

**SAN DIEGO COMMUNITY COLLEGE DISTRICT  
SOCIAL SECURITY ALTERNATIVE PLAN**

**SUMMARY OF PLAN PROVISIONS**

**TABLE OF CONTENTS**

**INTRODUCTION TO YOUR PLAN**

What kind of Plan is this? ..... 1  
What information does this Summary provide? ..... 1

**ARTICLE I  
PARTICIPATION IN THE PLAN**

How do I participate in the Plan? ..... 1  
What happens if I'm a Participant, terminate employment and then I'm rehired? ..... 2

**ARTICLE II  
EMPLOYER CONTRIBUTIONS**

What is the Employer profit sharing contribution and how is it allocated? ..... 2

**ARTICLE III  
COMPENSATION AND ACCOUNT BALANCE**

What compensation is used to determine my Plan benefits? ..... 2  
Is there a limit on the amount of compensation which can be considered? ..... 2  
Is there a limit on how much can be contributed to my account each year? ..... 3  
How is the money in the Plan invested? ..... 3  
Will Plan expenses be deducted from my account balance? ..... 3

**ARTICLE IV  
VESTING**

What is my vested interest in my account? ..... 3

**ARTICLE V  
DISTRIBUTIONS PRIOR TO TERMINATION**

Can I withdraw money from my account while working? ..... 3

**ARTICLE VI  
BENEFITS AND DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT**

When can I get money out of the Plan? ..... 4  
What happens if I terminate employment before death, disability or retirement? ..... 4  
What happens if I terminate employment at Normal Retirement Date? ..... 4  
What happens if I terminate employment due to disability? ..... 5  
How will my benefits be paid to me? ..... 5

**ARTICLE VII  
BENEFITS AND DISTRIBUTIONS UPON DEATH**

What happens if I die while working for the Employer? ..... 5  
Who is the beneficiary of my death benefit? ..... 5  
How will the death benefit be paid to my beneficiary? ..... 6  
When must the last payment be made to my beneficiary? ..... 6  
What happens if I'm a Participant, terminate employment and die before receiving all my benefits? ..... 6

**ARTICLE VIII  
TAX TREATMENT OF DISTRIBUTIONS**

What are my tax consequences when I receive a distribution from the Plan?..... 6  
Can I elect a rollover to reduce or defer tax on my distribution?..... 7

**ARTICLE IX  
PROTECTED BENEFITS**

Are my benefits protected?..... 7  
Are there any exceptions to the general rule?..... 7  
Can the Plan be amended? ..... 7  
What happens if the Plan is discontinued or terminated? ..... 8

**ARTICLE X  
GENERAL INFORMATION ABOUT THE PLAN**

Plan Name ..... 8  
Plan Number ..... 8  
Plan Effective Dates ..... 8  
Other Plan Information ..... 8  
Employer Information ..... 8  
Plan Administrator Information ..... 8  
Plan Trustee Information and Plan Funding Medium ..... 9

**SAN DIEGO COMMUNITY COLLEGE DISTRICT  
SOCIAL SECURITY ALTERNATIVE PLAN**

**SUMMARY OF PLAN PROVISIONS**

**INTRODUCTION TO YOUR PLAN**

**What kind of Plan is this?**

San Diego Community College District has adopted the San Diego Community College District Social Security Alternative Plan (the "Plan") to provide you with additional income for retirement. This Plan is a type of qualified retirement plan commonly referred to as a 401(a) Plan. However, the Plan must be interpreted in light of the fact that the Plan was frozen on April 1, 2015. All contributions to the Plan ceased as of the freeze date. All amounts in your account, plus adjustments for earnings and losses after the freeze date, will be fully vested and held for you until you are entitled to benefits under the Plan.

**Types of Contributions.** The following types of contributions may be made under this Plan:

- Elective Deferrals
- Employer Nonelective Contributions

**What information does this Summary provide?**

This Summary contains information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this Summary to get a better understanding of your rights and obligations in the Plan.

In this summary, your Employer has addressed the most common questions you may have regarding the Plan. If this Summary does not answer all of your questions, please contact the Administrator or other plan representative. The Administrator is responsible for responding to questions and making determinations related to the administration, interpretation, and application of the Plan. The name and address of the Administrator can be found at the end of this Summary in the Article entitled "General Information About the Plan."

