

SUMMARY PLAN DESCRIPTION
FOR
THE UNIVERSITY OF PENNSYLVANIA
BASIC PLAN

As of April 1, 2021

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INTRODUCTION

The Trustees of the University of Pennsylvania (the "University") has established the University of Pennsylvania Basic Plan (the "Plan") to help eligible employees save for retirement. Under the Plan, eligible employees receive University contributions that are equal to a set percentage of pay, depending on the employee's age.

ABOUT THIS BOOKLET

This booklet is intended to give you an overview of the benefits provided under the Plan. This booklet does not describe all of the provisions of the Plan or all of the possible situations that may occur.

Your rights to benefits under the Plan are determined solely by the provisions of the official Plan documents in effect at the relevant time. **IF THERE IS ANY CONFLICT BETWEEN THIS BOOKLET AND THE OFFICIAL PLAN DOCUMENTS, THE OFFICIAL PLAN DOCUMENTS WILL GOVERN.** If you want to determine your rights under the Plan, ask the Plan Administrator for a copy of the official Plan documents.

This booklet contains important information about your Plan benefits, including information about instances in which your Plan benefits may be lost or reduced (for example, if you terminate employment when you are not "vested" in your Plan benefits or if your Plan account experiences investment losses). You should review this entire booklet and contact the Plan Administrator if you have any questions about the Plan's provisions.

If you believe you are entitled to a benefit that you have not received or if you disagree with any determination made by the Plan Administrator regarding your benefit (such as the amount of your benefit or how it is calculated), you may submit a claim for benefits under the Plan. However, the period for submitting a claim for benefits is limited. If you fail to make a timely claim for benefits or you fail to timely appeal a claim, you may lose your right to those benefits. For important information regarding the process for submitting a claim for benefits and the deadlines for submitting such a claim, see the "Claims and Appeals Procedure" section of this booklet.

No person can make any statements of any kind that alter or amend the terms of the Plan. Accordingly, you should not consider the Plan to have been amended based on written or oral statements made by any employee, officer, director, or representative of the University, its affiliates or any other organization, including the Plan's recordkeeper(s). This booklet and the Plan do not constitute a promise or guarantee of employment with the University or its affiliates.

This booklet is updated periodically but it may not always reflect all of the current rules and recent Plan amendments or changes in law applicable to the Plan. Before you finalize your plans for retirement, please contact the Plan Administrator for any changes.

GENERAL INFORMATION

- Employer/Plan Sponsor: The Trustees of the University of Pennsylvania
600 Franklin Building
3451 Walnut Street
Philadelphia, Pennsylvania 19104-6205
- Employer IRS Identification Number: 23-1352685
- Name of Plan: The University of Pennsylvania Basic Plan
- Plan Number: 028
- Type of Plan: Internal Revenue Code § 401(a) Defined Contribution Plan
- Plan Year: January 1 through December 31
- Plan Administrator: Vice President for Human Resources
The University of Pennsylvania
600 Franklin Building
3451 Walnut Street
Philadelphia, Pennsylvania 19104-6205
(215) 898-7281
- Type of Administration: Contract and Trustee administration
- Recordkeeper: Teachers Insurance and Annuity Association of America (TIAA)
730 Third Avenue
New York, New York 10017
(212) 490-9000
- Trustee of Plan: TIAA-CREF Trust Company, FSB
211 North Broadway, Suite 1000
St. Louis, Missouri 63102
- Agent for Service of Legal Process: Legal process on matters pertaining to the Plan may be served in the name of the Plan on the Plan Administrator or the Trustees of the Plan at the addresses listed above.

RECORDKEEPER CONTACT INFORMATION

You can contact the Plan's recordkeeper and obtain more information about the Plan's investment options and your account as shown below. You should carefully review any notices you receive from the Plan Administrator or the recordkeeper as they may contain changes in the following contact information or other important information about your Plan account.

TIAA

- For general information about the Plan's TIAA-CREF investment options, you can visit www.tiaa.org/planinvestmentoptions and enter the **plan ID: 100320**, or write to TIAA, P.O. Box 1259, Charlotte, NC 28201.
- To access your account or take actions, such as changing your Plan investments, you can contact TIAA by:
 - Logging in to your account at tiaa.org. If you have not signed up for secure online access, visit www.tiaa.org, click on Register and follow the prompts.
 - Calling 877-736-6738.

For general information about investment options, you may also visit the HR website at www.hr.upenn.edu/PennHR/benefits-pay/saving-for-retirement/savings-plans/investment-funds.

HOW THE PLAN WORKS

In general, the University makes contributions to the Plan on your behalf. The contribution amount depends upon your Compensation and your age. You direct the investment of these contributions from among the various investment choices made available through the Plan. Your account is adjusted regularly for investment gains and/or losses. The contributions made on your behalf to the Plan (and any earnings on them) accumulate in your account until it is paid to you or your beneficiary. The Plan provides for payment of benefits upon retirement, death, disability, or termination of employment. In certain circumstances, in-service distributions may also be available. These and other Plan features are discussed in more detail below.

HOW THE PLAN IS ADMINISTERED

The Plan is administered by the Plan Administrator. The Plan Administrator is responsible for all matters relating to the Plan, including, but not limited to, interpreting the Plan's provisions, resolving questions about eligibility to participate in the Plan, making decisions about claims for benefits, and establishing rules and procedures for the Plan's operation. The Plan Administrator may delegate responsibility for any aspect of the Plan's administration to other individuals or entities. If you have any questions about the Plan or its administration, please contact the Plan Administrator at the telephone number or address under the "General Information" section of this booklet.

