- relocation incentive;
- additional, extra, or incentive compensation or bonuses;
- moving expenses;
- automobile allowances (or furnished automobiles); and
- commissions (unless specifically excluded by the appointed *committee*).

Employer contribution compensation shall not include the following payments:

Before January 1, 2020:

- overtime;
- relocation incentive;
- additional, extra, or incentive *compensation*;
- prizes/awards, or bonuses;
- tenure buyout;
- benefit restoration plan;
- automobile allowances (or furnished automobiles);
- educational assistance;
- in lieu of retirement;
- moving expenses;
- patent royalties;
- tips;
- transition assistance;
- commissions, unless specifically authorized by the *plan administrator* or appointed *committee*;
- special services, projects, summer terms or intersessions (unless for services regularly rendered);
- in lieu of vacation other than in the context of a *severance from employment*;
- all settlement amounts except where the settlement agreement expressly provides that some or all of the amount shall be deemed *employer contribution compensation* for purposes of retirement benefit calculation; and
- non-cash *compensation*.

As of January 1, 2020:

- prizes/awards;
- tenure buyout;
- benefit restoration plan;
- educational assistance;
- in lieu of retirement;
- patent royalties;
- tips;
- transition assistance;
- special services, projects, summer terms or intersessions (unless for services regularly rendered);
- in lieu of vacation other than in the context of a *severance from employment*;
- all settlement amounts except where the settlement agreement expressly provides that some or all of the amount shall be deemed *employer contribution compensation* for purposes of retirement benefit calculation; and
- non-cash *compensation*.

Special rules apply to compensation received after you experience a *severance from employment* and compensation paid in part from *University* funds and in part from funds under the control of the *University* (other than *University* funds). Notwithstanding the above, the DC Plan will not consider *employer contribution compensation* exceeding $305,000 for 2022. The annual limit on *employer contribution compensation* is adjusted by the IRS annually for cost-of-living.

Full-Time Equivalency (FTE)
For a non-academic appointment which is not exempt from overtime compensation, 100% *full-time equivalency* means 2,080 hours of service during a *contract year*. For an academic appointment or a non-academic appointment which is exempt from overtime compensation, 100% *full-time equivalency* shall be determined on the basis of criteria established in accordance with applicable *University* policy.

Furlough
A period of time, not exceeding 30 days in any 12-month period, during which you are placed in a temporary, non-duty, non-pay status due to financial constraints of the *University* and after which you are expected to resume normal duties.

Matching Contribution
A contribution to the DC Plan and made to the *employer contributions account* by the *University* equal to 100% of your *elective deferrals* to the 457(b) Plan for each payroll period, up to 8% of your *employer contribution compensation* for each payroll period.

Participant
Any individual who has satisfied the eligibility and participation requirements of the DC Plan and each employee or former employee for whom an account or subaccount is being maintained under the DC Plan. This DC Plan SPD applies to *participants* hired or rehired on or after October 1, 2019.

Period of Service
A *period of service* begins on the *participant's* first day of employment or reemployment with the *University* as an *eligible employee* and ends on the date of the *participant's* subsequent *severance from employment*. Each *period of service* accrued by a *participant* shall be measured in days, including both the first day of employment or reemployment and the date of the *participant's severance from employment*. Except as otherwise provided within this definition, only days on which a *participant* is performing services shall be included in the number of days in a *period of service*.

A *period of service* additionally includes:

- days on which a *participant* whose full-time employment is under the control and direction of the *University*, but who renders only part-time service for teaching and research programs of the *University* and the compensation for the remainder of whose services is paid from funds under the control of the *University*, other than *University* funds;
- days on which a *participant* is on a leave of absence (e.g., military leave, extended sick leave without pay, FMLA leave, *furloughs*, seasonal leaves, etc.); and
- in the event a *participant* experiences a *severance from employment* and is reemployed, days previously accrued prior to the *participant's severance from employment*, provided the *participant's* reemployment date is no more than five years after the *participant's severance from employment*.

A *period of service* does not include:

- days before the employee became a *participant* in the DC Plan (unless provided for within this DC Plan or another *University* sponsored plan);
- days worked by an employee who is not an *eligible employee*;
- days on which the *participant* is an attached Federal or State employee;
- days on which the *participant* is performing service for any agency or institution attached to the *University* but not an integral part of the *University*; and
- in the event a *participant* who is not *vested* experiences a *severance from employment* and is reemployed, days previously accrued prior to the *participant's severance from employment*, if the *participant's* reemployment date is more than five years after the *participant's severance from employment*.

