ROCHESTER INSTITUTE OF TECHNOLOGY

Severance Plan

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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).

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

Rochester Institute of Technology strives to maintain stable employment. However, under certain conditions employment terminations may be unavoidable. The purpose of the Rochester Institute of Technology Severance Plan (the Plan) is to provide financial support and continuation of some benefits, for a pre-determined time, to eligible employees.

This summary provides you with detailed information about this Plan. Benefits under RIT's employee benefit plans are determined by the terms of the underlying plan documents. In the case of any inconsistency between a plan summary and the plan document, the plan document will govern your rights and benefits.

RIT intends to continue this Plan indefinitely, but reserves the right to modify or terminate all or any portion of the Plan at any time with or without notice. Such changes automatically will apply to you and your employment relationship at RIT. Participation in this Plan 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 plan document.

After you have read this information, contact the Human Resources Department with any questions.

Important Note About Passwords

Password security is critical due to the confidential, private, and financial data that is available online. The employee/participant/covered family member is responsible for maintaining security of their passwords and adhering to RIT information security polices and standards.

General Information

Who is Covered and When

Regular full-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..

When Coverage Ends

Coverage under the Plan ends when:

- you no longer meet the Plan's eligibility requirements;
- RIT discontinues the Plan.

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.

When Severance Benefits are Discontinued

Plan benefits and payments will be discontinued if and when you:

- become re-employed in comparable employment with RIT; or
- refuse to return to comparable employment that is offered by RIT.

If you die while receiving severance pay, any unpaid balance will be paid in a lump sum to your estate.

If you are re-employed as a regular RIT employee in less than comparable employment, as described above, and you are receiving severance pay, there will be an adjustment in your severance pay amount. In this case, your severance payment amount will be adjusted such that your new employee pay plus the adjusted severance pay will equal the severance pay you had been receiving for your regular RIT employment. This additional, adjusted severance pay amount will continue until the date your severance payments were scheduled to end. After this date, your pay will be the pay for the new position for which you were re-hired.

In addition, you will be eligible for benefits based on the employment category in which you are re-hired. If you are eligible for medical, dental, and vision in the new position, your COBRA benefits, if elected, will end, and you will have these benefits as an employee. If your new employee medical and dental contributions are higher than you had been paying while on severance (e.g., terminated as a full-time employee and re-hired as a part-time employee), your contributions will be temporarily adjusted such that you pay the same amount that you had been paying as a full-time employee; at the end of the severance pay period, your contributions will be based on your new position. All other benefits, if applicable, including, but not limited to, life, AD&D, LTD, Beneflex, Tuition Scholarship, Tuition Assistance, and Retirement Savings Plan will apply based on the new position. Tuition Waiver and Tuition Exchange will be based on the new position or the benefits under the Severance Plan, whichever is greater.

If you are re-employed with RIT, your severance benefits will not be reinstated or continued if:

1. your employment is terminated for cause;
2. you voluntarily retire or resign;
3. you die or are approved for permanent or temporary disability (occupational or not).

Calculation of Severance Benefits

Severance benefits will be calculated on your base pay and will be paid to you for a specified period of time. The total severance amount to be paid is calculated based on your years of service as of your date of termination, as shown in the following table. *Years of Service* means all years of service ***since your adjusted date of hire*** rounding to the nearest whole year. For example, if you have 8 years, 10 months of service, you will receive credit for 9 years. On the other hand, if you have 8 years, 3 months of service, you will receive credit for 8 years.

Years Of Service	**Months Used to Calculate Total Severance Amount**
Up to 1	.5
2	1.0
3	1.5
4	2.0
5	2.5
6	3.0
7	3.5
8	4.0
9	4.5
10	5.0
11	5.5
12 or more	6.0

Employees Scheduled to Work 12 Months Per Year

In order for employees on different payrolls to receive the appropriate total severance pay amount, severance payments are calculated as follows:

- For a semi-monthly paid employee, one month equals two pay periods; one-half a month equals one pay period.
- For a bi-weekly paid employee, one month equals the annual salary (hourly rate multiplied by standard weekly hours multiplied by 52 weeks) divided by 12; one-half month equals the annual salary divided by 24.