PARTICIPATION

All employees of the University who are Eligible Employees are eligible to participate in the Plan after satisfying the requirements described below. All determinations about eligibility and participation are made by the Plan Administrator based on its records and the official Plan documents. If you have any questions about your eligibility to participate in the Plan, you should contact the Plan Administrator immediately at the telephone number or address listed under the "General Information" section of this booklet.

Eligibility to Participate in the Plan

You are an Eligible Employee if you are:

- *Eligible Faculty Member* – An eligible faculty member described in one of the job classes and titles listed on Exhibit A attached to the back of this booklet.
- *Eligible Staff Member* – A monthly or weekly paid eligible staff member in an administrative, executive, professional or other position who is designated by the University in its employment guidelines and policies as being covered by the Plan.
- *Certain Police Officers* – Any employee who is a police officer and who elects to stop accruing benefits under The University of Pennsylvania Penn Police Association Defined Benefit Plan (the "Penn Police Plan").
- *Other Designated Employee* – Any other staff employee or other employee who is designated by the University in its employment guidelines and policies as being eligible to participate in the Plan.

Certain employees who were "grandfathered" under the prior terms of the Plan or who are disabled or enter into "phased retirement" may be eligible to continue to participate in the Plan even though such employees may not otherwise fit within the Eligible Employee definition as described above. However, if a grandfathered, disabled or phased retirement employee terminates employment and is later rehired, such employee will no longer be eligible to participate in the Plan unless the employee is an Eligible Employee as described above.

You are not an Eligible Employee and are NOT eligible to participate in the Plan if you are classified by the University as:

- *Health System Employees* – Employees who are classified as being employed by a University division or affiliate that is part of the University of Pennsylvania Health System, including, without limitation, any employee who is covered by the Retirement Plan of the Hospital of the University of Pennsylvania, Presbyterian Medical Center and the Pennsylvania Hospital, The Retirement Contribution and 403(b) Matching Plan of the University of Pennsylvania Health System or another retirement plan sponsored by a University division or affiliate that is part of the University of Pennsylvania Health System.
- *Student-Worker* – An individual who is classified by the University as a student-worker, including a resident, fellow, intern, post-doctorate worker, or any worker whose employment is incidental to his or her training or educational program with the University.
- *Ineligible Faculty or Staff Member* – A faculty member who is not in one of the covered job classes listed on Exhibit A at the end of this booklet (which may be changed from time to time) or a staff member who is not designated by the University in its employment guidelines and policies as being covered by the Plan.

- *Employee Covered Under the RAP* – An employee who is accruing benefits under the Retirement Allowance Plan of the University of Pennsylvania (the "RAP").
- *Leased Employee* – An employee who is classified by the University as a leased employee.
- *Police Officer* – A police officer covered under the Penn Police Plan unless the police officer elects to stop accruing benefits under the Penn Police Plan and start participating in the Plan in accordance with rules established by the Plan Administrator.
- *Collectively Bargained Employee* – A member of a collective bargaining unit unless the applicable bargaining agreement provides for participation under the Plan.
- *Non-Employee* – An independent contractor or other individual whose services have been obtained through a contract or who otherwise is not classified by the University as an employee (even if such individual's classification is later changed by the IRS, a court or other government authority, or in settlement of any claim).

When Participation Begins

If you are an Eligible Employee, you will be eligible to receive University Contributions under the Plan as of the first day of the month after you complete one Year of Service, if you are at least 21 years old.

Definition of Year of Service

The "Year of Service" is calculated differently for monthly- and weekly-paid employees as follows:

- *Monthly-Paid Employees* – "Monthly-Paid Employees" are employees who are paid by the University on a regular, monthly basis. For Monthly-Paid Employees, a Year of Service is a 12-month period of service with the University or its related employers. For this purpose, the service need not be continuous, nor is there a requirement that a specified number of hours be worked each month. If you are absent from active employment but you have not terminated employment under the University's termination and leave policies, you will continue to accrue up to an additional Year of Service during this period of absence. If you terminate employment because of a quit, discharge or retirement and return to employment with the University or a related employer and work one Hour of Service within 12 months after the date of your termination, the months you are gone will be counted toward your Year of Service requirement. If you are absent from employment for any other reason, and during this time you terminate employment because of a quit, discharge or retirement, your months of service during your absence will be counted if you return to work with the University or a related employer within 12 months of the date you were first absent.
- *Weekly-Paid Employees* – "Weekly-Paid Employees" are employees who are paid by the University on a regular, weekly basis. For Weekly-Paid Employees, a Year of Service is the completion of 1,000 Hours of Service during the first 12 months of employment or

during any Plan Year beginning after a Weekly-Paid Employee's hire date. "Hours of Service" means each hour for which you are paid or entitled to be paid for the performance of duties for the University or a related employer. If you are paid for non-working periods, such as holidays, vacations and sick time, you will receive credit for Hours of Service for those periods. You will also be credited with Hours of Service for periods in which you are on a military leave of absence following timely reemployment and during certain other approved leaves of absence. However, no more than 501 hours will be credited for periods of non-work. No Hours of Service will be credited for periods of time while you are receiving workers' compensation benefits or benefits under another government-required benefit program.

Crediting of Past Service with Certain Other Non-Profit Institutions

If you were previously employed with another non-profit institution, college or university within the United States, you may be eligible to have service with that employer applied toward the Plan's Year of Service eligibility requirement to receive University Contributions (but not for vesting purposes, see the "Vesting" section of this booklet). To receive this past service credit, however, you must have been employed by an institution that sponsored (or was eligible to sponsor) a 403(b) plan and you must have been employed in a job position that was covered (or would have been covered) under such 403(b) plan for at least one year. In addition, you must transfer directly to a University position as an Eligible Employee.