This Summary 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 and is designed to comply with applicable legal requirements. If the non-technical language in this Summary 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 Administrator.

The Plan and your rights under the Plan are subject to federal laws, such as the Internal Revenue Code, as well as some state laws. 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). Your Employer may also amend or terminate this Plan. If the provisions of the Plan that are described in this Summary change, your Employer will notify you.

**ARTICLE I  
PARTICIPATION IN THE PLAN**

**How do I participate in the Plan?**

Provided you are not an Excluded Employee, you may begin participating under the Plan once you have satisfied the eligibility requirements and reached your "Entry Date." The following describes the eligibility requirements and Entry Dates that apply. You should contact the Administrator if you have questions about the timing of your Plan participation.

**Excluded Employees.** If you are a member of a class of employees identified below, you are an Excluded Employee and you are not entitled to participate in the Plan. The Excluded Employees are:

- All employees are excluded from the Plan except for Part-time Employees who normally work less than 20 hours per week, Seasonal Employees which are defined as employees who normally work on a full-time basis but for less than five months during the Plan Year and Temporary Employees who are defined as employees who perform services under a contractual arrangement with the Employer for a duration of two years or less.

**Eligibility Conditions.** You will be eligible to participate on your date of hire. However, you will actually enter the Plan once you reach the Entry Date as described below.

**Entry Date.** Your Entry Date will be the first day of your employment.

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

If you are no longer a Participant because you terminated employment, and you are rehired, then you will be able to participate in the Plan on your date of rehire provided you are otherwise eligible to participate in the Plan.

**ARTICLE II  
EMPLOYEE AND EMPLOYER CONTRIBUTIONS**

**Contributions**

Effective as of April 1, 2015, this Plan is a frozen plan, and no contributions will be made or accepted after that date.

This Plan is a type of qualified retirement plan commonly referred to as a 401(a) Plan. This Article describes our contributions to the Plan and how these monies will be allocated to your account to provide for your retirement benefit. You are not taxed on the amounts we contribute to the Plan on your behalf generally until you withdraw those amounts from the Plan.

**What is the Employer discretionary contribution and how is it allocated?**

**Employer nonelective contribution.** Each year, your Employer will make to the Plan a contribution equal to 3.75% of the compensation of all Participants.

**Employee contribution.** Each year, you will make to the Plan a contribution equal to 3.75% of compensation.

**ARTICLE III  
COMPENSATION AND ACCOUNT BALANCE**

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

**Definition of compensation.** For the purposes of the Plan, compensation has a special meaning. Compensation is generally defined as your total compensation that is subject to income tax and paid to you by your Employer during the Plan Year. The Plan takes into account elective deferrals to retirement plans (including this one) cafeteria plans, or qualified transportation fringe benefit plans. The following describes the adjustments to compensation that may apply for the different types of contributions provided under the Plan.

- Compensation paid after you terminate employment will be excluded

For the Plan Year in which you first participate, for any contributions other than salary reductions, we take into account your full Plan Year compensation.

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

The Plan, by law, cannot recognize annual compensation in excess of a certain dollar limit. The limit for the Plan Year beginning in 2015 is \$265,000. After 2015, the dollar limit may increase for cost-of-living adjustments.

**Is there a limit on how much can be contributed to my account each year?**

Generally, the law imposes a maximum limit on the amount of contributions that may be made to your account and any other amounts allocated to any of your accounts during the Plan Year, excluding earnings. Beginning in 2015, this total cannot exceed the lesser of \$53,000 or 100% of your annual compensation. Total employee contributions cannot exceed the 402(g) limit which is \$18,000 in 2015. After 2015, the dollar limit may increase for cost-of-living adjustments.

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

The Plan has been designated to hold the assets of the Plan for the benefit of Plan Participants and their beneficiaries in accordance with the terms of this Plan. The group pooled annuity established by the Plan will be the funding medium used for the accumulation of assets from which Plan benefits will be distributed.