Plan Administrator
The department of the *University*, or such other person, or department as may be appointed by the *University* to supervise the administration of the DC Plan. The committee that assists the *plan administrator* is the Total Rewards Advisory Committee. A separate committee, the Investment Oversight Committee, has operating and supervisory responsibilities related to the selection and monitoring of investment options made available to *participant*s.

Service Credit
The sum of the *participant's periods of service*, whether or not such *periods of service* are contiguous or continuous. In each instance that a *participant* accrues *periods of service* that in the aggregate total 365 days, such *participant* shall be credited with a year of *service credit*. For rehired employees on or after October 1,

2019, *service credit* earned before October 1, 2019, is determined using rules that are described in the ERIP plan document.

Severance from Employment
An event after which an employee ceases to be an employee of the *University* (including all corporations and other entities treated as the same employer under Internal Revenue Code Sections 414(b), (c), (m), or (o)). An employee does not have a *severance from employment* if, in connection with a change of employment, the employee's new employer maintains the DC Plan with respect to the employee.

University
The Curators of the University of Missouri. The *University* is a governmental entity established as a public corporation under the Constitution and Statutes of the State of Missouri.

Vesting (vested)
The accrual of three years of *service credit*, the occurrence of which makes your benefit under the DC Plan nonforfeitable.

Getting Started

When am I eligible to participate?

You become eligible to participate on your first day of employment with the *University* as an *eligible employee* as described in this DC Plan SPD. For more information, see the definition of e*ligible employee* above. You do not need to enroll in the DC Plan to receive *matching contributions*. As an *eligible employee*, you will be enrolled automatically. However, to receive *matching contributions*, you must make a 457(b) *elective deferral* (described below).

Eligibility/Participation	
You <u>are</u> eligible to participate if you are:	You <u>are not</u> eligible to participate if you are:
An *eligible employee* who is classified as at least 75% *FTE* with an indicated appointment duration of at least 9 months and you meet <u>one</u> of the following requirements: • you were initially hired on or after October 1, 2019; or • you are rehired on or after October 1, 2019	• a subsidiary employee (including a health affiliate); • a student employee; • a per diem employee; • adjunct faculty; • a resident physician; • a leased employee; • a *member* described in the DB Plan SPD; or • a *member* described in the Hybrid Plan SPD.

Contributions to the DC Plan

What contributions are made to the DC Plan?

The *University* will make a *matching contribution* each payroll period on your behalf, equal to your 457(b) Plan *elective deferrals* for the payroll period, up to 8% of your *employer contribution compensation* to your *employer contributions account*. For information on how to make an *elective deferral* to the 457(b) Plan, see **Elective Deferrals to the 457(b) Plan**, or review the VRP SPD or the 457(b) Plan document.

How are 457(b) Plan e*lective deferrals* and the *University matching contributions* calculated?

It is important that you contribute *elective deferrals* to the 457(b) Plan in order to receive the *University matching contribution* described in this DC Plan SPD of up to 8% of your *employer contribution compensation*.

Your 457(b) Plan *elective deferral* is calculated using your 457(b) compensation. The *University matching contribution* is calculated using your *employer contribution compensation*. Following is an example assuming you are contributing 8% of your *457(b) compensation* to the 457(b) Plan per payroll period:

Base pay	$1,000
<u>Educational Assistance</u> (not included in *employer contribution compensation*, but included in 457(b) compensation)	$ 250

Total Pay	***$1,250***
Employee 8% deferral – goes to your 457(b) account	$100 ($1,250*.08)
University's matching contribution (8%) - goes to your *employer contributions account*	$80 ($1,000*.08)
Total Contribution	***$180***

These funds are deposited into your applicable plan account and invested as directed by you.

Will the *matching contribution* be contributed while I am on a leave of absence?

The *University matching contribution* is based on your *elective deferrals* to the 457(b) Plan. If you continue to contribute *elective deferrals* to the 457(b) Plan while you are on a leave of absence, then the *matching contribution* will continue on your behalf.

May an employee contribute to the DC Plan's *employer contributions account*?

No. Neither employee contributions nor rollover contributions from an IRA or other employer retirement plans to the DC Plan's *employer contributions account* are permitted.