Example 1: John has been employed for 5 years and 8 months when his position is eliminated. His 5 years, 8 months of service is rounded to 6 years for the purpose of calculating the total severance amount. Based on the schedule, John is eligible for a severance amount using 3.0 months as outlined in the table above. John's hourly rate is $12.00. His standard weekly hours are 40 and he is scheduled to work 52 weeks per year. His severance benefit is calculated as follows:

Step 1: Calculate weekly pay:	*$12.00*	*hourly pay rate*
	x 40	*hours per week*
	$480	*weekly pay*

Step 2: Calculate bi-weekly pay:	*$480*	*weekly pay*
	x 2	*weeks per pay period*
	$960	*bi-weekly pay*
Step 3: Calculate annual pay:	*$480*	*week pay*
	x 52	*weeks per year*
	$24,960	*annual pay*
Step 4: Calculate monthly pay:	*$24,960*	*annual pay*
	/ 12	*months per year*
	$2,080	*monthly pay*
Step 5: Calculate severance pay:	*$2,080*	*monthly pay*
	x 3.0	*months of severance*
	$6,240	***Total Severance Pay***
Step 6: Calculate severance duration:	*$6,240*	*Total Severance Pay*
	/ $960	*bi-weekly pay*
	6.5	*severance pay periods**

**The last severance payment will not be equal to the regular payment amount.*

Employees Scheduled to Work Less Than 12 Months Per Year

- Since a semi-monthly paid employee scheduled to work less than 12 months per year is paid over 12 months, there is no special calculation needed. As outlined above, one month equals two pay periods; one-half a month equals one pay period.

- For a bi-weekly paid employee, one month equals the annual salary (hourly rate multiplied by standard weekly hours multiplied by scheduled weeks per year) divided by 12; one-half month equals the annual salary divided by 24. The amount calculated is less than the employee's regular pay period amount. Therefore, to continue the regular pay period amount, the actual duration of severance will be less than the months in the table above.

  Example 2: Peter has been employed for 15 years and 2 months when his position is eliminated. His 15 years, 2 months of service is rounded to 15 years for the purpose of calculating the total severance amount. Based on the schedule, Peter is eligible for a severance amount using 6.0 months, as outline in the table above. Peter's hourly rate is $14.00. His standard weekly hours are 35 and he is scheduled to work 44 weeks per year. His severance benefit is calculated as follows:

Step 1: Calculate weekly pay:	*$14.00*	*hourly pay rate*
	x 35	*hours per week*
	$490	*weekly pay*
Step 2: Calculate bi-weekly pay:	*$490*	*weekly pay*
	x 2	*weeks per pay period*
	$980	*bi-weekly pay*
Step 3: Calculate annual pay:	*$490*	*week pay*
	x 44	*weeks per year*
	$21,560	*annual pay*

Step 4: Calculate monthly pay:	*$21,560*	*annual pay*
	/ 12	*months per year*
	$1,796	*monthly pay*
Step 5: Calculate severance pay:	*$1,796*	*monthly pay*
	x 6.0	*months of severance*
	$10,776	***Total Severance Pay***
Step 6: Calculate severance duration:	*$10,776*	*Total Severance Pay*
	/ $980	*bi-weekly pay*
	11	*severance pay periods**

** Since the regular pay period amount is being paid, the actual duration of severance will be less than six months.*

The severance payments may continue into a period of time when the employee was not normally scheduled to work.

Severance Payments

The total severance payment amount is based on years of service as defined above; the amount is calculated and is then spread out over a number of pay periods, generally keeping the severance pay at the regular per pay period amount. Payroll frequency and pay dates will determine the duration of the payments and may require that the first and last severance payment amounts be adjusted to ensure the total calculated amount is paid in full. Refer to the examples below.

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.