**Participant Statements.** Periodically, you will receive a benefit statement that provides information on your account balance and your investment returns. It is your responsibility to notify the Administrator of any errors you see on any statements within 30 days after the statement is provided or made available to you.

**Will Plan expenses be deducted from my account balance?**

**Expenses allocated to all accounts.** The Plan permits the payment of Plan expenses to be made from the Plan's assets. If expenses are paid using the Plan's assets, then the expenses will generally be allocated among the accounts of all Participants in the Plan. These expenses will be allocated either proportionately based on the value of the account balances or as an equal dollar amount based on the number of Participants in the Plan. The method of allocating the expenses depends on the nature of the expense itself. For example, certain administrative (or recordkeeping) expenses would typically be allocated as a flat dollar amount to each Participant. If the Plan pays \$1,000 in expenses and there are 100 Participants, your account balance would be charged \$10 (\$1,000/100) of the expense.

Your Employer may, from time to time, change the manner in which expenses are allocated.

**ARTICLE IV  
VESTING**

**What is my vested interest in my account?**

In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not be entitled ("vested") in all of the contributions until you have been employed with the Employer for a specified period of time.

**100% vested contributions.** You are always 100% vested (which means that you are entitled to all of the amounts) in your accounts attributable to the following contributions:

- Employee Contributions
- Employer Nonelective Contributions

**ARTICLE V  
DISTRIBUTIONS PRIOR TO TERMINATION**

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

**In-service distributions.** You may be entitled to receive an in-service distribution. However, this distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement. This distribution is made at your election and will be made in accordance with the forms of distributions available under the Plan.

**Conditions.** Generally you may receive a distribution from the Plan prior to your termination of employment provided you satisfy any of the following conditions:

- You have attained age 59 1/2

## **ARTICLE VI BENEFITS AND DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT**

### **When can I get money out of the Plan?**

This Plan is designed to provide you with retirement benefits. However, distributions are permitted if you die or become disabled. In addition, certain payments are permitted when you terminate employment for any other reason. The rules under which you can receive a distribution are described in this Article. The rules regarding the payment of death benefits to your beneficiary are described in the Article entitled "Benefits and Distributions Upon Death."

You may receive a distribution of the vested portion of some or all of your accounts in the Plan for the following reasons:

- Termination of employment for reasons other than death, disability or retirement
- Normal retirement
- Disability

You may also receive distributions while you are still employed with the Employer. (See the Article entitled "Distributions Prior to Termination" for a further explanation.)

**Military Service.** If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from recent changes in the law. Ask the Administrator for further details.

**Distributions for deemed severance of employment.** If you are on active duty in the military for more than 30 days, then the Plan treats you as having severed employment for distribution purposes. This means that you may request a distribution from the Plan.

### **What happens if I terminate employment before death, disability or retirement?**

If your employment terminates for reasons other than death, disability or normal retirement, you will be entitled to receive only the "vested percentage" of your account balance.

You may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment. However, if the value of your vested account balance does not exceed \$1,000, the Plan may require a distribution to be made to you regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for additional information.)

### **What happens if I terminate employment at Normal Retirement Date?**

**Normal Retirement Date.** You will attain your Normal Retirement Age when you reach your 65th birthday. Your Normal Retirement Date is the first day of the month coinciding with or next following your Normal Retirement Age.

**Payment of benefits.** You are 100% vested in all of your accounts under the Plan if you retire on or after your Normal Retirement Age. However, the actual payment of benefits generally will not begin until you have terminated employment and reached your Normal Retirement Date. In such event, a distribution will be made, at your election, as soon as administratively feasible. If you remain employed past your Normal Retirement Date, you may generally defer the receipt of benefits until you actually terminate employment. In such event, benefit payments will begin as soon as feasible at your request, but not later than age 70 1/2. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

### **What happens if I terminate employment due to disability?**

**Definition of disability.** Under the Plan, disability is defined as a physical or mental condition resulting from bodily injury, disease, or mental disorder which renders you incapable of continuing any gainful occupation and which constitutes total disability under the federal Social Security Act.

