Updates To the Summary Plan Descriptions and Other Benefit Summaries

To RIT Faculty and Staff:

To comply with the requirements of the Employee Retirement Income Security Act (ERISA), we are providing you with this summary of material changes and clarifications to the descriptions of employee benefit plans. This update is a "summary of material modifications" (SMM) required by ERISA.

For those who received a hard copy Summary Plan Descriptions and Other Benefit Summaries, you should keep this SMM with that book.

All of the summaries published on the HR website (www.rit.edu/benefits) have been updated for the changes outlined in this SMM. In addition, we have posted this SMM on the HR website in the Summary Plan Descriptions and Other Benefit Summaries page.

This update modifies the summary plan descriptions of a number of RIT's employee benefit plans. Benefits under each plan are determined by the terms of the underlying plan documents and contracts. In the event of any inconsistency between this update, the handbook and the plan document or contract, the plan document or contract will govern your rights and benefits.

This update is being provided to all regular full-time and extended part-time employees. Therefore, some of the plans may apply to you and others may not. Your eligibility for any RIT benefit plan is not established merely by your receipt of this update.

RIT intends to continue the benefit plans indefinitely, but reserves the right to modify or terminate all or any portion of the employee benefits package at any time with or without notice. Such changes automatically will apply to you and your employment relationship at RIT. Participation in these plans is provided to eligible employees and does not constitute a guarantee of employment, requires continued employment and eligibility and is subject to the terms and conditions of the underlying plan documents and contracts.

Issue Date: June 24, 2016
The Table of Contents is updated as follows:

ROCHESTER INSTITUTE OF TECHNOLOGY

Your RIT Benefit Plan Summaries - 2016

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SMM 1

Issued 6/24/2016
## SECTION I
### INTRODUCTION

Page I-3, the Benefits Phone Numbers for Employees and Retirees is changed in its entirety as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Voice</th>
<th>TTY Phone</th>
<th>Website</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>HEALTH CARE</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medical (Excellus Blue Cross Blue Shield)</td>
<td>(877) 253-4797</td>
<td>(585) 454-2845</td>
<td><a href="http://www.excellusbcbs.com/rit">www.excellusbcbs.com/rit</a></td>
</tr>
<tr>
<td>Medicare Blue Choice</td>
<td>(877) 883-9577</td>
<td>(585) 454-2845</td>
<td><a href="http://www.excellusbcbs.com/rit">www.excellusbcbs.com/rit</a></td>
</tr>
<tr>
<td>MVP Preferred Gold</td>
<td>(585) 327-2480</td>
<td>(585) 325-2629</td>
<td><a href="http://www.mvphealthcare.org">www.mvphealthcare.org</a></td>
</tr>
<tr>
<td>Prescription Drug (OptumRx)</td>
<td>(855) 209-1300</td>
<td></td>
<td><a href="http://www.optumRx.com/myCatamaranRx">www.optumRx.com/myCatamaranRx</a></td>
</tr>
<tr>
<td>(Wegmans)</td>
<td>(800) 934-6267</td>
<td></td>
<td><a href="http://www.wegmans.com">www.wegmans.com</a></td>
</tr>
<tr>
<td>Vision Care Plan (VSP)</td>
<td>(800) 877-7195</td>
<td>(800) 428-4833</td>
<td><a href="http://www.vsp.com">www.vsp.com</a></td>
</tr>
<tr>
<td>Dental (Excellus BlueCross BlueShield) (Retirees Only)</td>
<td>(800) 724-1675</td>
<td>(585) 454-2845</td>
<td><a href="http://www.excellusbcbs.com/rit">www.excellusbcbs.com/rit</a></td>
</tr>
<tr>
<td>Beneflex (Lifetime Benefit Solutions)</td>
<td>(800) 327-7130</td>
<td>(585) 454-2845</td>
<td><a href="http://www.lifetimebenefitsolutions.com">www.lifetimebenefitsolutions.com</a></td>
</tr>
<tr>
<td>Employee Assistance Program (EAP) (GuidanceResources)</td>
<td>(844) 572-9730</td>
<td>(800) 697-0353</td>
<td><a href="http://www.guidanceresources.com">www.guidanceresources.com</a></td>
</tr>
<tr>
<td>Long Term Care (MedAmerica) (existing policies only; no new policies)</td>
<td>(585) 381-1868</td>
<td></td>
<td><a href="http://www.yourlongtermcare.com">www.yourlongtermcare.com</a></td>
</tr>
<tr>
<td>Retiree Billing (Lifetime Benefit Solutions)</td>
<td>(800) 828-0078</td>
<td></td>
<td></td>
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<tr>
<td><strong>OTHER INSURANCE</strong></td>
<td></td>
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</tr>
<tr>
<td>Life, AD&amp;D, STD, FMLA, LTD (Prudential, ID #50757)</td>
<td>(877) 908-4778</td>
<td></td>
<td><a href="http://www.prudential.com/mybenefits">www.prudential.com/mybenefits</a></td>
</tr>
<tr>
<td><strong>RETIREMENT PLAN</strong></td>
<td></td>
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<tr>
<td>Fidelity</td>
<td>(800) 343-0860</td>
<td>(800) 259-9734</td>
<td><a href="http://www.fidelity.com/rit">www.fidelity.com/rit</a></td>
</tr>
<tr>
<td>TIAA</td>
<td>(585) 246-4600</td>
<td>(585) 246-4610</td>
<td><a href="http://www.tiaa.org/rit">www.tiaa.org/rit</a></td>
</tr>
<tr>
<td>(877) 209-3144 (local)</td>
<td>(800) 842-2776</td>
<td>(800) 842-2755</td>
<td></td>
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<tr>
<td><strong>OTHER PROGRAMS</strong></td>
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<tr>
<td>New York’s College Savings Program</td>
<td>(877) 697-2837</td>
<td></td>
<td><a href="http://www.nysaves.org">www.nysaves.org</a></td>
</tr>
<tr>
<td>U.S. Savings Bonds</td>
<td>(800) 487-2663</td>
<td></td>
<td><a href="http://www.treasurydirect.gov">www.treasurydirect.gov</a></td>
</tr>
<tr>
<td><strong>EMPLOYEE DISCOUNT SERVICES</strong></td>
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<tr>
<td>Legal Services Plan (Hyatt)</td>
<td>(800) 821-6400</td>
<td>(800) 821-5955</td>
<td><a href="http://www.legalplans.com">www.legalplans.com</a></td>
</tr>
<tr>
<td>access code is 570005</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Auto/Homeowners Insurance (Mercer Voluntary Benefits)</td>
<td>(866) 272-8902</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RARES e-mail: <a href="mailto:RARESBOD@gmail.com">RARESBOD@gmail.com</a></td>
<td>(585) 789-0223</td>
<td></td>
<td><a href="http://www.rares.org">www.rares.org</a></td>
</tr>
<tr>
<td>Veterinary Pet Insurance (VPI)</td>
<td>(877) 738-7874</td>
<td></td>
<td><a href="http://www.petsvpi.com">www.petsvpi.com</a></td>
</tr>
</tbody>
</table>
Effective January 1, 2016, all references to Express Scripts or ESI are changed to OptumRx.

All websites for Express Scripts are changed to OptumRx as follows: [www.optumRx.com/myCatamaranRx](http://www.optumRx.com/myCatamaranRx).

All references to Rochester Regional Health System are changed to Rochester Regional Health; all references to RRHS are changed to RRH.

The cost sharing levels on page II-7 are updated as follows:

Effective January 1, 2016, regular full-time employees will pay for coverage based on their annual base pay as follows:

- Level 1: less than $41,000
- Level 2: $41,000-$86,999
- Level 3: $87,000-$129,999
- Level 4: $130,000 or more

In the When Coverage Ends section, a new second bullet is added as follows and the 4th to last bullet is modified as follows:

- You are an adjunct employee and you are not working;
- You no longer meet the Plan’s eligibility requirements; this includes transfer to an employment category that is not eligible for coverage under the Plan;

In the What is COBRA Continuation Coverage section, the first bullet of the second paragraph is modified to read as follows:

- You no longer meet the Plan’s eligibility requirements; this includes transfer to an employment category that is not eligible for coverage under the Plan;

The COBRA contact information is modified as follows:

Plan Contact Information for return of COBRA Election Forms and Premium Payments:

P&A Group
17 Court Street, Suite 500
Buffalo, NY 14202
Attn: RIT COBRA

SECTION III
VISION CARE PLAN

The first two paragraphs of the Who is Covered and When is modified to read as follows:

Who is Covered and When
Regular full-time, extended part-time, and part-time employees are eligible to participate in the Plan. In addition, adjunct employees are eligible to participate in terms in which they work. If you elect coverage, it can begin on the
first day of the month on or after your date of employment. You need to enroll, however, and authorize the payroll
deductions to pay your share of the cost before coverage can begin. If your pay is too small to take payroll
ccontributions, you will be billed for the coverage. If you are not at work on the day coverage is supposed to start,
coverage will become effective on the day you return to active employment.