Payment Example 1: In the case of John from our example above, his usual bi-weekly gross pay is $960 ($480 weekly x 2). His last day of work is June 14 so the severance payments begin effective June 15, the first day of a bi-weekly pay period. His severance benefits will be paid as follows (gross amounts are shown; actual payments will be reduced by taxes):

Pay Period Begins	***Pay Period Ends***	***Pay Date***	***Amount***
June 15	*June 28*	*July 6*	*$960*
June 29	*July 12*	*July 20*	*$960*
July 13	*July 26*	*August 3*	*$960*
July 27	*August 9*	*August 17*	*$960*
August 10	*August 23*	*August 31*	*$960*
August 24	*September 6*	*September 14*	*$960*
September 7	*September 20*	*September 28*	*$480(last pmt adjusted)**
Total Paid			***$6,240***

** last payment adjusted so full severance amount owed is paid.*

Payment Example 2: In the case of Peter from our example above, his usual bi-weekly gross pay is $980 ($490 weekly x 2). His last day of work is June 14 so the severance payments begin effective June 15, the first day of a bi-weekly pay period. His severance benefits will be paid as follows (gross amounts are shown; actual payments will be reduced by taxes):

Pay Period Begins	***Pay Period Ends***	***Pay Date***	***Amount***
June 15	*June 28*	*July 6*	*$980*
June 29	*July 12*	*July 20*	*$980*
July 13	*July 26*	*August 3*	*$980*
July 27	*August 9*	*August 17*	*$980*
August 10	*August 23*	*August 31*	*$980*
August 24	*September 6*	*September 14*	*$980*
September 7	*September 20*	*September 28*	*$980*
September 21	*October 4*	*October 12*	*$980*
October 5	*October 18*	*October 26*	*$980*
October 19	*November 1*	*November 9*	*$980*
November 2	*November 15*	*November 23*	*$980*
Total Paid			***$10,776****

Severance payments are made for 11 pay periods (~5 months) until full severance amount owed is paid.

Continuation of Benefits

If you have been participating in any of the following benefit programs, your coverage will end as outlined below. Severance Plan payments do not extend your termination date for benefits purposes.

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, RIT will subsidize the COBRA cost. 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 benefits would be as a retiree as outlined below.

If you are pre-Medicare, you can continue in the same medical and dental coverage as well as the vision coverage (which is available to all retirees, regardless of Medicare eligibility status). EAP coverage does not continue into retirement; you can continue EAP coverage under COBRA as explained above.

Your retiree benefits contribution amounts will be determined as if you had retired on the date your employment terminated. However, you will pay the employee contribution amount for medical and dental coverage during the Severance Plan payment period; payments will be made on an after-tax basis to RIT's billing administrator. Beginning the month after your Severance Plan payments end, your medical and dental contributions will be based on the pre-Medicare retiree cost sharing schedules, unless you were under age 55 on your termination date. If you were under age 55 on your termination date, your retiree medical plan contributions will be as though 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 Medicare-eligible, and provided you enroll in Medicare Part A and Medicare Part B, RIT provides you with access to supplementary Medicare medical/Rx coverage through a private Medicare Exchange, called Via Benefits. In addition, RIT provides you with financial support through a Health Reimbursement Arrangement (HRA) to help you pay for your coverage and other eligible healthcare expenses.

If you are not enrolled in Medicare Part A and Medicare Part B on your termination date, you can remain in the pre-Medicare medical/Rx coverage on a temporary basis (usually for one or two months) until you are enrolled in Medicare Part A and Part B and the supplementary Medicare coverage through Via Benefits.

If you are pre-Medicare and your spouse/partner is Medicare-eligible or vice versa, the benefits would be as outlined above for each person.

You will find more details about the retiree coverage and 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.

Beneflex

Participation ends on your date of termination. You may continue your Health Care Spending Account (HCSA) coverage under the Federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). You may elect to continue HCSA coverage under COBRA until the end of the calendar year in which your employment is terminated.

The cost of the COBRA coverage will be the same amount you contributed as an active employee during the Severance Plan payment period and will be paid on an after-tax basis; after your Severance Plan payments

end, the cost will be your contribution amount plus a 2% administrative charge as allowed under current law, until the end of the calendar year in which your employment is terminated.