**Payment of benefits.** If you become disabled while a Participant, you will become 100% vested in all of your accounts under the Plan. Payment of your disability benefits will be made to you as if you had retired. However, if the value of your account balance does not exceed \$1,000, then a distribution of your account balance will be made to you, regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

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

**Forms of distribution.** If your vested account balance does not exceed \$5,000, then your vested account balance may only be distributed to you in a single lump-sum payment. In addition, if your vested account balance exceeds \$1,000, you must consent to any distribution before it may be made. If your vested account balance exceeds \$5,000, you may elect to receive a distribution of your vested account balance in:

- A single lump-sum payment

**Delaying distributions.** You may delay the distribution of your vested account balance unless a distribution is required to be made, as explained earlier, because your vested account balance does not exceed \$1,000. However, if you elect to delay the distribution of your vested account balance, there are rules that require that certain minimum distributions be made from the Plan. Distributions are required to begin no later than the April 1st following the later of the end of the year in which you reach age 70 1/2 or retire. You should see the Administrator if you think you may be affected by these rules.

**Medium of payment.** Benefits under the Plan will generally be paid to you in cash.

## **ARTICLE VII BENEFITS AND DISTRIBUTIONS UPON DEATH**

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

If you die while still employed by the Employer, then 100% of your account balance will be used to provide your beneficiary with a death benefit.

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

**Married Participant.** If you are married at the time of your death, your spouse will be the beneficiary of the entire death benefit unless an election is made to change the beneficiary. IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE MUST IRREVOCABLY CONSENT TO WAIVE ANY RIGHT TO THE DEATH BENEFIT. YOUR SPOUSE'S CONSENT MUST BE IN WRITING, BE WITNESSED BY A NOTARY OR A PLAN REPRESENTATIVE AND ACKNOWLEDGE THE SPECIFIC NONSPOUSE BENEFICIARY.

If you are married and you change your designation, then your spouse must again consent to the change. In addition, you may elect a beneficiary other than your spouse without your spouse's consent if your spouse cannot be located.

**Unmarried Participant.** If you are not married, you may designate a beneficiary on a form to be supplied to you by the Administrator.

**Divorce.** If you have designated your spouse as your beneficiary for all or a part of your death benefit, then upon your divorce, the designation is no longer valid. This means that if you do not select a new beneficiary after your divorce, then you are treated as not having a beneficiary for that portion of the death benefit (unless you have remarried).



**No beneficiary designation.** At the time of your death, if you have not designated a beneficiary or your beneficiary is also not alive, the death benefit will be paid in the following order of priority to:

- (a) Your surviving spouse
- (b) Your children, including adopted children in equal shares (and if a child is not living, that child's share will be distributed to that child's heirs)
- (c) Your surviving parents, in equal shares
- (d) Your estate

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

**Form of distribution.** If the death benefit payable to a beneficiary does not exceed \$5,000, then the benefit may only be paid as a lump sum. If the death benefit exceeds \$5,000, your beneficiary may elect to have the death benefit paid in:

- A single lump-sum payment

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

The law generally restricts the ability of a retirement plan to be used as a method of retaining money for purposes of your death estate. Thus, there are rules that are designed to ensure that death benefits are distributable to beneficiaries within certain time periods.

Regardless of the method of distribution selected, if your designated beneficiary is a person (rather than your estate or some trusts) then minimum distributions of your death benefit will begin by the end of the year following the year of your death ("1-year rule") and must be paid over a period not extending beyond your beneficiary's life expectancy. If your spouse is the beneficiary, then under the "1-year rule," the start of payments will be delayed until the year in which you would have attained age 70 1/2 unless your spouse elects to begin distributions over his or her life expectancy before then. However, instead of the "1-year rule" your beneficiary may elect to have the entire death benefit paid by the end of the fifth year following the year of your death (the "5-year rule"). Generally, if your beneficiary is not a person, your entire death benefit must be paid under the "5-year rule."

Since your spouse has certain rights to the death benefit, you should immediately report any change in your marital status to the Administrator.

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

If you terminate employment with the Employer and subsequently die, your beneficiary will be entitled to your remaining interest in the Plan at the time of your death.

**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. Certain distributions made to you when you are under age 59 1/2 could be subject to an additional 10% tax.