IMPORTANT: To receive past service credit, you must inform the Plan Administrator of your past service and provide all information requested by the Plan Administrator within six months of starting work with the University. Past service credit will be credited to you and your Plan participation will start only after the Plan Administrator has received and approved your service information. If you do not provide this information within this initial six-month period of employment, you will not receive credit for your past service with a prior employer.

Because these past service rules are very complicated and often involve unique factors that must be evaluated by the Plan Administrator (for example, situations involving prior foreign employers), you should contact the Plan Administrator if you have any questions about whether you should receive past service credit.

When Participation Ends

Your active participation in the Plan will end when you transfer to an ineligible class of employees or terminate your employment with the University. However, even if you cease to be an active participant, you will continue to be an inactive participant in the Plan as long as you have an account balance under the Plan.

If you transfer to a class of employees that is not eligible for participation in the Plan, you may be eligible to participate in another retirement plan or arrangement maintained by the University. As such, if you transfer employment and are no longer eligible to participate in the Plan, you should check with the Plan Administrator or the University's benefits office to see if you are eligible to participate in another University retirement plan or arrangement.

UNIVERSITY CONTRIBUTIONS

The University makes contributions to the Plan based upon your age and Compensation. In addition, you may make rollover contributions to the Plan at any time, as discussed in more detail below.

Once you satisfy the age 21 and Year of Service requirement described under the "When Participation Begins" section of this booklet (and assuming you are an Eligible Employee), the University makes contributions to the Plan on your behalf for the Plan Year based on your age and Compensation, as shown in the following schedule:

Participant's Age as of Applicable January 1:	The University Contributes an Amount Equal to:
Under Age 30	1.5% of Compensation
Age 30 to 39	3.0% of Compensation
Age 40 and above	4.0% of Compensation

COMPENSATION FOR PLAN PURPOSES

"Compensation" for Plan purposes means your base salary or wages reported on your Form W-2 and includes pre-tax contributions to a Code Section 125 cafeteria plan or 403(b) plan (including the University of Pennsylvania Matching Plan and/or the Supplemental Retirement Plan of the University of Pennsylvania), "Flex Dollars" received under the University's Health and Welfare Program, certain pay you receive while in the military, and other forms of compensation as determined by the University in accordance with the terms of the Plan.

Compensation does not include any overtime, bonuses, severance pay, amounts paid for accrued vacation, and salary received for teaching executive education courses at The Wharton School and other non-regular forms of compensation as determined by the University. Also, Compensation does not include any amounts you receive after termination of employment and once your active record is terminated from the University's payroll system. In addition, federal law limits the amount of compensation that may be taken into account for any calendar year. This federal compensation limit is \$290,000 for 2021, but may be adjusted by the federal government from time to time.

ROLLOVER CONTRIBUTIONS

If you receive an "eligible rollover distribution" (as determined under the Code) from another employer's qualifying plan (such as another employer's 403(b) plan, 401(k) plan or a governmental 457 plan), or from a conduit rollover individual retirement account ("IRA") containing amounts from another employer's qualifying plan, you may be eligible to roll it over into the Plan. However, you may not make a rollover contribution to the Plan of after-tax contributions or Roth contributions made to another employer's plan. To make a rollover contribution, you must complete a rollover form and receive approval from the Plan Administrator. Amounts attributable to your rollover contribution to the Plan are always fully vested.

CONTRIBUTIONS DURING A PERIOD OF MILITARY LEAVE

Federal law gives you the right to receive certain makeup contributions if you return to employment with the University or a related employer after certain periods of military leave. Your right to receive these contributions is determined under federal law and depends upon when you depart for military leave, how long you are gone, and when you return. If you think you may be absent for a period of military leave, you should check with the Plan Administrator to find out what rights (if any) you have to receive these make-up contributions upon your return to employment with the University.

PARTICIPATION DURING A LEAVE OF ABSENCE

Eligible Employees who are on a paid leave of absence will continue to receive University Contributions based on the Compensation they receive during the period of paid leave. Employees on an unpaid leave of absence will not receive University Contributions to the Plan.

PARTICIPATION DURING DISABILITY

If you become eligible for and begin receiving benefits under the University's long-term disability plan, the University will continue to make contributions to your account based on your Compensation in effect immediately before you became totally disabled. These University Contributions will cease the earlier of (1) you stop receiving benefits under the University's long-term disability plan, (2) you are no longer an Eligible Employee.

VESTING

You become vested in your account under the Plan when you satisfy the Plan's vesting requirements as described below.

Time-Based Vesting

You become vested in your Plan account after you complete three Years of Service. A "Year of Service" for vesting purposes is determined in the same manner as described in the "Definition of Year of Service" section of this booklet with a few important differences. First, Years of Service for Weekly Paid Employees are measured only on a calendar year basis. In addition, past service with another tax-exempt employer before you came to work for the University is not taken into account for vesting purposes under the Plan.

Event-Based Vesting

Even if you do not have at least three Years of Service, you can become vested in your Plan account if, while you are still employed by the University or a related employer, you attain age 65, die, or suffer a total disability that results in a termination of employment. Also, if you leave the University to go into the military, you will become vested if you die while in active service with the military.

Termination of Employment, Forfeitures and Rehire

If you terminate employment with the University and all related employers and you are not vested as described above, you will forfeit the University Contributions made to your Plan account (but any rollover contributions you made to the Plan will not be forfeited). Forfeitures will be used to reduce future University Contributions or offset reasonable expenses of the Plan. If your Plan account is zero, you shall be deemed to have received your distribution of your entire Plan account as of the date you terminate your employment with the University.

If you are rehired by the University as an Eligible Employee, you will again become a participant upon rehire, except if you did not previously meet the age and service requirements to become a participant (see the "Participation" section of this booklet), in which case you will become a participant once you meet those requirements. All your service with the University and all related employers is aggregated for participation and vesting.