As with active employees, you have until April 30 of the calendar year following your termination date to file for reimbursement of expenses incurred in the previous year. Please Note: you are eligible to submit claims for reimbursement for Dependent Care and/or Health Care services provided from your Beneflex participation date (generally January 1) to the date of your termination. If you continue to participate in the HCSA under COBRA, you will be able to submit claims with dates of service after your termination date. There is no provision to continue participation under the Dependent Care Spending Account under COBRA. Therefore, only claims incurred before your termination of employment are eligible for reimbursement from the Dependent Day Care Spending Account.

Life, Accidental Death & Dismemberment (AD&D), Short-Term and Long Term Disability Insurance
Coverage ends on your date of termination. RIT Human Resources will automatically send you information about continuing life and AD&D coverage under the portability feature. If you would like to continue your life and/or AD&D insurance coverage on an individual basis at group rates, you must complete and return the form to the insurance company within 31 days of your termination date. RIT's short-term and long-term disability benefits cannot be continued on an individual basis.

Retirement Program
Contributions to the RIT Retirement Savings Plan (both your own and RIT's) will end on your termination date. If you would like information about your eligibility for distribution, you should contact Fidelity and/or TIAA directly. Fidelity's number is 800-343-0860/V and 800-259-9743/TTY; TIAA's number is 800-842-2776/V and 800-842-2755/TTY.

Tuition Waiver Benefits
Tuition Waiver benefits continue as outlined below only if the employee has met the eligibility requirements for Tuition Waiver at the time employment is terminated. All Tuition Waiver rules and exclusions that were applicable during employment continue for any Tuition Waivers applied under the Severance Plan. In addition, any changes made to the Tuition Waiver benefit after termination of employment will apply to those who leave employment under the Severance Plan.

<u>It is important for you to understand that if you are eligible for this continuing Tuition Waiver benefit, the Tuition Waiver amount for you and your eligible family members for undergraduate and graduate classes is taxable to you</u>. This means that you will owe Federal and State taxes on this taxable amount. Therefore, you may want to consider estimated tax payments if you and/or your family members use the Tuition Waiver benefit under the Severance Plan. RIT will provide the necessary tax reporting information each January for the prior calendar year for any taxable Tuition Waiver amounts.

In no case, can an undergraduate Tuition Waiver be provided in excess of 145 credit hours (30 of which can be for non-degree seeking courses) for an eligible family member who is subject to the lifetime maximum of 145 credit hours of undergraduate Tuition Waiver benefits. Refer to the Tuition Waiver information in the Educational Benefits Plan Summary for more details on the credit hour maximums.

As stated in RIT's Tuition Waiver summary, all students applying for Tuition Waiver benefits must apply for a New York State TAP Grant before receiving Tuition Waiver benefits.

If the former employee is considered an RIT retiree, waivers for undergraduate courses that you and your eligible tax-dependent family members take are <u>*generally*</u> not taxable. Tuition Waiver for graduate courses that you and your eligible family members take are taxable. RIT will provide the necessary tax reporting information

each January for the prior calendar year for any taxable Tuition Waiver amounts. Refer to the Tuition Waiver information in the Educational Benefits Plan Summary for more details on the taxability rules.

Employees not eligible for retirement from RIT, and whose employment is terminated under this Plan, will be eligible to continue their Tuition Waiver benefits for themselves and eligible family members (if eligible for the benefit at the time of the employee's termination of employment) if they are already enrolled, have been accepted, or are taking classes as part of a degree-seeking (matriculated) program. Tuition Waiver benefits can continue for up to 4 years from the earlier of

1. the date of employment termination; ***or***
2. completion of the baccalaureate or master's degree (if eligible).

Employees not eligible for retirement from RIT, and whose employment is terminated under this Plan, will be eligible to continue their Tuition Waiver benefits for themselves and eligible family members (if eligible for the benefit at the time of the employee's termination of employment) in accordance with the following schedule if they are not already enrolled, accepted or taking classes as part of a degree-seeking (matriculated) program. The percentage of tuition to be waived will be the percentage applicable as of the last day worked. Tuition Waiver benefits can continue for up to the duration shown in the chart below from the date of employment termination or until the completion of the baccalaureate or master's degree (if eligible), whichever comes first.