### **Can I elect a rollover to reduce or defer tax on my distribution?**

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

(a) **60-day rollover.** The rollover of all or a portion of the distribution to an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the 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. For this reason, if you wish to roll over all or a portion of your distribution amount, the direct transfer option described in paragraph (b) below would be the better choice.

(b) **Direct rollover.** For most distributions, you may request that a direct transfer (sometimes referred to as a direct rollover) of all or a portion of a distribution be made to either an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the transfer. A direct transfer will result in no tax being due until you withdraw funds from the IRA or other 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 actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

**Tax Notice.** WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH 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**

### **Are my benefits protected?**

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

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

There are two exceptions to this general rule. The Administrator 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 that obligation. The Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Administrator, without charge, a copy of the procedure used by the Administrator to determine whether a qualified domestic relations order is valid.

The second exception applies if you are involved with the Plan's operation. If you are found liable for any action that adversely affects the Plan, the Administrator can offset your benefits by the amount that 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?**

Your 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 discontinued or terminated?**

Although your Employer intends to maintain the Plan indefinitely, your 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 continue to be 100% vested. Your Employer will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. (See the question entitled "How will my benefits be paid to me?" for a further explanation.) You will be notified if the Plan is terminated.

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

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

### **Plan Name**

The full name of the Plan is San Diego Community College District Social Security Alternative Plan.

### **Plan Number**

Your Employer has assigned Plan Number 001 to your Plan.

### **Plan Effective Dates**

This Plan was originally effective on January 1, 1992. The amended and restated provisions of the Plan become effective on April 1, 2015.

You should note, however, that effective as of April 1, 2015, this Plan is a frozen plan. This means no contributions will be made after that date and you will be fully vested in all your accounts in the Plan.

### **Other Plan Information**

Valuations of the Plan assets are generally made annually on the last day of the Plan Year and may include any other date or dates deemed necessary or appropriate by the Administrator for the valuation of the Participants' Accounts during the Plan Year. Certain distributions are based on the Anniversary Date of the Plan. This date is the last day of the Plan Year.

The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on July 1 and ends on June 30.

The Plan will be governed by the laws of California to the extent not governed by federal law.

Service of legal process may be made upon your Employer. Service of legal process may also be made upon the Trustee or Administrator.

### **Employer Information**

Your Employer's name, address and identification number are:

San Diego Community College District  
3375 Camino Del Rio South  
San Diego, California 92108  
95-2644299

### **Plan Administrator Information**

The Plan Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Administrator maintains the Plan records, including your account information, provides you with the forms you need to

complete for Plan participation, and directs the payment of your account at the appropriate time. The Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan or your participation, you should contact the Administrator. The Administrator may designate other parties to perform some duties of the Administrator.

The Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.

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

San Diego Community College District  
3375 Camino Del Rio South  
San Diego, California 92108  
(619) 388-6589

#### **Plan Trustee Information and Plan Funding Medium**

All money that is contributed to the Plan is held in a Group pooled annuity contract. The Trustee is responsible for the safekeeping of the Group Pooled Annuity and must hold and invest Plan assets in a prudent manner and in the best interest of you and your beneficiaries. The Group Pooled Annuity contract established by the Plan's Trustee(s) will be the funding medium used for the accumulation of assets from which benefits will be distributed. While all the Plan assets are held in a group pooled annuity contract, the Administrator separately accounts for each Participant's interest in the Plan.

SAN DIEGO COMMUNITY COLLEGE DISTRICT  
SOCIAL SECURITY ALTERNATIVE PLAN

SUMMARY OF PLAN PROVISIONS

COMMON QUESTIONS ABOUT OUR 401(A) PLAN

**Introduction**

The following questions and answers highlight some of the important parts of our Plan. Remember, these are only highlights. The Summary describes the Plan in much greater detail. If you have any questions about these highlights, the Summary, or the Plan, you should ask the Plan Administrator.

**Q.** Why is your Employer sponsoring a 401(a) Plan?

**A.** Your Employer is sponsoring this Plan to reward the efforts of our employees. Your Employer may make contributions to the Plan on your behalf.

**Q.** How do I participate in the Plan?

**A.** Provided you are not an Excluded Employee, you may begin participating under the Plan once you have satisfied the eligibility requirements and reached your "Entry Date." The following describes the eligibility requirements and Entry Date that apply.