If you are rehired by the University:

- Before you have five consecutive one-year Breaks in Service (as described below), your forfeited account will be restored but without any interest or investment earnings for the intervening period.
- After you have five or more consecutive one-year Breaks in Service, your forfeited account will not be restored.

For purposes of these rules, the term "Break in Service" means the following:

- For Monthly-Paid Employees, a "Break in Service" is a 12-consecutive-month period following your "Severance Date" during which you are not credited with at least one Hour of Service. Your "Severance Date" is the earlier of (1) your death or termination of employment, as determined in accordance with the University's termination and leave policies; or (2) if you are absent from active employment for any other reason, the one-year anniversary of the first date of your absence. For these purposes, you will not be treated as having a Severance Date if you are absent because of a period of military service. Further, a Break in Service will not start being counted until the one-year anniversary of any leave that is for maternity or paternity reasons (which includes the pregnancy of the employee, the birth of a child of the employee, placement of a child with the employee following an adoption, or the care of that child following the birth or placement for adoption).
- For Weekly-Paid Employees, a "Break in Service" is a Plan Year in which you do not complete more than 500 hours of service. Further, if you are absent from work for maternity or paternity reasons (as described in the preceding paragraph), you will be credited with the number of hours you would have worked if you had not gone on the leave, up to a maximum of 501 hours. If you are a Weekly-Paid Employee and you work a small number of hours during a Plan Year (500 or less), you can experience a Break in Service even without an actual termination of employment.

YOUR INVESTMENT OPTIONS

You may direct how your account is invested from among the investment choices made available to you under the Plan. The Plan's investment choices are subject to change from time to time.

The University intends for the Plan to be an "ERISA § 404(c) plan" described in Section 404(c) of the Employee Retirement Income Security Act of 1974 ("ERISA") and Title 29 of the Code of Federal Regulations Section 2550.404c-1. As such, Plan fiduciaries are relieved of liability for any losses that directly result from investment instructions given by any Plan participant or beneficiary including elections to invest Plan account balances among the Plan's available investment funds (or deemed investment direction if contributions are invested in the Plan's default investment fund as described below).

You may change your investment election with respect to future contributions and/or transfer existing funds from one investment option to another at any time, subject to generally applicable election rules and procedures and any limitations imposed by the contract for any particular investment option.

To review or change your investment election, or if you would like information about the investment options that are available to you, you should contact the Plan's recordkeeper. See "General Information" and "Recordkeeper Contact Information." You may also visit the HR website at www.hr.upenn.edu/PennHR/benefits-pay/saving-for-retirement/savings-plans/investment-funds.

The Plan Administrator (or its delegate) or the Plan's recordkeeper may establish rules and procedures for making investment elections and changes, and these rules and procedures may be changed or updated from time to time.

The Plan is operated by an entity that has claimed an exemption from the definition of the term "commodity pool operator" under the Commodity Exchange Act and, therefore, who is not subject to registration or regulation as a pool operator under the Commodity Exchange Act.

Default Investment Fund

For participants who have not made an affirmative investment election, the Plan has designated a default investment fund. The Plan's current default investment fund is a "target retirement date" fund, which generally means that the fund's investment mix has been selected based on the number of years until a participant's target retirement date (which is assumed to be age 65) and automatically adjusts to become more conservative as the participant nears age 65. You can contact the Plan's recordkeeper at any time for the prospectus and other information about the Plan's default investment fund. The plan's default investment fund may be changed from time to time by the Plan.

If you do not make an affirmative election and your investments are defaulted into the Plan's default investment fund, you are free to change this default investment election and make an affirmative investment election at any time. To make this change, you must contact the Plan's recordkeeper as described above and follow the steps for making an investment election change.

Investment Option Considerations

You should keep in mind that every investment is subject to some type of investment risk, including loss of principal. If your Plan investments decline, your benefit will be smaller. You assume the risk of any decrease in the market value of any investment fund in which you choose to invest under the Plan. The University, the Plan Administrator, the trustee, and the recordkeeper (as well as their delegates and employees) are not authorized to make any recommendation as to your selection of investments, nor can they guarantee account values against loss or depreciation. There is no guarantee as to the future performance of any investment option offered under the Plan.

To help achieve long-term retirement needs, you should give careful consideration to the benefits of a well-balanced and diversified investment portfolio. Spreading your assets among different types of investments can help you achieve a favorable rate of return while minimizing your overall risk of losing money. This is because market or other economic conditions that cause one category of assets, or one particular security, to perform very well often cause another asset category, or another particular security, to perform poorly. If you invest more than 20% of your retirement savings in any one company or industry, your savings may not be properly diversified. Although diversification is not a guarantee against loss, it can be one strategy to help you manage investment risk. It is important to periodically review your investment portfolio, your investment objectives, and the investment options under the Plan to help ensure that your retirement savings will meet your retirement goals.

PLAN EXPENSES

Unless paid by the University, expenses relating to the administration of the Plan are paid from the Plan and participants' accounts. These expenses (such as recordkeeping, legal, accounting, trustee and other administrative expenses) may be allocated among the accounts of you and other Plan participants. In addition, you may be charged for transactional fees that directly relate to you, such as expenses related to a distribution or the processing of a qualified domestic relations order (as defined below), if applicable. In addition to these administrative expenses, investment management fees and other investment-related expenses are deducted from your Plan investments.

ACCOUNT INFORMATION

Account statements are provided to you quarterly by the Plan's recordkeeper. The account statement will show the status of your account, including the total amount of contributions for the report period, and the current value of your accumulation in each investment fund or option in which you have invested (including any gains or losses).