You also may obtain coverage for your spouse or domestic partner and/or eligible children by enrolling in two
person or family coverage and authorizing payroll deductions (or billing if your pay is too small) to pay your share of
the cost. You may not cover your spouse/domestic partner as a dependent if your spouse is enrolled for coverage
as an employee. No child can be covered as both an employee and a dependent.

The first paragraph of the Who Pays For This Protection is modified to read as follows:

Who Pays For This Protection
This is a voluntary plan, with the employee paying the full premium by pre-tax payroll deduction (or after-tax
monthly billing if your pay is too small). Your cost will be based on whether you choose individual, two person or
family coverage.

The third paragraph of the What the Vision Care Plan Covers is modified to read as follows and a new section
about diabetic and low vision coverage is added:

What the Vision Care Plan Covers
If you or a covered family member receives coverage from a non-VSP provider, you should pay the provider’s full
fee at the time of service and then submit an itemized bill to VSP for reimbursement according to the schedule of
allowances. Discounts do not apply for vision care benefits obtained from non-VSP Providers, so your cost is likely
to be higher if you receive services from a non-VSP Provider.

VSP Diabetic Eyecare Plus Program
The VSP Diabetic Eyecare Plus Program provides coverage of additional eyecare services specifically for
members with diabetic eye disease, glaucoma or age-related macular degeneration (AMD). Eligible members can
receive both routine and follow-up medical eyecare from their VSP doctor—the doctor who already knows their
eyes best. A summary of the coverage is as follows:

- The VSP Diabetic Eyecare Plus Program provides coverage of additional eyecare services specifically for
  members with diabetic eye disease, glaucoma or AMD, including:
    - medical follow-up exams,
    - visual field and acuity tests,
    - specialized screenings and diagnostic tests,
    - diagnostic imaging of the retina and optic nerve,
    - retinal screening for eligible members with diabetes.

- The program also provides supplemental1 coverage for non-surgical medical eye conditions such as
  diabetic retinopathy, abnormal blood vessel growth on the eye (rubeosis), and diabetic macular edema.
- Members can self-refer2, visit their VSP Provider as often as needed, and pay only a copay for services.

1 The VSP Diabetic Eyecare Plus Program pays secondary to other medical eye insurance coverage.
2 Unless referral by a primary care physician is required by the health plan.
**Low Vision Coverage**

Low Vision Services are a plan benefit when specific benefit criteria are satisfied and when prescribed by the covered person’s VSP Preferred Provider. Professional services for severe visual problems not correctable with regular lenses are covered as follows:

**Supplemental Test:** Covered in full*

**Supplemental Aids:** 75% of VSP Preferred Provider’s fee, up to $1,000*

*maximum benefit for all Low Vision services and materials is $1,000 every two (2) years and a maximum of two supplemental tests within a two-year period.

*In the When Coverage Ends section, a new second bullet is added as follows and the 4th to last bullet is modified as follows:

- You are an adjunct employee and you are not working;
- You no longer meet the Plan’s eligibility requirements; this includes transfer to an employment category that is not eligible for coverage under the Plan;

*In the What is COBRA Continuation Coverage section on page 8, the first bullet of the second paragraph is modified to read as follows:

- You no longer meet the Plan’s eligibility requirements; this includes transfer to an employment category that is not eligible for coverage under the Plan;

*The COBRA contact information on page 11 is modified as follows:

Plan Contact Information for return of COBRA Election Forms and Premium Payments:

P&A Group
17 Court Street, Suite 500
Buffalo, NY 14202
Attn: RIT COBRA

*The following sections are added immediately before the Administrative Claims Procedures section:

**Complaints and Grievances**

You have the right to expect quality care from VSP Preferred Providers. More information is available under “Patient’s Rights and Responsibilities” on VSP’s web site at [www.vsp.com](http://www.vsp.com). Complaints and grievances are disagreements regarding access to care, quality of care, treatment or service. You may submit any complaints and/or grievances, at any time, in writing to VSP at 3333 Quality Drive, Rancho Cordova, CA 95670-7985 or by calling VSP’s Customer Care Division at 1-800-877-7195. VSP will resolve the complaint or grievance within thirty (30) calendar days after receipt, unless special circumstances require an extension of time. In that case, resolution shall be achieved as soon as possible, but not later than forty-five (45) calendar days after VSP’s receipt of all necessary information. If VSP determines that resolution cannot be achieved within thirty (30) days, VSP will notify you of the expected resolution date. Upon final resolution VSP will notify you of the outcome in writing.

If you are not satisfied with the resolution of any complaint and/or grievance, you may file an appeal in writing to VSP at 3333 Quality Drive, Rancho Cordova, CA 95670-7985 or by calling VSP’s Customer Care Division at 1-
800-877-7195. You have up to sixty (60) business days from receipt of the complaint and/or grievance determination to file an appeal. VSP will make a determination of an appeal within thirty (30) business days of receipt of all necessary information. If you remain dissatisfied with VSP’s appeal determination or at any other time, you may call the New York State Department of Financial Services at 1-800-342-3736 or write them at New York State Department of Financial Services, Consumer Assistance Unit, One Commerce Plaza, Albany, NY 12257.

**Claim Payments and Denials**

**Initial Determination:** VSP will pay or deny claims within thirty (30) calendar days of receipt. In the event that a claim cannot be resolved within the time indicated VSP may, if necessary, extend the time for decision by no more than fifteen (15) calendar days.

**Claim Denial Appeals:** If a claim is denied in whole or in part, under the terms of the Policy, the covered person or the covered person’s authorized representative may submit a request for a full review of the denial. The covered person may designate any person, including their provider, as their authorized representative. References in this section to “covered person” include the covered person’s authorized representative, where applicable.

**Initial Appeal:** The request for review must be made within one hundred eighty (180) calendar days following denial of a claim and should contain sufficient information to identify the claim and the covered person affected by the denial. The covered person may review, during normal working hours, any documents held by VSP pertinent to the denial. The covered person may also submit written comments or supporting documentation concerning the claim to assist in VSP’s review. VSP’s response to the initial appeal, including specific reasons for the decision, shall be provided and communicated to the covered person within thirty (30) calendar days after receipt of a request for an appeal from the covered person.

**Second Level Appeal:** If the covered person disagrees with the response to the initial appeal of the denied claim, the covered person has the right to a second level appeal. Within sixty (60) calendar days after receipt of VSP’s response to the initial appeal, the covered person may submit a second appeal to VSP along with any pertinent documentation. VSP shall communicate its final determination to the covered person in compliance with all applicable state and federal laws and regulations and shall include the specific reasons for the determination.

**Other Remedies:** When the covered person has completed the appeals stated herein, additional voluntary alternative dispute resolution options may be available, including mediation or arbitration. The covered person may contact the U.S. Department of Labor or the State insurance regulatory agency for details. Additionally, under the provisions of ERISA (Section 502(a) (1) (B) [29 U.S.C. 1132(a) (1) (B)], the covered person has the right to bring a civil action when all available levels of reviews, including the appeal process, have been completed, the claims were not approved in whole or in part, and the covered person disagrees with the outcome.

**Time of Action:** No action in law or in equity shall be brought to recover on the Policy prior to the covered person exhausting his/her grievance rights under the Policy and/or prior to the expiration of sixty (60) days after the claim and any applicable documentation have been filed with VSP. No such action shall be brought after the expiration of any applicable statute of limitations, in accordance with the terms of the Policy.
The first two paragraphs of the Who is Covered and When is modified to read as follows:

Who is Covered and When
Regular full-time, extended part-time, and part-time employees are eligible to participate in the Plan. In addition, adjunct employees are eligible to participate in terms in which they work. If you elect coverage, it can begin on the first day of the month on or after your date of employment. You need to enroll, however, and authorize the payroll deductions to pay your share of the cost before coverage can begin. If your pay is too small to take payroll contributions, you will be billed for the coverage. If you are not at work on the day coverage is supposed to start, coverage will become effective on the day you return to active employment.

You also may obtain coverage for your spouse or domestic partner and/or eligible children by enrolling in two person or family coverage and authorizing payroll deductions (or billing if your pay is too small) to pay your share of the cost. You may not cover your spouse/domestic partner as a dependent if your spouse is enrolled for coverage as an employee. No child can be covered as both an employee and a dependent.

The first paragraph of the Who Pays For This Protection is modified to read as follows:

Who Pays For This Protection
This is a voluntary plan, with the employee paying the full premium by pre-tax payroll deduction (or after-tax monthly billing if your pay is too small). Your cost will be based on whether you choose individual, two person or family coverage.

In the When Coverage Ends section, a new second bullet is added as follows and the 4th to last bullet is modified as follows:

- You are an adjunct employee and you are not working;
- You no longer meet the Plan's eligibility requirements; this includes transfer to an employment category that is not eligible for coverage under the Plan;

In the What is COBRA Continuation Coverage section on page 8, the first bullet of the second paragraph is modified to read as follows:

- You no longer meet the Plan's eligibility requirements; this includes transfer to an employment category that is not eligible for coverage under the Plan;

The COBRA contact information on page 11 is modified as follows:

Plan Contact Information for return of COBRA Election Forms and Premium Payments:
P&A Group
17 Court Street, Suite 500
Buffalo, NY 14202
Attn: RIT COBRA
SECTION V
BENEFLEX

All references to EBS-RMSCO are changed to Lifetime Benefits Solutions; all references to EBS are changed to LBS.