Years of Service*	Duration of Tuition Waiver
1 to 5 years	1 year after termination
6 to 9 years	3 years after termination
10 years or more	4 years after termination

* = Years of Service as defined in the Calculation of Severance Benefits section earlier in this summary.

Tuition Exchange

The Tuition Exchange benefit continues as outlined below only if the employee has met the eligibility requirements. Certification of eligibility under this plan continues through the academic year following the year in which employment is terminated (benefit continues to be subject to approval of importing college/university and subject to RIT's continued favorable exchange status with The Tuition Exchange, Inc.). Beginning with the quarter/semester that begins after the date of termination of employment, the Tuition Exchange benefit will be taxable to the former employee. RIT will provide to the former employee the necessary tax reporting information.

Tuition Assistance and Tuition Scholarship

If you have met the eligibility requirements for these plans at the time employment is terminated, your participation in these plans ends at the close of the term in which the date of termination of employment falls.

Voluntary Deductions

Any payroll deductions for previously approved payments, such as the United Way and Advantage Federal Credit Union, will continue to be withheld from Severance Plan payments unless you cancel them in writing. Participation in voluntary deduction plans such as Legal Services Plan (Hyatt), Mercer Voluntary Benefits, and Pet Insurance will end with your last employee paycheck; deductions will not continue during the severance pay period. Contact the various companies to make arrangements for direct billing, if permitted, to continue participation.

Any other benefits or payments not described above end on the date of termination of employment.

Special Benefits

Outplacement Services

The university recognizes the importance of supporting employees during employment transitions resulting from organizational change. Eligible employees whose positions are eliminated may access university-provided outplacement services for a period of up to one year following termination. The duration and scope of services will be determined by the university in accordance with institutional guidelines and available resources. Access to outplacement services requires pre-approval from RIT Human Resources. Employees should contact their HR Business Partner for information regarding approved providers and participation procedures.

Miscellaneous

Employee discounts at Barnes & Noble @ RIT and RIT's Digital Den end on the date of termination. To receive a refund of unused Tiger Bucks money, please contact Dining Services directly at 475-2228/V and TTY or 475-7062/V.

Keys, equipment (including desktop or laptop computers), and your RIT ID card must be returned to your department head/manager on your last day of work. Any outstanding parking fines should be processed through Public Safety and outstanding Library books and fines should be handled through Wallace Library.

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 other work-sites, all documents governing the plan, including insurance contracts, collective bargaining agreements and a

copy of the latest annual report (Form 5500 Series) filed by the plan with the U. S. Department of Labor and available at the Public Disclosure Room of the Employee Benefit Security Administration.

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

Continue Group Health Plan Coverage
Continue health care coverage for yourself, Spouse or Dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your Dependents may have to pay for such coverage. Review this summary plan description and the documents governing the plan of the rules governing your COBRA continuation coverage rights.

You are entitled to a reduction or elimination of exclusionary periods of coverage for preexisting conditions under your group health plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a pre-existing condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage.

Prudent Actions by Plan Fiduciaries
In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit 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 or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights
If your claim for a welfare benefit is denied or ignored, in whole or in part, you have 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 plan documents or the latest annual report from the plan and do not receive them in 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 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. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court.

If it should happen that the 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. 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.

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 if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefit Security Administration, U. S. Department of Labor, listed in your telephone directory, their website (http://www.dol.gov/ebsa) 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 publication's hotline of the Employee Benefits Security Administration.

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. 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.

Important Information about the Plan

Employer	Rochester Institute of Technology
Employer Identification Number:	16-0743140
Plan Sponsor:	Rochester Institute of Technology 8 Lomb Memorial Drive Rochester, NY 14623 (585) 475-2424
Plan Name:	Severance Plan
Plan Number:	507
Plan Year:	January 1 - December 31
Plan Administrator:	Associate Director Human Resources, Benefits Rochester Institute of Technology 8 Lomb Memorial Drive Rochester, NY 14623 (585) 475-2424
Agent for Service of Legal Process:	Office of Legal Affairs Rochester Institute of Technology 154 Lomb Memorial Drive Rochester, New York 14623-5608 Service of legal process may also be made on the Plan Administrator.