Although the Plan Administrator and the recordkeeper will review and process your contribution and investment elections, it is your responsibility to make sure that your contribution and investment elections are implemented correctly. This means that you should review your pay stubs and quarterly account statements to make sure your contribution and investment elections were properly implemented. If you think that your contribution or investment elections were not properly administered, you should notify the Plan Administrator immediately. **IMPORTANT:**

IF YOU DO NOT NOTIFY THE PLAN ADMINISTRATOR OF ANY ERROR IMMEDIATELY, YOU WILL BE DEEMED TO HAVE ACCEPTED THE MANNER IN WHICH YOUR CONTRIBUTION OR INVESTMENT ELECTION WAS IMPLEMENTED. THIS MEANS THAT IT WILL NOT BE POSSIBLE TO REVISE YOUR CONTRIBUTION OR INVESTMENT ELECTION RETROACTIVELY.

PAYMENT OF YOUR ACCOUNT

Your account is payable upon your retirement, disability, death or other termination of employment. (Certain in-service withdrawals are also permitted in limited circumstances, see the "Withdrawal During Employment" section of this booklet.)

Retirement or Other Termination of Employment

When you retire or otherwise terminate employment you may elect to have your account paid to you. Alternatively, you may elect to defer distribution of your account until a later date. But you may not defer distribution of your account beyond your "Required Beginning Date," which is April 1 of the calendar year following the later of (1) the calendar year in which you reach age 72 (70½ if you reached age 70 ½ before January 1, 2020), or (2) the calendar year in which you terminate employment.

Disability

Eligible Employees may retire on account of suffering a total disability. You will be considered disabled for purposes of the Plan if you become eligible for and are receiving benefits under the University's Long-Term Disability Plan. Once disabled, you may choose to have your account paid to you (as long as you are not otherwise receiving Compensation from the University or a related employer), or you may defer payment of your account until a later date as permitted under the Plan.

Forms of Benefit Payment

An annuity (as described below) is the Plan's automatic form of payment. However, you can elect to receive your benefit in the form of a lump-sum distribution or any of the optional forms of benefits available through the investment option in which your account is invested. If you are married, you will need the consent of your spouse to elect any form of payment other than a "qualified joint and survivor annuity" with your spouse as beneficiary.

You should contact the Plan Administrator or the recordkeeper to determine what payment options are available to you and the conditions applicable to any particular payment option. Contact information can be found in the "General Information" and "Recordkeeper Contact Information" sections of this booklet.

- *Annuities* – An "annuity" means monthly payments for life. Some annuities also provide for survivor benefits after your death as described below:
 - Automatic Form of Annuity for Unmarried Participants – If you are not married when payments begin, your account is payable as a "**single life annuity**," which means equal

monthly payments for your life. No payments will be made to your beneficiaries, heirs or estate after your death.

- Automatic Form of Annuity for Married Participants – If you are married when payments begin, your account is payable as a "**qualified joint and survivor annuity**." A qualified joint and survivor annuity provides reduced monthly payments to you for your life and, if your spouse lives longer than you, monthly payments to your spouse for his or her lifetime. The monthly benefit payable to your spouse upon your death must be equal to at least 50% but not more than 100% of the monthly payment to you during your lifetime. (You elect the survivor percentage in your application for benefits.)
- Optional Forms of Annuity Payment – If you are unmarried, or if you are married and your spouse consents (see "Spousal Consent" below), you may elect to receive your account in one of the optional forms of payment available to you through the investment option.
- *Single-Sum Distribution* – If you terminate employment, and if permitted by the investment option in which your account is invested, you may elect to receive a single-sum cash payment of your account. The lump-sum payment is subject to the terms of the contract with the applicable provider of the investment option with which your account is invested.
- *Other Optional Forms of Distribution* – Subject to the terms of the applicable contracts, investment options may offer other optional forms of benefit payments.
- *Cash Out of Small Amounts* – If authorized by the investment option at the time you terminate employment or die, and if your account balance (excluding any rollover contributions) under the Plan does not exceed \$1,000, your account will be paid to you or your beneficiary in a single sum as soon as administratively possible.

Applying for Benefits

Distribution of your account balance under the Plan is not automatic; you must submit a complete distribution application, including any required information and documents, in accordance with the Plan's and the recordkeeper's procedures. You should contact the Plan Administrator or the recordkeeper for information about applying for a distribution of your Plan benefits.

Spousal Consent

If you are married and you want to name a beneficiary other than your spouse, or elect a form of distribution other than a qualified joint and survivor annuity with your spouse as beneficiary as described above, your spouse must consent to the form of payment you elect and to any beneficiary you name. Your spouse's consent must be in writing on the Plan's form for that purpose and must be notarized by a notary public. However, if you can demonstrate that your spouse cannot be located or you supply a court order establishing that you are legally separated or have been abandoned, spousal consent may not be necessary. If you are not married, you may choose any form of payment and designate any individual as your beneficiary.

Same-Sex Couples

"Spouse" for Plan purposes includes a spouse of the same sex to whom you are legally married in accordance with the laws of any state or foreign jurisdiction. Because the law now permits same-sex marriage, the Plan will no longer recognize same-sex domestic partnerships. For transition purposes, if you registered your same-sex domestic partner on a form filed with the Plan Administrator before July 1, 2016, this designation continues to be effective and your same-sex domestic partner will be treated as your spouse for Plan purposes.

PAYMENT AFTER YOUR DEATH

Payment upon Death AFTER Payments Begin

If your death occurs after payment of your account has begun, any death benefit payable thereafter will be determined by the form of payment in effect prior to your death. Of course, if payment was made to you as a lump sum, no further benefits are payable on your behalf from the Plan.