The annual limit for the Health Care Spending Account is changed from $2,500 to $2,550.

In the Website Functionality section, the web address is changed to www.lifetimebenefitsolutions.com.

The COBRA contact information is modified as follows:

Plan Contact Information for return of COBRA Election Forms and Premium Payments:

P&A Group
17 Court Street, Suite 500
Buffalo, NY 14202
Attn: RIT COBRA

SECTION VI
RETIREMENT SAVINGS PLAN

This summary is modified to include language regarding the Roth contribution feature that was added effective December 1, 2015.

The second paragraph of the Introduction is modified to read as follows:

This summary describes the Retirement Savings Plan, which helps employees provide for their future financial security by making pre-tax and/or Roth contributions from their compensation. In addition, eligible employees who make pre-tax and/or Roth contributions under the Plan receive matching contributions from the University.

The first two paragraphs of the Salary Reduction Contribution are modified to add language regarding Roth contributions as follows:

Salary Reduction Contributions
This Plan permits salary reduction contributions. Salary reduction contributions allow you to make contributions to the Plan from your compensation on a pre-tax basis or Roth basis. Pre-tax contributions are not taxed at the time they are contributed to the Plan, but rather are taxed, along with related earnings, at the time they are distributed from the Plan unless you roll them over to another qualified retirement plan or IRA (e.g., upon retirement or termination of employment). Social Security and Medicare taxes, however, apply to pre-tax contributions when they are contributed to the Plan. In contrast, Roth contributions are taxed at the time they are contributed to the Plan. However, as long as you meet certain criteria, your Roth contributions and related earnings will not be taxed at the time they are distributed from the Plan. You can also elect to make after-tax contributions to the Plan if permitted by the applicable Record Keeper.

Participation in the salary reduction portion of the Plan is wholly voluntary. If you wish to contribute, you must complete the enrollment procedures that are required to begin making contributions and designate whether such salary reductions will be pre-tax, Roth, or after-tax. However, in some cases you will be automatically enrolled in the Plan (see below); except that the automatic enrollment rules do not apply to adjunct faculty.
The paragraph after the bolded NOTE about the Internal Revenue Code is modified to read as follows:

If you cannot make additional pre-tax and/or Roth contributions because you have reached the IRS limit for making pre-tax/Roth contributions, your contribution required for matching contributions will be made on an after-tax basis for the remainder of the plan year.

In the Contribution Limits section on page 7, the following is modified to read as follows:

Limit on salary reduction and automatic enrollment contributions
Excluding certain “catch-up” contributions described below, your own pre-tax and Roth contributions to this Plan, and all other 403(b) plans, 401(k) plans, simplified employee pension or simple retirement plans, are limited to $18,000 per year (this is the limit for 2016; after 2016 this amount will be periodically adjusted by the IRS to reflect cost of living changes). Your rollover contributions to this Plan do not count towards this limit.

The following section on page 9 is modified to read as follows:

Rollover Contributions into the Plan
Subject to the rules of the Plan Administrator and the Record Keepers, the Plan will accept a direct rollover of an eligible rollover distribution from qualified plans (for example, a 401(k) or pension plan of another employer), other 403(b) plans, governmental 457(b) plans or the portion of an individual retirement account or annuity that is eligible to be rolled over. Rollovers of Roth contributions are permitted, but rollovers of other after-tax contributions are not permitted. In addition, the plan will accept eligible rollover distributions that were paid to you within the past 60 days by a qualified plan, another 403(b) plan, and a governmental 457(b) plan.

The following section on page 15 is modified in its entirety to read as follows:

Rollovers from the Plan

Your Pre-Tax Contributions
Payments that you receive from the Plan based upon your pre-tax contributions and accumulated earnings generally are subject to federal income tax at the time of payment. However, there is an exception for an “eligible rollover distribution” that is directly rolled over into another eligible retirement plan or an IRA (including a Roth IRA). A rollover can be accomplished in either of two ways: (1) you can take a distribution and deposit it in an IRA or another eligible retirement plan within 60 days after the distribution; or (2) you can request a direct rollover to an IRA or another eligible retirement plan. Unless you roll over your benefit to a Roth IRA, your rollover will not be taxed until you take it out of the IRA or other eligible Plan. Therefore, you will pay no tax on it in the current year and no income tax will be withheld from the payment.

If your rollover is to a Roth IRA, your distribution from the Plan will be subject to Federal income tax (and, where applicable, state income tax) in the year of the rollover distribution, but if you satisfy certain requirements, future distributions from the Roth IRA will not be subject to Federal income tax (and, where applicable, state income tax). You may only directly rollover your Roth account in the Plan to an eligible plan that accepts Roth contributions or a Roth IRA. If you request a direct rollover and you are married, you and your spouse must consent in writing to waive any available annuity payments.
Most payments that you receive from the Plan will be an eligible rollover distribution. However, the following are not considered an eligible rollover distribution: the portion of any payment that is required by law because you have attained age 70-1/2, part of substantially equal periodic payments paid over 10 or more years, a hardship distribution, a loan, or a return of excess contributions. The Plan Administrator will provide you with more information regarding rollovers when you terminate employment. The Plan must withhold 20% of any eligible rollover distribution for federal income taxes if you take a distribution and deposit it in an IRA or another eligible retirement plan within 60 days after the distribution. The plan does not withhold anything on a direct rollover. This means that if you take your distribution in cash and then wish to roll it over, you will need to use your own funds to cover the 20% that has been withheld (which will be reported to the IRS and credited against your tax liability). The exception is for qualified Roth distributions discussed below.

An additional tax equal to 10% of the taxable amount must also be paid if the payment is made before you attain age 59-1/2, you die, or you become totally disabled, and the funds are not rolled over into an IRA or other eligible retirement plan. A few limited exceptions apply to this rule. For example, if you terminate employment on or after age 55 and take a distribution from the Plan, the additional 10% tax is not triggered.

Your Roth Contributions
The tax rules that apply to your Roth contributions and accumulated earnings are different. Roth contributions are taxed when you contribute them to the Plan. Generally, earnings on your Roth contributions will grow tax free—as long as you keep the Roth contributions and related earnings in the Plan for at least five years and do not withdraw them before you reach age 59-1/2, die or become disabled. The five year period commences when you first make a Roth contribution to the Plan. With Roth contributions, you do not pay federal income taxes on the contributions or earnings upon withdrawal as long as you satisfy the holding and distribution requirements. However, withdrawals of earnings on Roth contributions not meeting these requirements are taxable on distribution.

The federal income tax aspects of payments from the Plan are complex and subject to change. Furthermore, applicable tax treatment under state and local law may differ. You or your beneficiary should consult your tax advisor regarding the financial impact of any payments that you receive from the Plan.

SECTION VIII
SICK/PERSOAL LEAVE, SALARY CONTINUATION AND SHORT-TERM DISABILITY

The Salary Continuation section is modified in its entirety to read as follows:

Salary Continuation for Exempt Staff and Faculty (Salaried)
Regular exempt staff and faculty should use salary continuation if they are not at work due to their own illness or a family member’s illness. Salary continuation is available when the absence is for five (5) consecutive business days or less and is paid at 100% of regular base pay.

The bulleted list in the Grandfathered Sick/Personal Leave Bank is modified to read as follows:

- Non-exempt employees could use the Grandfathered Sick/Personal Leave Bank as Sick/Personal Leave if they are absent after they use the current year’s Sick/Personal Leave.
- Non-exempt and exempt employees would be able to use the Grandfathered Sick/Personal Leave Bank to supplement the 80% short-term disability (STD) benefit if STD is longer than nine (9) weeks such that they would receive 100% of pay.
- A non-exempt or exempt employee on Workers Compensation for more than nine (9) weeks, may supplement the statutory Workers Compensation benefit by using the grandfathered Sick/Personal Leave Bank to receive 100% of pay.

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• Non-exempt and exempt employees may use the Grandfathered Sick/Personal Leave Bank when absent for their own serious health condition when approved under FMLA but not under STD.
• Non-exempt and exempt employees may use the Grandfathered Sick/Personal Leave Bank when taking care of a qualified family member with a serious health condition when approved under FMLA.

The following two sections are added just before the When Coverage Ends section:

Short-Term Disability Due to Birth of a Child
Short-term disability following the birth of a child is automatically 8 weeks. In addition, RIT offers New Parent Leave as described below.

RIT’s New Parent Leave
Regular full time, extended part time and part time employees are eligible for New Parent Leave following the birth or adoption of a baby. The leave is available within 12 months following the baby’s birth. New Parent Leave provides four weeks of paid leave for the primary caregiver and two weeks of paid leave for the secondary caregiver. For more details about the New Parent Leave policy, refer to the details on the HR website (www.rit.edu/humanresources) in the Human Resources Policies and Procedures section.

The following section is modified to read as follows:

Holiday Pay During Disability
If an employee is on STD on a University-designated holiday or early release closure date, the pay will be considered disability pay and not holiday pay. The unused holiday time and early release closure time is not available in the future.

