

WITTENBERG UNIVERSITY DEFINED CONTRIBUTION RETIREMENT PLAN

SUMMARY PLAN DESCRIPTION









Reclassified Employee

Regardless of the above, if it is determined that your Employer previously classified you as a non-employee and you should have been treated as an Employee, you are not entitled to participate in the Plan.

How is my service determined for purposes of Plan eligibility?

Year of Service.

ARTICLE II  
EMPLOYEE CONTRIBUTIONS

What are elective deferrals and how do I contribute them to the Plan?

**Elective Deferrals.** As a Participant under the Plan, you may elect to reduce your compensation by a specific percentage and have that amount contributed to the Plan as an elective deferral. There are two types of elective deferrals: Pre-Tax Deferrals and Roth Deferrals. For purposes of this SPD, "elective deferrals" generally means both Pre-Tax Deferrals and Roth Deferrals. Regardless of the type of elective deferral you make, the amount you defer is counted as compensation for purposes of Social Security taxes.

**Pre-Tax Deferrals.** If you elect to make Pre-Tax Deferrals, then your taxable income is reduced by the deferral contributions so you pay less federal income taxes. Later, when the Plan distributes the deferrals and earnings, you will pay the taxes on those deferrals and the earnings. Therefore, with a Pre-Tax Deferral, federal income taxes on the elective deferral contributions and on the earnings are only postponed. Eventually, you will have to pay taxes on these amounts.

**Roth Deferrals.** If you elect to make Roth Deferrals, the elective deferrals are subject to federal income taxes in the year of elective deferral. However, the elective deferrals and, in certain cases, the earnings on the elective deferrals are not subject to federal income taxes when distributed to you. In order for the earnings to be tax free, you must meet certain conditions. See "What are my tax consequences when I receive a distribution from the Plan?" below.

You will always be 100% vested in your elective deferrals (see the Article II SPD entitled "Vesting").

**Elective Deferral procedure.** The amount you elect to defer will be deducted from your pay in accordance with a procedure established by the Plan Administrator. You may elect to defer a portion of your compensation payable on or after your Entry Date. Such election will become effective as soon as administratively feasible after it is received by the Plan Administrator. Your election will remain in effect until you modify or terminate it.

**Elective Deferral modifications.** You may revoke or make modifications to your salary deferral election in accordance with procedures that the Employer provides. See the Plan Administrator for further information.

**Elective Deferral Limit.** As a Participant, you may elect to defer a portion of your compensation each year instead of receiving that amount in cash. Your total elective deferrals in a taxable year cannot exceed a dollar limit which is set by law. The limit is \$19,000. After 2019, the dollar limit may increase for cost-of-living adjustments. See the paragraph below on Annual dollar limit.

**Age 50 Catch-Up Deferrals.** If you are at least 50 years of age (or 51 if you are a participant in a calendar year beginning in 2021) and have not yet reached normal retirement age, you may elect to defer additional amounts (called Age 50 Catch-Up Deferrals) to the Plan as of the January 1st of that year. You can defer the additional amounts regardless of any other limitations on the amount you can defer to the Plan. The maximum Age 50 Catch-Up Deferrals that you can make in 2019 is \$6,000. After 2019, the maximum might increase for cost-of-living adjustments. Any Age 50 Catch-Up v53 Tm [(2)7(0)-6(1)7(9)] You can

limit is exceeded, then the excess must be returned to you to avoid adverse tax consequences. For this reason, it is desirable to request in writing that any such excess salary deferral amounts and "rollover contributions" be returned to you.

If you are in more than one plan, you must decide which plan or arrangement you would like to return the excess. If you decide excess should be distributed from this Plan, you must communicate this in writing to the Plan Administrator on or before March 1st following the close of the calendar year in which such excess deferrals were made. However, if the entire dollar amount of this Plan or any other plan the Employer maintains, then you will be deemed to have notified the Administrator of the excess. The Plan Administrator will then return the excess deferral and any earnings to you by April 15th.

What are rollover contributions?

Rollover contributions. Subject to the provisions of your investment arrangements and at the discretion of the Plan Administrator, if you are a Participant in the Plan you might be permitted to deposit into the Plan distributions you have received from plans and certain IRAs. Such a deposit is called a "rollover" contribution and might result in tax savings to you. You may elect to have the Plan Administrator of the other plan or the trustee or custodian of the IRA directly transfer (a "direct rollover") to this Plan all or a portion of any amount that you are entitled to receive as a distribution from such plan. Alternatively, you may elect to deposit any amount rolled over within 60 days of your receipt of the distribution. You should consult qualified counsel to determine if a rollover is in your best interest.