Payment upon Death BEFORE Payments Begin

- *Participant with No Surviving Spouse* – If you have no spouse when you die, the death benefit will be paid to the beneficiary you have designated to receive death benefits or, if no beneficiary is designated, to your estate. The death benefit will be paid in the form of a lump-sum distribution unless your beneficiary elects another form of payment available through the investment option with which your account is invested. Payment of the death benefit will begin on the date elected by your beneficiary and may begin as early as the first day of the month that follows your death by at least 30 days (or earlier if the investment option so provides). However, if your designated beneficiary is considered to be an "eligible designated beneficiary" (defined below), benefits must be paid no later than (1) December 31 of the year containing the fifth anniversary of your death, if payment is to be made in a lump sum, or (2) December 31 of the year following the year of your death, if payment is to be made over the life or life expectancy of your beneficiary. If your designated beneficiary is not an eligible designated beneficiary, distributions must be made no later than by the end of the tenth calendar year following the year of your death. If your beneficiary is not a designated beneficiary (such as your estate), distributions must be made no later than by the end of the fifth calendar year following the year of your death.

An "eligible designated beneficiary" means, if you die after December 31, 2019, any designated beneficiary who is: (1) your surviving Spouse, (2) your child who has not reached majority (generally age 18); (3) disabled within the meaning of Internal Revenue Service rules; (4) a chronically ill individual as defined in Internal Revenue Service rules and (5) any other individual who is not more than ten years younger than you.

- *Participant with Surviving Spouse* – If you have a spouse when you die, 50% of your account will automatically be paid to your surviving spouse in the form of an annuity for your spouse's life, unless your spouse elects an alternate form of payment. The remaining 50% of your account will be paid to your designated beneficiary (who may also be your spouse) or, if

no beneficiary is designated, to your estate. Alternatively, you may elect to waive the pre-retirement spouse's annuity and have your account paid instead (1) to the beneficiary you designate, or (2) to your spouse in a form other than a life annuity. Your waiver of the pre-retirement spouse's annuity will be effective only if your spouse consents to that waiver. You may revoke your waiver of the spouse's annuity at any time prior to your death by notifying the University in writing. Payments to your surviving spouse will begin on the date chosen by your spouse, but no later than (1) December 31 of the year containing the fifth anniversary of your death if payment is to be made in a lump sum, or (2) the later of December 31 of the year following your death, or December 31 of the year you would have attained age 72 (70 ½ if you reached age 70 ½ before January 1, 2020).

Beneficiary Designations

A beneficiary designation, or any change to such designation, must be made on a form provided for that purpose by the Plan Administrator or the Plan's recordkeeper, and is subject to spousal consent (see the "Spousal Consent" section of this booklet). To be valid, the Plan Administrator or the recordkeeper must receive your properly completed beneficiary designation before your death. Rules for spousal consent and default beneficiaries are determined by the Plan and the recordkeeper and are subject to any applicable terms set forth in the contract for an investment option.

If your beneficiary dies, or if your marital status changes, you are responsible for completing a new beneficiary designation form by contacting the recordkeeper and completing the procedures for naming a new beneficiary.

WITHDRAWAL DURING EMPLOYMENT

You generally cannot receive distributions from the Plan while you are still working for the University; however, certain distributions are permitted. You should contact the Plan Administrator and/or the Plan's recordkeeper if you are interested in taking a distribution from your account under the Plan. The following may be available in accordance with the rules of the investment options and fund in which your account is invested:

- If you are 55 years or older, certain TIAA investment options may provide you with the opportunity to elect to begin receiving income under the TIAA Interest Payment Retirement Option;
- You may receive distributions if you become totally disabled and are receiving benefits under the University's Long-Term Disability Plan;
- If you participate in the University's "phased retirement" program when you reach age 59½, you may start taking withdrawals from your account under the Plan; or
- You may receive distributions when you reach age 70½.

ROLLOVER DISTRIBUTIONS

If you are entitled to receive a distribution from the Plan that is an "eligible rollover distribution" (as determined under the Code, generally a lump sum or installments over a period of less than

10 years), you may roll over all or a portion of that distribution either directly, or within 60 days after receipt, into an IRA or Roth IRA, or another employer's plan that accepts rollovers (such as a 403(b) plan, a 401(k) plan, or a governmental 457 plan). Withholding for federal income tax will apply to any portion of such a distribution that is not directly rolled over to an IRA or another employer's plan.

NON-ASSIGNMENT OF BENEFITS

None of the payments, benefits or rights of any participant, alternate payee or beneficiary shall be subject to any claim of any creditor, and, in particular, to the fullest extent permitted by law, all such payments, benefits and rights shall be free from attachment, garnishment, trustee's process, or any other legal or equitable process available to any creditor of such participant, alternate payee or beneficiary. Except as provided in compliance with provisions and conditions of a QDRO (as explained below), any federal tax levy, judgement relating to a participant's conviction of a crime involving the Plan, or agreement with the PBGC, no participant, alternate payee or beneficiary shall have the right to alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which he may expect to receive, contingently or otherwise, under the Plan, except the right to designate a beneficiary or beneficiaries as provided above.

QUALIFIED DOMESTIC RELATIONS ORDERS

The Plan must recognize a "qualified domestic relations order" ("QDRO") issued by a state authority (usually a court) that requires your account to be used to satisfy child support, alimony, or settlement of marital property rights under state domestic relations law. If a QDRO is received by the Plan, all or a portion of your vested account may be paid to an alternate payee to satisfy that QDRO, even if you are not yet eligible for a distribution from the Plan. The law currently provides that an "alternate payee" may be your spouse, former spouse, child, or other dependent.