SECTION X
EDUCATIONAL BENEFITS

The Tuition Waiver section is modified in its entirety as follows:

Tuition Waiver
RIT provides a Tuition Waiver benefit – courses taken at RIT – for eligible employees and eligible family members. Tuition Waiver for regular employees is automatic for credit courses – you do not need to complete an application; you simply register for the class. For eligible courses taken through the Academic Support Center or the English Language Center, complete and submit to Human Resources the Tuition Waiver Form (available on the HR website http://www.rit.edu/fa/humanresources/) on the forms page or in the HR Department) for each course taken.

Tuition Waiver for eligible family members is automatic for credit courses after you complete and submit on an annual basis (academic year) the online process through Employee Self-Service. For eligible courses taken through the Academic Support Center or the English Language Center, complete and submit to Human Resources the Tuition Waiver Form (available on the HR website http://www.rit.edu/fa/humanresources/) on the forms page or in the HR Department) for each course taken.

Please be aware that RIT employees and family members who take classes using Tuition Waiver are considered students under the NYS Public Health Law 2165/2167. Therefore, employees and family members must comply with established NYS and RIT immunization requirements; refer to the Student Health Center website for more detailed information: www.rit.edu/studentaffairs/studenthealth/.

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If a Tuition Waiver is applied to the student account in error, the Waiver will be reversed and the student will owe the full billed amount to the RIT Student Financial Services Office.

A late request submitted by an employee who is eligible for Tuition Waiver as detailed in this summary for the employee and/or eligible family member will be accepted only in the following circumstances:

- The Tuition Waiver request is for a semester in the current academic year AND the current calendar year; or
- The Tuition Waiver request is for a semester in the current academic year but for the prior calendar year (i.e., fall semester) AND the Tuition Waiver is non-taxable.

**Employees**

Regular employees are immediately eligible for a 100 percent tuition waiver, unless noted in the *Exclusions* section below, for undergraduate and most graduate level credit-bearing courses as well as classes you take through RIT’s Academic Support Center and English Language Center. If you have questions about whether a particular course is eligible for Tuition Waiver, please contact the Human Resources Department. The benefit is provided as follows:

- Full-time employees: up to 12 credit hours per term
- Extended part-time employees: 9 credit hours per term
- Part-time employees: 6 credit hours per term

**Family Members**

RIT also provides Tuition Waiver, unless noted in the *Exclusions* section below, for credit-bearing courses as well as classes through RIT’s Academic Support Center and English Language Center for eligible family members, based on your years of service and employment category. Eligible family members include your spouse or domestic partner and eligible children. An eligible child is one who is:

- Under age 30 and the natural or adopted child of the employee, the employee’s spouse, or the employee’s domestic partner.

- Any other child who is under age 30, and
  - for whom the employee is the legal guardian or custodian, and
  - has been the legal guardian or custodian for at least three years prior to the date on which the child begins using the educational benefit, and
  - who resides in the employee’s home, and
  - who is claimed as a tax dependent on the employee’s federal income tax return.

If a child has matriculated in a program and has started taking classes in the program of study before the age of 30, he/she would be eligible for Tuition Waiver to complete that same degree program started (not a different program) through the academic term in which the child attains age of 35. There will be no Tuition Waiver available beyond age 35 for a child.

Beginning with the 2013 Summer quarter, a lifetime maximum of 145 credit hours of undergraduate Tuition Waiver benefits will apply for each eligible family member who attends RIT. The Tuition Waiver benefit is generally for enrollment in a degree-seeking program. However, we understand individuals may be interested in single courses from time to time. Therefore, within the 145 credit hours, students may use up to 30 credit hours for non-degree seeking (non-matriculated) course work; this 30 credit hours includes credit hours for courses that the family member audits as well as credit hours earned under the Project Lead the Way program. In addition, the credit hours for a class that an eligible family member withdraws from or fails will count toward the lifetime maximum. These credit hour maximums apply to each eligible family member who receives a Tuition Waiver benefit, including family members of current employees, retirees, Long Term Disability (LTD) recipients, and future employees.
If a family member was enrolled in a degree-seeking undergraduate program (i.e., matriculated) prior to the Summer quarter in 2013, the credit hour maximums do not apply.

Proof of Eligibility for Family Members
RIT has a family member verification (FMV) process to ensure that only those people who are eligible for benefits are covered and that the proper tax status is applied. It is important that RIT and employees are spending money as intended and that required taxes are paid.

Eligibility - The process is a simple one; copies of the eligibility verification documents only need to be provided once for an individual regardless of future benefit plan enrollments (e.g., if you cover your spouse only under dental and later add your spouse to your medical coverage, you will not need to provide another copy of the verification document). Generally, the approved documents are a marriage certificate for a spouse and a birth certificate for a child; refer to the benefits page of the HR website (www.rit.edu/benefits) for more details on accepted documents.

Tax Status for Child - If the Tuition Waiver is for undergraduate study and you indicate that you claim your child as a tax dependent, we will need a photocopy of the top portion of your most recent tax return showing the child's name. We do not need the income section so you can block out that information or provide only the top half. You can also block out the Social Security Numbers. We will need this document each year. We also update the HR system that we have received this document so you only need to submit once per calendar year. We do not need the tax dependent verification for a spouse.

Tuition Waiver Benefit for Eligible Family Members - Any student enrolled in an undergraduate program or who takes an undergraduate course after the 2013 Spring quarter, will be subject to the lifetime maximum 145 credit hours and 30 credit hours described above. If you have questions about whether a particular course is eligible for Tuition Waiver, please contact the Human Resources Department. The amount of the Waiver for eligible family members increases with length of employment as follows:

If you are a regular full-time employee, your eligible family members would receive a
- 50 percent waiver after six months of service;
- 100 percent waiver after five years of service.

If you are a regular extended part-time employee, your eligible family members would receive a
- 50 percent waiver after six months of service;
- 75 percent waiver after five years of service.

If you are a regular part-time employee, your eligible family members would receive a
- 50 percent waiver after six months of service;

Course of Study – The course of study eligibility is based on your date of hire, as follow:

- If your date of hire is prior to January 1, 2006, Tuition Waiver for your eligible family members is provided for most RIT undergraduate programs, provided the student is matriculated in a program, unless noted in the Exclusions section below. In addition, Tuition Waiver for your eligible family members is provided for most RIT graduate programs, unless noted in the Exclusions section below.

- If your date of hire is on or after January 1, 2006, Tuition Waiver for your eligible family members is provided for most RIT undergraduate programs (there is no Tuition Waiver for graduate programs), provided the student is matriculated in a program, unless noted in the Exclusions section below.
Financial Aid - If the student (you, your spouse/partner or child) is eligible for tuition assistance from other sources, including New York State TAP or another employer, he/she must apply for that benefit (similar to how coordination of medical coverage works). New York State TAP or other external financial assistance will be applied to reduce the total tuition bill before the tuition waiver is applied. In the case of RIT scholarships or grants, the Tuition Waiver is applied first, before any other RIT scholarships or grants. Students who qualify for a 100% tuition waiver are not eligible for additional RIT scholarships or grants. If the student qualifies for less than a 100% tuition waiver, the partial tuition waiver will be treated as a resource for financial aid purposes and will replace any need-based grant. In no case will the combination of an RIT Tuition Waiver and RIT scholarships or grant be greater than the full amount of tuition each year.

Exclusions
There are a few exclusions where Tuition Waiver does not apply or where it is modified:

- Executive MBA program – no Tuition Waiver
- PhD courses - no Tuition Waiver for family members and a 50% Tuition Waiver for employees, if the employee is matriculated in the PhD program and if the course taken is job-related (as defined by the IRS)
- Study abroad programs – no Tuition Waiver; payment for study abroad is described below (for more information about study abroad, contact RIT's Study Abroad Office)
  - RIT Programs (e.g., RIT’s partner universities in Croatia, Dubai, and Kosovo) including those which are Faculty-Led: The student will be billed at the published regular full-time tuition rate of the partner university.
  - Affiliate Programs (e.g., SU Abroad and Arcadia): The student will be billed at the published rate of the affiliate university.
  - Faculty-Led Programs with a non-RIT Host University (e.g., the Italian Study Abroad program to Genova, Italy): The student will be billed the regular RIT tuition rate, less a standard dependent discount which will be set annually by the RIT budget office. Currently, the standard discount is 30%.

Taxability of Tuition Waiver
Tuition benefits may be taxable as outlined below. Generally, all Waivers for graduate courses that you and your eligible family members take are taxable. In addition, if the student is matriculated in a graduate program and takes an undergraduate course as a requirement of the graduate program, the undergraduate course would be taxable as well.

Because of a federal law that provides to employees (not family members) $5,250 per calendar year in graduate educational assistance on a tax-free basis, RIT also has an educational assistance program. Under this program, an employee may receive up to $5,250 in graduate Tuition Waiver tax-free in a calendar year. In addition, if an employee takes a graduate course that is considered job-related under IRS rules (the course maintains or improves the employee's current job skills), the Waiver would not be taxable. Since there is no dollar limit for the tax-waiver for job-related courses, employees should consider using the job-related rule, when applicable, to receive the maximum favorable tax treatment.