**Excluded Employees.** If you are a member of a class of employees identified below, you are an Excluded Employee and you are not entitled to participate in the Plan. The Excluded Employees are:

- All employees are excluded from the Plan except for Part-time Employees who normally work less than 20 hours per week, Seasonal Employees which are defined as employees who normally work on a full-time basis but for less than five months during the Plan Year and Temporary Employees who are defined as employees who perform services under a contractual arrangement with the Employer for a duration of two years or less

**Eligibility Conditions.** You will be eligible to participate on your date of hire. However, you will actually enter the Plan once you reach the Entry Date as described below.

**Entry Date.** Your Entry Date will be your first day of Employment.

**Q.** Do I have to contribute to the Plan in order to participate?

**A.** Yes. You are required to contribute 3.75% of your compensation to the Plan.

**Q.** When will I receive payments from the Plan?

**A.** The Plan is designed to encourage you to stay with the Employer until retirement. Payment will generally occur at your Normal Retirement Date, unless you postpone your actual retirement. Your Normal Retirement Date is the first day of the month coinciding with or next following your Normal Retirement Age. You will attain your Normal Retirement Age when you reach your 65th birthday.

**Q.** How much will I be paid when I retire?

**A.** The amount you are paid when you retire will be based upon the amount of money that has been contributed to the Plan, plus or minus any earnings or losses. You should review the Article in the Summary entitled "Employer Contributions" for an explanation of how your Employer makes contributions to the Plan and how they are shared by eligible employees.

Q. How will payments be made when I retire?

A. If your vested account balance does not exceed \$5,000, then your vested account balance may only be distributed to you in a single lump-sum payment.

In addition, if your vested account balance exceeds \$1,000, you must consent to any distribution before it may be made. If your vested account balance exceeds \$5,000, you may elect to receive a distribution of your vested account balance in:

- A single lump-sum payment

You should review the Article in the Summary entitled "Benefits and Distributions Upon Termination of Employment" for a further explanation of the rules associated with the payment of benefits.

Q. What if I stop working before I retire?

A. **100% vested contributions.** You are always 100% vested (which means that you are entitled to all of the amounts) in your accounts attributable to the following contributions:

- Employee Contributions
- Employer Nonelective Contributions

Q. If I stop working before retirement, when will my vested amount be paid?

A. If your employment terminates for reasons other than death, disability, or normal retirement, you will be entitled to receive only the "vested percentage" of your account balance.

You may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment. However, if the value of your vested account balance does not exceed \$1,000, then a distribution will be made to you regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for additional information.)

Q. What if I die before I retire?

A. Your beneficiary will be entitled to 100% of your interest in the Plan upon your death. If you are single, you may name anyone you like to be your beneficiary. If you are married, your spouse is your beneficiary with respect to 100% of your death benefit unless you and your spouse name someone else as your beneficiary. You should review the question entitled "Who is the beneficiary of my death benefit?" in the Article entitled "Benefits and Distributions Upon Death".

Q. Can I withdraw money from the Plan while I'm still working?

A. Generally you may receive a distribution from the Plan prior to your termination of employment provided you satisfy any of the following conditions:

- You have attained age 59 1/2.

This distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement.

There are various rules and restrictions regarding withdrawing money from your accounts in the Plan while you are still employed. Please review the Summary for more information on these rules and restrictions.

NOTE: THESE QUESTIONS AND ANSWERS ARE NOT MEANT TO BE A SUBSTITUTE FOR A THOROUGH READING OF THE SUMMARY. THE PROVISIONS OF THE 401(A) PLAN ARE VERY COMPLEX. IT IS NOT POSSIBLE TO FULLY EXPLAIN ALL ASPECTS OF THE PLAN IN THESE SHORT QUESTIONS AND ANSWERS. YOU SHOULD ALWAYS CONSULT THE SUMMARY IF YOU HAVE ANY QUESTIONS ABOUT THE PLAN. IF, AFTER READING THE SUMMARY, YOU STILL HAVE QUESTIONS, YOU SHOULD CONTACT THE PLAN ADMINISTRATOR.