Rollover account. Your rollover contribution will be accounted for in a "rollover account" but will always be 100% vested in your "rollover account" (see the Article in the SPD entitled "Vesting"). Rollover contributions will be affected by any investment gains or losses. In addition, any Roth deferrals that are accepted as rollovers will be accounted for separately.

Withdrawal of rollover contributions. You may withdraw the amounts in your "rollover account" any time.

### ARTICLE III EMPLOYER CONTRIBUTIONS

This Article describes Employer contributions that might be made to the Plan and how your share of the contributions is determined.

What is the Employer matching contribution and how is it allocated?

Amounts taken into account. Matching contributions are only based on your pre-tax deferrals.

Matching Contribution. Each payroll period, the Employer might make a discretionary matching contribution equal to a uniform percentage or dollar amount of your elective deferrals. Each year, the Employer will determine the formula for the discretionary matching contribution.

Allocation conditions. You will always share in the matching contribution regardless of the amount of service you complete during the Plan Year.

What is the Employer nonelective contribution and how is it allocated?

Nonelective contribution. Each year, the Employer might make a discretionary nonelective contribution to the Plan. Your share of any contribution is determined below.

Allocation conditions. You will always share in the nonelective contribution regardless of the amount of service you complete during the Plan Year.

Your share of the contribution. The nonelective contribution will be "allocated" or divided among Participants eligible to share in the contribution for the Plan Year.

Your share of the nonelective contribution will be determined by the formula for making that contribution.

### ARTICLE IV COMPENSATION AND ACCOUNT BALANCE

What compensation is used to determine my Plan benefits?

Definition of compensation. Compensation is defined as base wages plus overtime. For support staff employees, Compensation shall include otherwise eligible amounts. Compensation included in such person's first pay as a Participant, notwithstanding the fact that such amounts may have been accrued prior to the first day in which such person became a Participant. The following describes the adjustments to compensation that apply for the contributions noted above.





You should remember that the amount of your benefits under the Plan will depend in part upon you

Additional in-service provisions. The following in-



Unmarried Participant. If you are not married, you may designate a beneficiary of your choosing.

No beneficiary designation. Subject to the terms of the investment arrangements, at the time of your death, if you have not designated a beneficiary or the individual named as your beneficiary is not alive, then the death benefit will be paid in the following order of priority to:

The Beneficiary shall be the Participant's spouse unless the spouse consents to another Beneficiary in accordance with provisions similar to Section 6.04(A)(7). If the Participant fails to designate a Beneficiary or if all designated beneficiaries predecease the Participant, the Beneficiary shall be determined in the following order: (a) the Participant's spouse or, (b) if the spouse is not alive at the time of the Participant's death, the personal representative of the Participant's estate. If the Beneficiary dies after the Participant's death, the complete distribution of the Beneficiary's Accumulation Account, the remaining portion of the Beneficiary's Accumulation Account shall be payable to the Beneficiary's designated Beneficiary or, if none, to the personal representative of the designated Beneficiary's estate.

How will the death benefit be paid to my beneficiary?

Mandatory annuity distribution (subject to waiver). If the death benefit does not exceed \$5,000, then the benefit may only be paid as a lump-sum. If you are married at the time of your death and the death benefit exceeds \$5,000, then the death benefit will be paid to your spouse in the form of a qualified annuity as described above under "Who is the beneficiary of my death benefit?", unless you spouse waives the qualified annuity. If the qualified annuity applies, the Plan will purchase a qualified annuity contract providing for payments over the life of your spouse. The size of the monthly payments will depend on the value of your account at the time of your death.

Waiver of annuity. You and your spouse may waive the qualified annuity form of distribution. Generally, the period during which you and your spouse may waive the annuity begins as of the first day of the Plan Year in which you reach age 35 and ends when you die. The Plan Administrator must provide you with a detailed explanation of the annuity. This explanation must generally be given to you during the period of time beginning on the first day of the Plan Year in which you will reach age 32 and ending on the first day of the Plan Year in which you reach age 35.

ARTICLE IX











The name, address and business telephone number of the Plan's Administrator are:

Contact: Wittenberg University  
Address: 200 West Ward Street  
Springfield Ohio 45501-0720  
Telephone: (937) 327-7517

APPENDIX  
PLAN LOAN POLICY

To the extent permitted by the Investment Arrangements in which the Plan assets are invested, the University Defined Contribution Retirement Plan