Employees who take a graduate course must complete the My Graduate Course Tax Waiver Request online through RIT Employee Self-Service, even if the course is not job-related. This process must be completed for each graduate course no later than the Drop/Add date. If you do not complete this process, neither you nor your
family members will be able to register for future terms and there will be no future Tuition Waivers until you complete this process.

**Tax Amount** – If the benefit is taxable, you will receive a bill from the Controller’s Office for the tax amount due. The tax amount includes federal, FICA, and state taxes, and is approximately 40% (can vary based on changes in the tax tables). Your W-2 income will be increased by the amount of the waiver and your taxes paid in for the period (i.e., withheld from your pay) will be increased accordingly. For example, if your eligible family member who is not your tax dependent receives $1,000 in Tuition Waiver, you would pay to RIT approximately $400 in taxes (which RIT forwards to the government on your behalf) and your W-2 taxable income would be increased by $1,000.

If you do not pay the required taxes, neither you nor your family members will be able to register for future terms and you and your eligible family members will not be eligible for future Tuition Waivers until you pay the taxes owed.

Below is a summary of the taxability rules:

**Courses Employees Take:**

- **Undergraduate** – generally not taxable, but there is an exception. If you are matriculated in a graduate program and take an undergraduate course as a requirement for the graduate program, the course would be taxable (see information in the Graduate section below about tax relief in this case).

- **Graduate** – taxable, unless the course is considered job-related or you have not reached the IRS limit for tax-free Tuition Waiver (currently $5,250) under RIT’s Educational Assistance Program. The IRS defines a job-related course as that needed to maintain or improve an employee’s current job skills. A course is not job-related if it serves to meet the minimum requirements of a job or is part of a program of study qualifying an individual for a new profession. If you take a graduate course, you need to complete online process in Employee Self-Service. If you state that the course is job-related, the online request will automatically route to your supervisor for approval. If the course is not job-related, simply complete that section. You should complete this process no later than the last date to Drop/Add Courses for each graduate course you take.

**Courses Your Spouse/Tax-Dependent Domestic Partner and/or Tax Dependent Child Takes** (a tax-dependent child is one who is claimed as a dependent on your tax return OR your ex-spouse’s (the child’s other parent) tax return)

- **Undergraduate** – generally not taxable, but there is an exception. If the student is matriculated in a graduate program and takes an undergraduate course as a requirement of the graduate program, the course would be taxable and there is no way to waive these taxes.

- **Graduate** – taxable

**Courses Your Non-Tax Dependent Domestic Partner and/or NON-Tax Dependent Child Takes** (child is not claimed as a dependent on your tax return OR your ex-spouse’s - the child’s other parent – tax return)

- **Undergraduate** – taxable

- **Graduate** – taxable
When Tuition Waiver Ends
If you are eligible for the Tuition Waiver benefit, the benefit for you and your eligible family members will end the last day of the term in which

- Your employment ends, except as described below for termination by retirement, death, approval for RIT long term disability or under RIT’s Severance Plan;
  - If your employment ends and you are eligible for benefits under the RIT Severance Plan, Tuition Waiver benefits would continue under the terms specified in the Severance Plan.
- you no longer meet the Plan’s eligibility requirements.
- RIT discontinues the Plan.

In addition to the reasons stated above, if you are eligible for the Tuition Waiver benefit,

- the benefit for your spouse/partner will end the last day of the term in which you are divorced/terminate your domestic partnership.
- the benefit for your child will end the last day of the term in which your child no longer meets the eligibility requirements (refer to the Family Member section earlier in this summary).

Tuition Waiver if Employee Retires from RIT
Tuition Waiver benefits continue for an RIT retiree and eligible family members as outlined in this summary. All Tuition Waiver rules and exclusions that were applicable during employment continue for any Tuition Waivers applied while the employee is an RIT retiree. In addition, any changes made to the Tuition Waiver benefit after retirement would apply to retirees and their eligible family members.

Tuition Waiver if Employee Approved for RIT Long Term Disability (LTD)
Tuition Waiver benefits continue for a former employee on LTD and eligible family members as outlined in this summary only if the employee has met the eligibility requirements for Tuition Waiver at the time the employee is approved for LTD. All Tuition Waiver rules and exclusions that were applicable during employment continue for any Tuition Waivers applied while the employee is on LTD. In addition, any changes made to the Tuition Waiver benefit after LTD begins would apply to those on LTD and their eligible family members.

Tuition Waiver Upon Death
Employee: Tuition Waiver continues for eligible family members as outlined below provided the employee met the eligibility requirements for Tuition Waiver prior to the date of death.

LTD Recipient: Tuition Waiver continues for eligible family members as outlined below provided the LTD recipient met the eligibility requirements for Tuition Waiver at the time the employee was approved for LTD.

Retiree: Tuition Waiver continues for eligible family members as outlined below.

Tuition Waiver continues for the surviving spouse/partner provided the spouse/partner does not remarry/enter a new domestic partnership. Tuition Waiver continues for eligible children as outlined in this summary. All Tuition Waiver rules and exclusions that were applicable during employment continue for any Tuition Waivers applied after the employee dies. In addition, any changes made to the Tuition Waiver benefit after the employee’s death would apply to surviving eligible family members.
SECTION XI
TIME OFF BENEFITS

The first paragraph in the Vacation section on page 3 is modified as follows:

Vacation
Regular full-time, extended part-time, and part-time staff employees and 12-month faculty are eligible for paid vacation. This summary does not apply to faculty members with contracts that are for less than 12 months; they observe the break schedule established for the academic year.

On page 3, note #1 is modified to read as follows:
(1) Faculty members on contracts of less than 12 months follow Policy E4.0, Faculty Employment Policies.

On page 3, the first paragraph after the chart is amended to read as follows:
The monthly vacation accrual increases according to the Vacation Eligibility Chart above as explained below.

On page 4, the Vacation Increase During the Fiscal Year is modified to read as follows:

Vacation Increase During the Fiscal Year - The monthly vacation accrual increases according to the Vacation Eligibility Chart. The monthly accrual will increase in the month of the anniversary date of their date of hire (or adjusted date of hire, if a rehire) if the employee is employed for 15 or more days in the anniversary month; otherwise, the monthly accrual will increase the month following the anniversary month. For example, if the anniversary date is October 10, the vacation accrual increases in October; if the anniversary date is October 25 the vacation accrual increases in November.

On page 7, the following sentence is added at the end of the Holiday/Vacation Policy

See the section titled Early Release Closure Dates in the Holiday section of this summary for details on using vacation on an Early Release Closure Date.

On page 7, the following section is added to the Holidays information.

Early Release Closure Dates
There are two dates each calendar year that are just before a University-designated holiday that are set as “early release closure dates.” On those dates, the university will officially close at 2:00 p.m. The dates are set in conjunction with the approval of the holiday schedule. One of these dates will be set as the day before Thanksgiving; the other day will be the day before the first University-designated holiday in December.

Non-Exempt Employees
Essential non-exempt employees who must work during the official early close period will be provided with the equivalent amount of time off as “approved with pay” within 30 days of the early closure date, with supervisor/manager approval. Those employees whose schedules will not allow for an early release on the official date (e.g., the day is not a scheduled work day, the employee works the B or C shift), would be provided with 3 hours of time off as “approved with pay” within 30 days of the early closure date, with supervisor/manager approval.
If a non-exempt employee wants additional time off on the early release day, he/she must use Vacation and/or Sick/Personal Leave, with supervisor/manager approval. For a non-exempt employee, the early release time would be “approved with pay” for the time the employee would have worked after 2:00 p.m. If the employee’s regular shift ends before 5:00 p.m. (which results in less than the standard three hours of approved with pay time), the employee would be eligible to use the difference in approved with pay at another time, with supervisor/manager approval within 30 days of the early closure date.

**Exempt Employees**

Essential exempt employees who must work during the official early close period will be provided with the equivalent amount of time off within 30 days of the early closure date, with supervisor/manager approval. Those employees whose schedules will not allow for an early release on the official date (e.g., the day is not a scheduled work day, the employee works the B or C shift), would be provided with 3 hours of time off within 30 days of the early closure date, with supervisor/manager approval.

If an exempt employee requests a full vacation day on the early release closure date, he/she would be provided with 3 hours of time off within 30 days of the early closure date, with supervisor/manager approval.

**The following sections are modified in their entirety:**

**Holiday Pay During Short-Term Disability, FMLA, Workers Compensation and Other Leaves**

Employees on short-term disability, FMLA, Workers’ Compensation, or any type of leave of absence are not eligible for holiday pay during the leave. In addition, the employee would not be eligible for the early release time as described above. The unused holiday time and early release time before a holiday is not available in the future.

**Holiday on an Employee’s Non-Work Day**

If an RIT-observed holiday falls on a day that is not a regularly scheduled day for a regular full-time, extended part-time or part-time employee, the employee will not receive holiday pay for that day. The employee would be eligible for the early release time before a holiday as described above.