There are certain legal requirements that a domestic relations order must meet before it can be qualified. For example, a domestic relations order cannot provide benefits to an alternate payee in a form or at a time that is not permitted under the Plan. The Plan Administrator determines whether an order is qualified in accordance with its procedures. Copies of the Plan's model QDRO and the QDRO procedures are available at no charge from the Plan Administrator. You or your former spouse, or your spouse's legal representative, must notify the Plan Administrator if your benefits under the Plan are or will become subject to a QDRO. Contact the Plan Administrator if you need further information or have any questions about QDROs. (Contact information is under the "General Information" section of this booklet.)

TAX INFORMATION

You are not required to pay federal income tax on your account until amounts are distributed to you from the Plan. For more detailed tax information, please see the IRS Special Tax Notice that is provided to you when you request a distribution. For further information regarding the tax rules that apply, please review applicable IRS publications and/or consult your tax advisor.

Distributions and withdrawals from the Plan are also subject to the state and local taxes of the state considered to be your tax residence.

Because tax laws are complicated and subject to frequent change, and because tax consequences of distributions vary depending on factors such as age, marital status, other income, and applicable tax rates, you should consult your personal tax advisor to determine what distribution options are best for you and how to treat any distribution from the Plan for federal, state, and local tax purposes.

AMENDMENT OR TERMINATION OF THE PLAN

The University, by action of the Board of Trustees (or its delegates, including the Vice President for Human Resources), has the right to amend or terminate the Plan at any time and for any reason.

BURDEN OF PROOF REGARDING RECORDS

The Plan's records, including but not limited to any individual's employment status, compensation, service, contributions, investments, account values, withdrawals, elections, distributions, and all other matters affecting eligibility for and amount or payment of benefits, are controlling in all cases. If you believe that the Plan's records are incomplete or incorrect, the burden of proof is on you to provide written documentation of the additional information that you believe is relevant. Whether such documentation is satisfactory to override the Plan's records will be determined by the Plan Administrator in its sole and absolute discretion, subject to the Plan's claims and appeals procedure. You may review the Plan's records applicable to you by contacting the Plan Administrator in accordance with the Plan's procedures.

LOSS, REDUCTION OR SUSPENSION OF BENEFITS

Your Plan benefits may be lost, reduced, limited, suspended or delayed for a number of different reasons as follows:

- *Investment Losses* – Losses on investments, investment expenses, and any administrative fees will reduce the value of your account.
- *Forfeiture if Not Vested* – You will lose your Plan benefits if you terminate employment before you are vested.
- *QDRO* – A QDRO could require that all or a portion of your benefit be paid to an alternate payee, such as your former spouse.
- *Federal Limits and Liens* – Benefits may be reduced or lost due to limitations under the Internal Revenue Code, the imposition of income, penalty, excise taxes or a tax lien, or a judgment or settlement agreement that requires you to make payments to the Plan.
- *Taxes and Withholding* – Benefits are reduced by any taxes the Plan is required to withhold under federal and state laws. You may owe IRS penalties if benefits begin early or late (after your required beginning date).

- *Address or Name Changes* – Benefits cannot be paid if you cannot be located. You are responsible for notifying the University and the recordkeeper of any name or address changes. If benefits are required to be paid to you under the terms of the Plan or applicable law, and you or your beneficiary cannot be located after a reasonable search, and if the agreements governing amounts held in your Plan account permit, those benefits are subject to forfeiture. Those benefits can later be restored and paid (without interest) if you or your beneficiary comes forward or is located at a later date.
- *No Proper Application for Benefits* – If you fail to make proper application for benefits or fail to provide necessary information or documents, you will be deemed to have deferred payments until your required beginning date.
- *Mistakes and Recoupment* – The Plan Administrator has the right to recoup any contributions made to your account in error. If your benefit is incorrectly calculated or if there is an error in payment, future benefit payments will be adjusted to correct the error. If there is an overpayment, any later payments from the Plan would be reduced, or the recipient may be required to repay the overpayment.
- *Incompetence* – If you or your beneficiary are unable to manage your financial affairs, or if your beneficiary is a minor, the Plan may pay your benefits to a court-appointed guardian or other representative who is legally authorized to conduct your or your beneficiary's financial affairs.
- *Failure to Make a Timely Claim for Benefits or Appeal Denied Claim* – If you don't make a timely claim for benefits or a timely appeal of a denied claim (more information about the Plan's claims and appeals procedure is below), you lose any right to possible entitlement to those benefits.

CLAIMS AND APPEALS PROCEDURE

If you feel that you are entitled to certain Plan benefits you are not receiving, you believe you are entitled to a Plan benefit that differs from the benefit determined for you, to clarify your rights to a future benefit, or seek to enforce any right or claim against the Plan, you may make a written claim to the Plan Administrator (or its delegate) for such benefits. You have the right to authorize a representative to act on your behalf during the claims and appeals process.

If you wait too long to make your claim under the Plan's claims and appeals procedure described here, your claim will be "time-barred" and you won't be allowed to make your claim (see "Claims Deadline" below).

If your claim is denied, you will be notified in writing within 90 days after the Plan Administrator receives your claim. This notice will contain the following information:

- The specific reason(s) for the denial;
- Specific reference to the Plan provisions on which the denial is based;

- A description of any additional material or information necessary in order to present a thorough appeal and an explanation of why such material or information is needed; and
- An explanation of the claim appeal procedure and time limits applicable to the procedure, including a statement of your right to bring a civil action under ERISA Section 502 after a denial on appeal.

If the Plan Administrator needs more than 90 days to review your claim for benefits, you will be advised in writing within 90 days after the Plan Administrator receives your claim. The notice will tell you why the Plan Administrator needs more time (which cannot exceed an additional 90 days), and the date by which you can expect a decision.

