participants' beneficiaries. Therefore, it is important to name a beneficiary under the Retirement Program. Beneficiaries should be indicated for both Plan I and Plan II, if participating in both Plans.

If a participant dies after termination of employment with the College, but before the distribution of his account, the account will be distributed to his beneficiary. Benefits will be paid in a lump sum, or in any optional form of distribution available from TIAA or Fidelity. If the participant dies on or after his annuity starting date, any death benefits will be paid in accordance with the form of annuity the participant selected. If the participant's beneficiary is not his spouse, distribution of the participant's account will be made as soon as possible following the participant's death. A non-spouse beneficiary will not have the option to defer commencement of the distribution.

Minimum Distributions

By law, participants who have terminated employment with the College are required to receive minimum distributions from their Retirement Program accounts no later than the April 1st following the calendar year in which they turn age 70½.

Direct Rollover Provision

A participant may elect to directly roll over part or all of the distribution made from the Retirement Program within 60 days to an IRA or certain other types of eligible retirement plans.

Qualified Domestic Relations Order (QDRO)

All or part of a participant's account under the Retirement Program may be assigned to another person (an "alternate payee") if a Qualified Domestic Relations Order (QDRO) has been issued by a court. Any such distribution of benefits to an alternate payee (usually an ex-spouse) must be in a form permitted under the Retirement Program, but may be paid at a time when benefits are not payable to the participant. Arrangements for a QDRO distribution must be made with the Investment Vendor(s) (TIAA and/or Fidelity). The Investment Vendor(s) will provide, without charge, a copy of the procedures for determining whether a domestic relations order is a Qualified Domestic Relations Order.

Death Benefits

As noted previously, it is important to keep beneficiary information current, because the Retirement Program provides benefits to a participant's beneficiaries if the participant dies.

Beneficiary

If a participant is married, his

Taxes on Plan Benefits

Rules concerning federal and state income taxation of payments from the Retirement Program are complicated. It is important to seek professional tax advice before receiving payments or selecting a payment option. The following information concerning taxation of your benefits is intended as a guideline; consult a tax specialist for specific advice.

Annuity Payments

Taking Retirement Program benefits in the form of an annuity will result in the monthly benefit being taxed as ordinary income based on tax rates in effect at the time payments are made.

Lump Sum Payments

Lump sum distributions of Retirement Program benefits that are not directly rolled over to an IRA or certain other types of eligible retirement plans will typically be taxed at ordinary income tax rates at the time of receipt. Federal tax law imposes an additional income tax on certain early distributions from retirement plans. In general, non-annuity distributions received prior to age 59

Social Security

Participants in the Retirement Program are likely to be eligible for Social Security retirement income. Those born before 1938 are eligible for full unreduced Social Security benefits if payments start at or after age 65. Those born after 1937 will receive full S

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perfect the claim, together with an explanation of why such material or information is necessary;

- a description of the plan's claims review procedure, including time limits applicable to those procedures;

- a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following a denial of the claim on review; and

- in the case of a denial of a claim for disability benefits –

    - if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the claim denial, either the specific rule, guideline, protocol, or other similar criterion, or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the claim denial and that a copy of such rule, guideline, protocol, or other criterion will be provided to the claimant free of charge upon request; or

    - if the claim denial is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the denial, applying the terms of the plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

Appeals

Within 60 days (180 days, in the case of a claim for disability benefits) following the notice of denial of a claim, a claimant may request in writing a review of the denial to the Plan Administrator. The Plan Administrator will review its decision in light of any further information or comments submitted by the claimant, and render a written decision within 60 days (45 days, in the case of a claim for disability benefits) after the claimant's request

- a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following a denial of the claim on review; and
- in the case of a claim for disability benefits –
  - if an internal rule, guideline, protocol, or other similar criterion was relied upon in denying the claim upon appeal, either the specific rule, guideline, protocol, or other similar criterion, or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided free of charge to the claimant upon request;
  - if the denial of the claim upon appeal was based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request; and
  - the following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor office and your state insurance regulatory agency."

In the event of continued disagreement, the claimant may thereafter appeal to the College, whose decision is final.

When Benefits Are Not Paid

The purpose of this SPD is to explain how and when the Retirement Program provides benefits to participants, surviving spouses or beneficiaries. It is important to note the conditions under which a participant may not receive full benefits from the Retirement Program:

- If the participant, surviving spouse or beneficiary does not apply for benefits, no payments will be made.
- If a participant is receiving reduced benefits under a joint and survivor annuity, and the joint annuitant dies before the participant, the amount of benefits will not be increased.
- All or part of a benefit may be assigned to meet the provisions of a Qualified Domestic Relations Order (QDRO).
- Amounts invested are subject to increases or decreases in value depending upon the investment options chosen and the investment performance of those options.
- Because the Retirement Program is a defined contribution plan established under IRC Sections 401(a) and 501(a), in the event Plan I or Plan II were

terminated, benefits would not be insured by the Pension Benefit Guaranty Corporation (PBGC) under Title IV of ERISA.

Important Plan Information

Plan Identification

It is the intention of the College that Plan I and Plan II shall each be and remain qualified and tax-exempt under Code Sections 401(a) and 501(a) and meet the requirements of Code Section 401(k) and 401(m). The College may authorize any modification or amendment of Plan I or Plan II which is deemed necessary or appropriate to qualify or maintain the qualification and exemption of Plan I or Plan II within the requirements of Code Sections 401(a), 401(k), 401(m), and 501(a), or any other applicable provisions of the Code as now in effect or hereafter amended or adopted.

The following numbers have been assigned by the IRS to identify Plan I and Plan II:

Boston College 401(k) Retirement Plan I

Employer Identification Number: 04-2103545

Plan Number 001

Boston College 401(k) Retirement Plan II

Employer Identification Number: 04-2103545

Plan Number 002

Plan I and Plan II are governed by the terms and conditions in the official plan documents, which may be reviewed in the Benefits Office, 129 Lake Street – Brighton Campus. If there are differences between this non-technical SPD and the official plan documents, the official plan documents will govern.

Plan Sponsor

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updated Summary Plan Descriptions. The Plan Administrator may make a reasonable charge for the copies.

You may receive a summary of each plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of the summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plans. The people who operate the plans are called “fiduciaries” of the plans, and have a duty to do so prudently and in the interest of participants