**The following section is added after the Holiday section:**

**RIT's New Parent Leave and Federal and New York State Leaves**

Regular full time, extended part time and part time employees are eligible for New Parent Leave following the birth or adoption of a baby. The leave is available within 12 months following the baby's birth. New Parent Leave provides four weeks of paid leave for the primary caregiver and two weeks of paid leave for the secondary caregiver. For more details about the New Parent Leave policy, refer to the details on the HR website ([www.rit.edu/humanresources](http://www.rit.edu/humanresources)) in the Human Resources Policies and Procedures section.

The Federal Family and Medical Leave Act (FMLA) provides job protection to eligible employees who are absent from work due to specified family, family military and medical reasons defined in the law. FMLA provides up to 12 work weeks of unpaid leave during a 12 month period. If an employee qualifies for paid leave for the absence (e.g., sick leave, short-term disability, workers compensation, RIT's New Parent Leave), the paid leave and unpaid leave will run concurrently. In addition to FMLA, New York State has a number of state leave laws. For details on FMLA and New York State leave laws, refer to the summary found in the Statutory Programs section of the benefits website ([www.rit.edu/benefits](http://www.rit.edu/benefits)).
SECTION XII
EMPLOYEE ASSISTANCE PROGRAM (EAP)

The COBRA contact information is modified as follows:

Plan Contact Information for return of COBRA Election Forms and Premium Payments:
   P&A Group
   17 Court Street, Suite 500
   Buffalo, NY 14202
   Attn: RIT COBRA

SECTION XV
SEVERANCE PLAN

This summary is renumbered to Section XV (from XIV) and is edited as follows.

The Key Features section is modified to read as follows:

Key Features of the Rochester Institute of Technology Severance Plan

| Types of Terminations Covered |
| Benefits paid in the event of the following conditions: |
| • Elimination of position/business reasons (workforce reduction, program discontinuation, reorganization or consolidation, or business economics) |
| • Obsolete skills |

| Benefits Payable |
| • Up to six months of annualized base pay, based upon length of service |
| • Outplacement Services |
| • Retraining Allowance (payment would be taxable) |

| Specific Coverage Continuation |
| • Medical, vision, and dental coverage at the regular employee contribution amount during the severance pay period, concurrent with the COBRA period |
| • Tuition Waiver for certain duration after severance pay period, if eligible for the benefit at the time of termination (benefit would be taxable) |
| • Tuition Exchange certification of eligibility continues for certain duration, if eligible for the benefit at the time of termination. Benefit is subject to approval of importing college/university and subject to RIT’s continued favorable exchange status with The Tuition Exchange, Inc. (benefit would be taxable). |
Who is Covered and When
Regular full-time, extended part-time and part-time staff are covered, with the exceptions noted below. Eligible employees are covered by the Severance Plan effective on their date of hire.

Faculty terminations, including tenured, tenure-track, non-tenure track, and adjunct faculty are not covered by this plan; rather, they are addressed in the RIT Governance Policy Library. In addition, staff terminations involving individuals hired with specified limited terms of employment as defined in the offer of employment, such as employees hired on grants and contracts, are not eligible for or covered by the Severance Plan, with the following exception.

If you are involuntarily transferred to a grant-funded position that is considered comparable (defined in the next section) and are later involuntarily terminated for a reason that is covered under the Severance Plan, you would be eligible for Severance Plan benefits based on your years of service and pay as of the last day of work in the position immediately prior to the transfer to the grant-funded position.

Severance Benefit Eligibility
You will be eligible for severance benefits in the event RIT terminates your employment for one of the following reasons:

• position elimination/business reasons including business economics, a reduction-in-force, program discontinuation, reorganization or consolidation;
• obsolete skills.

You will not be eligible for severance benefits, if any of the following occurs prior to the date actually set for your severance by RIT:
1. you fail to continue in the employ of RIT, satisfactorily performing your assigned duties and essential functions of your job;
2. your employment is terminated for cause;
3. you voluntarily retire or resign;
4. you die or are approved for permanent or temporary disability (occupational or not);
5. you decline a transfer to comparable employment with RIT; for purposes of this Plan, comparable employment means a regular faculty or staff position for which pay is within 10% of your current annualized base pay;
6. your position with RIT is eliminated due to a divestiture and you are offered comparable employment (as defined in 5 above) or accept employment whether comparable or non-comparable, with the acquiring organization; for this purpose, a “divestiture” means a sale or other disposition by RIT or a subsidiary of RIT of a division, business, function, facility or unit or other group of assets; or
7. you are receiving greater benefits under any other separation allowance plan sponsored or offered by RIT.

If you die while receiving severance pay, any unpaid balance will be paid in a lump sum to your estate.
In the Severance Payments section, the first paragraph is modified to read as follows and second paragraph is added as follows:

Payments from the Severance Plan are made with the same frequency as your wages are paid during active employment. Applicable federal, state and local income taxes and Social Security and Medicare taxes are withheld from Severance Plan payments.

No lump sum payments will be made to you; however, in the event of your death while receiving severance pay, any unpaid balance will be paid in a lump sum to your estate.

The following section is modified in its entirety to read as follows:

**Health Care Benefits (Medical, Dental, Vision and Employee Assistance Program)**

If you are not eligible to retire from RIT on your termination date, coverage continues until the end of the month in which your employment is terminated (your last day of work). You may continue the same coverage under the Federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) for up to eighteen (18) months. RIT’s COBRA administrator will send you information about your COBRA continuation options. In order to continue coverage, you must elect the COBRA continuation option.

Usually, the COBRA cost for coverage is the full cost plus a 2% administrative charge as allowed under current law. During the Severance Plan payment period, however, the COBRA cost will be subsidized. You will pay the employee contribution amount during the Severance Plan payment period; payments will be made on an after-tax basis to RIT’s COBRA administrator; after your Severance Plan payments end, the COBRA cost will be the full cost plus a 2% administrative charge as allowed under current law, for the remainder of the 18 month COBRA period. The rates can change during the COBRA period.

If you are eligible to retire on your termination date, eligibility for medical and vision coverage) will continue as a retiree. You can enroll in the retiree dental plan immediately, or you can continue the employee dental coverage under COBRA and then enroll in the retiree dental at the end of the COBRA period. EAP coverage does not continue into retirement; you can continue EAP coverage under COBRA as explained above.

If you are in the Benchmark Plan Group for medical coverage cost sharing, your contributions will be determined as if you retired on the date your employment terminated. However, if you are under age 55 on your termination date, your medical plan contributions will be the same as if you were age 55; this “as if you were age 55” contribution continues until you attain age 55. This exception only applies if you receive Severance Plan payments upon termination of employment.

If you are in the Retiree Medical Account (RMA) Group for cost sharing for medical coverage, your RMA amount will be determined as of the date your employment terminated.

You will find more details on the medical coverage cost sharing in the Medical Care and Prescription Drug Plan Summary. Any changes made to the retiree medical benefits after your termination of employment will apply to you as it would any other retiree who did not leave employment under the Severance Plan.
The Special Benefits section is modified in its entirety to read as follows:

**Special Benefits**

**Outplacement Services**
Employees receiving benefits from the Severance Plan who had at least one year of service at the time of termination are eligible for Outplacement Services. The purpose of Outplacement Services is to provide counseling and assistance in developing job search skills.

This benefit is allowed up to one year from the date of employment termination and requires pre-approval from RIT Human Resources. The individual should contact their HR Services manager to obtain the contact information for an HR-approved organization that provides outplacement services.

**Retraining Allowance**
Employees receiving benefits under the Severance Plan who had at least one year of service at the time of termination are eligible for a Retraining Allowance. The purpose of the Retraining Allowance is to provide financial assistance for those former employees who undertake courses of study to develop skills needed for a new career. The retraining allowance is payable to eligible individuals terminated under this Plan for the cost of tuition/registration fees. It does not cover books, supplies, tools or equipment required for the course, or other fees associated with the course.

The individual should contact their HR Services Manager (HRSM) to obtain an Application for the Retraining Allowance. After receipt, the HRSM will send a letter to the individual indicating whether or not the course of study is eligible for reimbursement under the Retraining Allowance. If the course of study is approved, the individual will be required to submit proof of payment, in a manner and form acceptable to RIT on or before the completion of the course of study.

RIT will reimburse former employees with at least one year of service up to $1,000 at any organization offering skills enhancement/training. This benefit is allowed up to one year from the date of employment termination and requires notification and approval of Human Resources prior to registration.

It is important for you to understand that any retraining allowance reimbursement is considered taxable to you. This means that you will owe Federal and State taxes on this taxable amount. Therefore, you may want to consider estimated tax payments. RIT will provide the necessary tax reporting information each January for the prior calendar year for any taxable amounts.

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**SECTION XIV**

**IDENTITY THEFT PROTECTION**

This new summary is added as Section XIV and subsequent sections are renumbered as indicated in this Summary of Material Modifications.

**Identity Theft Protection**

RIT reserves the right to modify or terminate all or any portion of the employee benefits package at any time with or without notice. Such changes automatically will apply to you and your employment relationship with RIT. Participation in these plans is provided to eligible employees and does not constitute a guarantee of employment, and requires continued employment and eligibility.
Introduction
RIT’s Identity Theft Protection benefit provides comprehensive coverage to help employees protect themselves from the damages associated with identity theft. This benefit is provided by IdentityForce. IdentityForce is a leading provider of proactive identity, privacy, and credit protection for individuals, businesses, and government agencies and has had an A+ rating from the Better Business Bureau for many years. For more than 35 years, they have consistently delivered highly rated personal security solutions.