If you disagree with the decision, you may appeal the denial to the Plan Administrator.

IMPORTANT: You must submit this appeal to the Plan Administrator in writing within 60 days after the date you receive the Plan Administrator's response to your initial claim.

Appeals not timely filed will be barred. For purposes of the review, you have the right to:

- Submit written comments, documents, records and other information relating to the claim for benefits;
- Request, free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim for benefits; and
- A review that takes into account all comments, documents, records, and other information submitted by you relating to the claim, regardless of whether the information was submitted or considered in the initial benefit decision.

The denied claim will be reviewed by the Plan Administrator. Within 60 days after the Plan Administrator receives your appeal, the Plan Administrator will provide a written notice of its decision to you. The notice will:

- Provide the specific reason(s) for the denial;
- Refer to the provisions of the Plan on which the denial is based;
- Contain a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim; and
- Describe your right to obtain information about the claims procedures, and contain a statement of your right to bring a civil action under ERISA Section 502 if you disagree with the Plan Administrator's decision on appeal.

If the Plan Administrator needs more than 60 days to review the denied claim, you will be advised in writing within 60 days after the Plan Administrator receives your appeal. The notice will tell you why the Plan Administrator needs more time (which cannot exceed an additional 60 days), and the date by which you can expect a decision.

The Plan Administrator has complete and final discretionary authority to determine all questions regarding an employee's participation and benefits and to interpret and construe the provisions of the Plan document including any uncertain terms. When deciding claims, the Plan Administrator is using its full discretionary authority to determine facts, interpret the Plan, and resolve any questions. Decisions made by the Plan Administrator will be given full deference by any court of law and the Plan Administrator's decision on review will be final and binding on all parties.

You must follow the claim procedures within the deadlines above if you wish to preserve any rights you may have to a benefit under the Plan, including your right to pursue your claim in court or seek a ruling or judgment of any kind against the Plan, a Plan fiduciary, or any other party associated with the Plan.

If you don't present all of your evidence and arguments during the claims and appeals procedure, you will have waived the opportunity to present them and won't be able to bring them forward at a later time. This means that the court's review will be limited to the facts, evidence, and issues you present during the Plan's claims and appeals procedure described here.

After you have exhausted the Plan's claims and appeals procedure (but not before), you may file a lawsuit in the United States District Court, Eastern District of Pennsylvania.

Any such claim or lawsuit must be filed by the "**Claims Deadline**," which is 24 months after whichever of the following events happened first:

- Your first benefit payment was made or should have been made;
- The Plan Administrator first denied your claim; or
- You first knew or should have known the important facts relating to your claim.

You are not permitted to bring a claim under the Plan's claims and appeals procedure or bring a lawsuit in a court or other forum after the Claims Deadline. However, if you start the Plan's claims and appeals procedure before the Claims Deadline and the Claims Deadline passes before you file your lawsuit, you may still file your lawsuit during the three-month period after the Committee sends the final notice of denial of your appealed claim.

TERMINATION INSURANCE

ERISA created the Pension Benefit Guaranty Corporation ("**PBGC**"), which provides federal insurance for certain retirement benefits. Benefits under the Plan are NOT insured by the PBGC because the PBGC does not insure plans of this type (i.e., defined contribution plans with individual accounts). The PBGC insures only defined benefit plans.

STATEMENT REQUIRED BY GOVERNMENT REGULATIONS

Regulations of the U.S. government require that this summary plan description include the Statement of ERISA Rights that appears below. The statement was drafted by the federal government. As permitted by the regulations, portions of the statement that are not applicable to the Plan have been omitted and certain explanatory provisions have been added. The University

and the Plan Administrator cannot take any responsibility for the accuracy or completeness of any assertion in the statement.

STATEMENT OF ERISA RIGHTS

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available in the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of all documents governing the operation of the Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement telling you your current account balance. You will automatically receive a statement of your account periodically, and you may request (in writing) one additional statement, free of charge. This additional statement is not required to be given upon request more than once every 12 months.

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 Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the Plan documents or latest annual report and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan

Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court after exhausting the Plan's claims and appeals procedures described above. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court after exhausting the Plan's claims and appeals procedures described above. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous. ***Before filing suit in a federal or state court for any reason, you are required to exhaust the Plan's claims and appeals procedure (described above). You will lose your right to file suit if you (a) do not exhaust the claims and appeals procedure; or (b) fail to meet the deadlines described in those procedures.***

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at 1-866-444-EBSA (3272), or via the Internet at www.dol.gov/ebsa.

EXHIBIT A

ELIGIBLE ACADEMIC TITLES	
Academic Clinician Assistant Professor	276016
Academic Clinician Associate Professor	276017
Academic Clinician Professor	276018
Advanced Senior Lecturer A	216048
Artist-In-Residence	216027
Assistant Professor	216020
Assistant Professor, Clinician-Educator	226020
Associate Chair	286020
Associate Professor	216010
Associate Professor, Clinician-Educator	226010
Clinical Assistant Professor A	276025
Clinical Associate Professor A	276015
Director	286000
Emeritus Associate Professor	206012
Emeritus Associate Professor, Clinician Educator	206008
Emeritus Professor	206005
Emeritus Professor, Clinician Educator	206007
Faculty, Pending	140060
Lecturer C	206047
Lecturer, Critical Writing	206042
Lecturer, Educational Practice	206075
Lecturer, Foreign Language	206048
Lecturer, Nursing	216050
Practice Assistant Professor	296006
Practice Associate Professor	296004
Practice Professor	296000
Professor	216000
Professor, Clinician-Educator	226000
Research Assistant Professor	266020
Research Associate Professor	266010
Research Professor	266000
Senior Lecturer A	216044
Senior Lecturer, Foreign Language	206046