Most of us are careful to insure our homes, cars, and businesses against unexpected disaster. However, the way we live today requires additional vigilance over our personal information. On-line and off, it’s critical to have the best protection for your personal identity, privacy, and credit.

According to IdentityForce, identity theft statistics are astounding: approximately 15 million U.S. residents have their identities stolen each year with financial losses totaling upwards of $50 billion. This means that approximately 1 out of every 4 adults have their identities stolen, resulting in losses of about $3,500 in each instance. The damage can be devastating and the fall-out hard to contain. Some of the ways your personal information can be obtained may surprise you. Everyday transactions such as credit card purchases or using an ATM are opportunities for theft. Even your mail, unsolicited phone calls, or writing your social security number on a check can leave you vulnerable.

General Information

Who is Covered and When
Regular full-time and extended part-time employees are eligible to participate in the Plan. If you elect coverage, it can begin on the first day of the month on or after your date of employment. You need to enroll, however, and authorize the payroll deductions to pay your share of the cost before coverage can begin.

You also may obtain coverage for your spouse or domestic partner and/or eligible children and authorizing payroll deductions to pay your share of the cost. You may not cover your spouse/domestic partner as a dependent if your spouse is enrolled for coverage as an employee.

Please refer to the separate summary on providing benefits for your Domestic Partner.

The eligibility rules for children are as follows:

- The natural or adopted child of the employee or the employee’s spouse who is under age 26.
- The natural or adopted child of the employee’s domestic partner who is under age 26
- The foster child (under age 18) of the employee, defined as an individual who is placed with the employee by an authorized placement agency or by judgment decree, or other court order.
- Any other child who is under age 26, and
  - for whom the employee is the legal guardian or custodian, and
  - who resides in the employee’s home, and
  - who is claimed as a tax dependent on the employee’s federal income tax return.

A spouse/partner who is divorced from you is not eligible for coverage under the Plan. If you have an eligible dependent who is also an RIT employee, he or she may be covered either as an employee or as a dependent, but not both.

You Need to Enroll
Identity Theft Protection coverage is not automatic; you need to complete an enrollment form for coverage to take effect. On the form you indicate your election of coverage as well as what family members you would like to cover.
It is important for you to return the completed enrollment form within 31 days after you first become eligible for coverage. If you wait beyond 31 days to enroll, you will not have another opportunity to enroll until the Plan’s next open enrollment.

**Proof of Eligibility for Family Members**

RIT has a family member verification (FMV) process to ensure that only those people who are eligible for benefits are covered and that the proper tax status is applied. It is important that RIT and employees are spending money as intended and that required taxes are paid.

The process is a simple one; copies of the eligibility verification documents only need to be provided **once** for an individual regardless of future benefit plan enrollments (e.g., if you cover your spouse only under dental and later add your spouse to your medical coverage, you will not need to provide another copy of the verification document).

Generally, the approved documents are a marriage certificate for a spouse and a birth certificate for a child; refer to the benefits page of the HR website for more details on accepted documents. Copies of verification documents should be provided as follows:

- **New hires:** a new employee must provide the eligibility verification documents before family members can be added to the various benefits coverage.
- **Mid-Year Changes:** generally, the employee must provide the eligibility verification documents before family members can be added to the various benefits coverage. In the case where the document is not available (e.g., birth certificate for a new baby), the family member will be added to the coverage but the employee must provide the required proof within 30 days, otherwise, coverage will be cancelled for the family member.
- **Open Enrollment Changes:** the employee must provide eligibility verification documents by the end of the open enrollment period for any family members added to the coverage. If the documentation is not provided, the open enrollment change will not be processed and the family member will not be added to the coverage effective January 1.

**Open Enrollment**

You have the opportunity once each year – effective as of January 1 - to make a change in your Identity Theft Protection election. You can enroll in or cancel coverage or change your coverage (i.e., cancel coverage for your spouse). If you do **not** make a change during an open enrollment period, you will have to wait until the next open enrollment period to make a change unless you experience a qualified change in status that permits changes in your election, as described in the next section.

**Election Changes During the Plan Year**

In general, once you have enrolled in the Plan, you cannot change your elections or withdraw from the Plan until the beginning of the next plan year. However, you may be able to make mid-year election changes if you meet certain criteria, as explained below. Your requested election change must be consistent with the reason for the change. For example, it would be consistent for an employee with individual coverage who gets married to change the coverage to add the new spouse. Changes must be made within 31 days of the event that gives you the right to make a new election. Human Resources will require you to submit certain documentation related to your reason for making a mid-year election change. New elections will become effective on the qualifying event date.

Your benefit elections may be changed – consistent with the event - to reflect the following events:

1. **Qualified Change in Status**
   The following events constitute a qualified change in status:
   - a change in legal marital status: for example, a marriage or divorce
• a change in the number of dependents: for example, the birth of a child, an adoption, a death, and so on
• a change in a dependent’s eligibility: for example, a child reaches the maximum age under a medical plan

2. Change in Employment Status
The following events constitute a change in employment status where they affect you or your spouse or child:
• termination of employment
• commencement of employment
• commencement or return from an unpaid leave of absence
• change in employment classification that makes the person either eligible or ineligible to participate in a plan (for example, a change from full-time to part-time status, or the reverse, if such a change affects one’s eligibility to participate in a plan).

Who Pays For This Protection
This is a voluntary plan, with the employee paying the full premium by after-tax payroll deduction. Your cost will be based on the level of coverage you choose.

Contribution rates for the coverage are provided annually by the Human Resources Department. These rates are subject to change. You will be notified in the event of any change in rates.

Since RIT is offering this program as a voluntary employee benefit, there is a group discount off the amount you would pay if you purchased the coverage directly from them. In addition, you have the advantage of payroll deduction with RIT. The program RIT offers is called UltraSecure. If you elect to cover yourself and one other person age 18 and older, you will be eligible for the free ChildWatch protection for all your children under age 18. If you are not covering anyone else age 18 and older, you can still have the ChildWatch protection but there will be a cost to you.

What the Identity Theft Protection Benefit Covers
The coverage from IdentityForce is very comprehensive. There are three main categories: Prevention, Detection, and Restoration. The following is a summary of the many services.

Prevention

Fraud Monitoring
Consumers are notified within seconds when their identity is being used to apply for a new credit card, wireless, retail, utility, check reorder, mortgage loan and auto loan applications. Gives consumers the power to stop fraud attempts rather than having to react after the damage is already done.

Online Protection Tools
Anti-phishing and anti-keylogging software protect you while shopping, banking and sharing online. Proactively prevents malware from stealing sensitive data such as username, password, credit card number, bank account details or other sensitive data that you type on your keyboard. Protects every keystroke as you enter it, and detects dangerous fake sites to prevent phishing attacks.

Identity Threat Alerts
Get alerts when your personal information is at increased risk due to data breaches.

Fraud Alert Reminders
Help place fraud alerts on your credit file if your identity is at risk to prevent identity thieves from opening new lines of credit in your name. Sends alerts every 90 days to remind you to reset your fraud alert.
Detection

Identity Monitoring
Continuously scours thousands of websites, chat rooms, blogs and other data sources to detect illegal trading and selling of your personal information. Scans for your personal information including social security number, phone number, email addresses, bank account and routing numbers, credit and debit card numbers and medical identification numbers.

Identity Health Score
Measures your risk of identity theft and provides tips on how to reduce your risk. Your identity score is a number that predicts the likelihood of becoming a victim of identity theft.

DeleteNow
Scans the internet and provides a detailed report of your personal information which has been made public. Easily delete your information that violates your privacy or is inaccurate. Receive alerts when your personal information appears on the web whether you put it there or not.

Change of Address Monitoring
Monitors and alerts you if your mail has been redirected through USPS without your authorization. When criminals commit fraud they typically change the physical address to gain access to mail, bills, credit card statements and other financial documents.

Court Record Monitoring
Continuously search millions of criminal and court records to determine if your identity has been used by any unauthorized individuals.

Sex Offender Report & Monitoring
In-depth search of sex offender registries to determine if a sex offender fraudulently used your personal data as their registration information. Alerts you if registered sex offenders are living in your neighborhood or move into your neighborhood.

Pay Day Loan Monitoring
Immediately alert you to any payday or quick cash loans that were obtained using your social security number.

Medical ID Fraud Protection
Help review your medical benefits statements to ensure that you and your family are the only ones using your medical benefits.

Junk Mail Opt-Out
Removes your name from the most frequently used marketing databases and stops pre-approved credit card offers.

Credit

Credit Report
Free annual credit report.

Restoration

Lost Wallet Assistance
Quickly cancel and replace credit, debit and ATM cards if your wallet is lost or stolen.
Identity Restoration Specialists
Complete, comprehensive recovery services from Certified Protection Experts available 24/7. Specialists do not just assist the consumer with identity restoration, they save the consumer hundreds of hours by completing all the paperwork, making calls and doing all the heavy lifting to make sure the consumer's identity is restored.

$1 Million Identity Theft Insurance
Recover out-of-pocket expenses and up to $5,000 in lost wages when your identity is stolen.

ChildWatch
ChildWatch is available for children under the age of 18 if you purchase a policy. In the event of suspicious activity, your child's alerts and messages are sent directly to your own identity protection dashboard, so you can view all alerts in one place. The ChildWatch benefits include the following:

- Thorough and ongoing identity monitoring
- Fraud monitoring
- An identity restoration specialist
- $1 million in identity theft insurance

When Coverage Ends
Your coverage ends the last day of the month in which
- Your employment ends*;
- Your employment ends under the RIT Severance Plan (coverage does not continue during the severance period);
- You retire; if you are eligible for retiree coverage, coverage can continue under the retiree plan;
- You no longer meet the Plan's eligibility requirements; this includes transfer to an employment category that is not eligible for coverage under the Plan, such as part-time employees and adjunct faculty;
- You stop making required contributions;
- You die; or
- RIT discontinues the Plan.

* Special Note for 9½ month faculty:
- Coverage will end on June 30 for a faculty member on a 9½-month contract, provided that the faculty member works until the end of the contract period, and the contract is not being renewed for the following academic year;
- Coverage for a faculty member on a 9½-month contract will continue during the summer between the two academic years, provided that the contract is being renewed for the following academic year.

Generally, your dependent's coverage ends when your coverage ends. However, a dependent's coverage also will end on the last day of the month in which he or she no longer meets the Plan's eligibility requirements.

Coverage May Be Continued
In certain circumstances, your coverage and that of your dependents may be continued beyond the date it normally would end. Coverage may continue as shown below, provided you make any required premium contributions.
- For a Personal Leave of Absence – Coverage may continue while on a personal leave of absence of up to four months. For leaves of absence beyond four months, coverage is not continued.
- For a Professional Leave of Absence (including sabbaticals)– Coverage is continued for up to two years while on an approved professional leave of absence, including a sabbatical.
• For Long-Term Disability – Coverage is continued during long term disability in the same manner as it was during active employment. Coverage will end when benefits under RIT’s long term disability plan end.

**Administrative Claim Procedures**

Claims concerning eligibility, participation, contributions, or other aspects of the operation of the Plan should be in writing and directed to the Plan Administrator; this section does not apply to claims for benefits or services under the Plan. The Plan Administrator will generally notify you of its decision within 90 days after it receives your claim.

However, if the Plan Administrator determines that special circumstances require an extension of time to decide your claim, the Plan Administrator may obtain an additional 90 days to decide the claim. Before obtaining this extension, the Plan Administrator will notify you, in writing and before the end of the initial 90-day period, of the special circumstances requiring the extension and the date by which the Plan Administrator expects to render a decision.

If your claim is denied in whole or in part, the Plan Administrator will provide you with a written or electronic notice that explains the reason or reasons for the decision, including specific references to Plan provisions upon which the decision is based, a description of any additional material or information that might be helpful to decide the claim (including an explanation of why that information may be necessary), a description of the appeals procedures and applicable filing deadlines and your right to bring an action under Section 502(a) of ERISA.

If you disagree with the decision reached by the Plan Administrator, you may submit a written appeal to the Plan Administrator requesting a review of the decision. Your written appeal must be submitted within 60 days of receiving the Plan Administrator’s decision and should clearly state why you disagree with the Plan Administrator’s decision. You may submit written comments, documents, records and other information relating to the claim even if such information was not submitted in connection with the initial claim for benefits. Additionally, upon request and free of charge, you may have reasonable access to and copies of all documents, records and other information relevant to the claim.

The Plan Administrator will generally decide your appeal within 60 days after it is received. However, if the Plan Administrator determines that special circumstances require an extension of time to decide the claim, it may obtain an additional 60 days to decide the claim. Before obtaining this extension, the Plan Administrator will notify you, in writing and before the end of the initial 60-day period, of the special circumstances requiring the extension and the date by which it expects to render a decision.

The Plan Administrator will provide you with written or electronic notice of its decision. In the case of an adverse decision, the notice will explain the reason or reasons for the decision, include specific references to Plan provisions upon which the decision is based, and indicate that you are entitled to, upon request and free of charge, reasonable access to and copies of documents, records, and other information relevant to the claim. Additionally, the notice will include a statement regarding your right to bring an action under Section 502(a) of ERISA. Generally, you must exhaust your internal administrative appeal rights before you can bring a legal action against the Plan. The Plan Administrator has full discretionary power to construe and interpret the Plan and its decisions are final and binding on all parties.

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**SECTION XVI**

**EMPLOYEE RESOURCES AND PRIVILEGES**

*This summary is renumbered to Section XVI (from XV) and is edited as follows.*
The following is added at the end of the Other RIT Privileges section.

Employees enjoy the convenience of **personal computer repair services** from the **RIT Digital Den**, RIT’s computer sales retail store. They offer two different services plans as well as a single incident purchase option.

The computer drop off location is conveniently located at the RIT Digital Den on the 2nd floor of Barnes & Noble, located at 100 Park Point Drive.

You can meet directly with a technician who is trained to answer your technical questions during certain hours. Appointments are recommended but not required; call them for technician hours and to schedule an appointment.

For questions and details about the plan costs, visit their website at [www.rit.edu/digitalden](http://www.rit.edu/digitalden) or call 585-424-6766 ext. 204.

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**SECTION XVII**

**VOLUNTARY PROGRAMS**

*This summary is renumbered to Section XVII (from XVI) and is edited as follows.*

*The long term care insurance section is modified in its entirety as follows:*

**Long-Term Care Insurance**

Long-Term Care Insurance provides a level of protection against the significant cost of care for chronic medical conditions, disabling accidents and injuries, or simply the complications of growing older. The need for Long-Term Care Insurance is becoming critical considering that long-term care services are the greatest health care expense most retirees face, yet the only one not covered by traditional medical insurance plans or Medicare.

In the past, RIT has offered this benefit through MedAmerica Insurance Company. MedAmerica is no longer writing new long term care insurance policies. Those who have coverage are able to continue the coverage. If you have any questions about your current coverage, you can contact MedAmerica directly at (585) 381-1868/V.

RIT is currently researching what offering can be made for long term care insurance in the future. We will update employees when and if there is a new offering.

*The contact information at the end of the Pet Insurance summary is modified as follows:*

To learn more about protecting your pet or to obtain a free quote, call 1-877-738-7874/V (be sure to mention that you are from Rochester Institute of Technology), or log onto their website at [www.petsvip.com](http://www.petsvip.com).
This summary is renumbered to Section XVIII (from XVII) and is edited as follows.

The chart on page 7 is replaced in its entirety as follows:

**Contact List**
Sue Quinn, RIT Human Resources – (585) 475-2429/V
Pam O’Leary, Case Manager – First Niagara Business Works
   (585) 770-1600 option 1 (case management) – extension 1

<table>
<thead>
<tr>
<th>Life Threatening/Serious Injury</th>
<th>Non Life Threatening/Non Serious Injury – requiring medical care</th>
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<tr>
<td>• Immediately contact Public Safety at 475-3333.</td>
<td>• Immediately call RIT’s Case Manager, Pam O’Leary at First Niagara Business Works – (585) 770-1600 option #1, ext #1. Pam will set up a medical appointment based on urgency of care required.</td>
</tr>
<tr>
<td>• Supervisor contacts Sue Quinn by phone in RIT Human Resources immediately at (585) 475-2429. If after hours, leave a message.</td>
<td>• If you cannot reach Pam, call one of the following Urgent Care Facilities: Rochester Immediate Care (585)225-5252 - 2745 W. Ridge Rd or (585)444-0058 – 2685 E. Henrietta Rd. Eastside Urgent Care (585) 388-5280 - 2226 Penfield Rd</td>
</tr>
<tr>
<td>• If Sue is unavailable during business hours, contact Pam O’Leary at First Niagara Business Works at (585) 770-1600 option #1, ext #1.</td>
<td>• <strong>After Hours:</strong> Rochester Immediate Care M-F 9am-10pm/Weekends 9am-8pm Eastside Urgent Care M-F 10am-10pm/Weekends 9am-6pm</td>
</tr>
<tr>
<td>• Complete Employee Accident Report in full and hand-deliver, email (<a href="mailto:spqpsn@rit.edu">spqpsn@rit.edu</a>) or fax (475-7170) to Sue Quinn. Note: In these situations, the employee will most likely not be available to sign the accident report form….please forward the report anyway. Have the employee sign a copy when they are able to return to work.</td>
<td>• If employee is being directed immediately for medical care and cannot/should not drive, provide transportation to the appointment.</td>
</tr>
<tr>
<td></td>
<td>• Complete Employee Accident Report and hand-deliver, email (<a href="mailto:spqpsn@rit.edu">spqpsn@rit.edu</a>) or fax (475-7170) to Sue Quinn. Note: Waiting times in Urgent Care Facilities are generally much less than an ER. Please note-you may have a nominal wait time as these facilities do accept pre-scheduled appointments.</td>
</tr>
</tbody>
</table>

You will also find these procedures in a flowchart format on the HR website at [www.rit.edu/benefits](http://www.rit.edu/benefits).