Are there any IRS limits on the amount of employer *matching contributions* that I may receive?

The IRS limit for all contributions to the accounts maintained pursuant to Internal Revenue Code section 401(a), including employee and employer contributions and including contributions made to the *employer contributions account* under this DC Plan or a separate 401(a) account under the *University*'s SRP, may be revised annually by the IRS for cost-of-living. For 2021, this limit is $58,000. Therefore, any additional contributions made to the SRP by you or on your behalf count towards the total contribution limit. If the contribution limit will be exceeded, any contributions that otherwise would have been made to the SRP on your behalf will be reduced before *matching contributions* described in this DC Plan SPD are reduced, to avoid any excess contributions under the law. Additional ordering rules are outlined in the applicable plan documents. Compensation for purposes of the contribution limit is not the same as *employer contribution compensation* and is generally defined by law.

What happens if I retire and later return to work?

The *University* will begin the *matching contribution* on your behalf if you are reemployed and an *eligible employee*.

Elective Deferrals to the 457(b) Plan

How do I make an *elective deferral*?

To make a 457(b) *elective deferral* and review a summary of the investment options, please call Fidelity at 1-800-343-0860 or visit https://nb.fidelity.com/public/nb/umretirement/home. To ensure you receive the FULL *University matching contribution* (8% of your *employer contribution compensation*), you will be automatically enrolled in the 457(b) Plan at the maximum employer match rate of 8% of your 457(b) compensation. You may choose to make a contrary election or opt out of making *elective deferrals* under the 457(b) Plan at any time. Please allow 1-2 pay cycles for initial automatic enrollment.

How and when can I change my elective deferral? When is the change effective?

You may change your 457(b) *elective deferral* at any time by logging into your account at https://nb.fidelity.com/public/nb/umretirement/home or by calling Fidelity at 1-800-343-0860. Any changes to your 457(b) *elective deferral* will take effect no sooner than the first of the month following the change.

Are there any limits on the amount of *elective deferral* that I may contribute to the 457(b) Plan?

Applicable Federal laws place limits on the annual contributions to the 457(b) Plan.

In 2021, the limit on total contributions to the 457(b) Plan is the lesser of $20,500 or your compensation for the calendar year. Compensation for purposes of the contribution limit is not the same as *employer contribution* *compensation* and is generally defined by law. The 457(b) deferral limit is not affected by contributions to the SRP or 403(b) Plans.

In 2021, age 50 catch-up contributions are limited to $6,500. The age 50 catch-up contribution limit is in addition to the limits on total contributions and *elective deferrals*. Therefore, if the age 50 catch-up contribution limit applies you can contribute up to $27,000 in *elective deferrals* under the 457(b) Plan.

All of the above dollar limits are adjusted annually by the IRS for cost-of-living. Rollover contributions are not subject to the contribution limits above.

For more information, refer to the VRP SPD, or the 457(b) Plan document.

When can distributions occur from the 457(b) Plan?

Please refer to the VRP SPD for specific details regarding distributions from the 457(b) Plan.

Vesting

You are *vested* in the *University's matching contributions* made on your behalf to the *employer contributions account* as described in this DC Plan SPD after you complete three years of *service credit*. Please note that these years do not need to be consecutive.

If you experience a *severance from employment* with the *University* before becoming *vested*, the *University's matching contributions* made to the *employer contributions account* on your behalf and described in this DC Plan SPD are forfeited.

What is vesting?
If you have three years of *service credit*, you've earned the right to keep the *University matching contributions* when you retire or leave the *University*.

In addition, if you experience a *severance from employment* before becoming *vested* and are not subsequently reemployed by the *University* as an *eligible employee* within the five year period following your *severance from employment*, then all of such *service credit* earned prior to the *severance from employment* shall be disregarded and you will need to earn three years of *service credit* subsequent to your rehire in order to be *vested*.

If you are a rehired *eligible employee* who was previously *vested* in the DB Plan or Hybrid Plan, even if you took a full distribution of your retirement benefit, you will be automatically *vested* in the DC Plan and the *University's matching contributions* made on your behalf to your *employer contributions account* upon your first day of re-employment.

Investments

How are my *matching contributions* invested?

Choosing Your Investments: You select how to invest all contributions made to the DC Plan. The investment choices are the same as they are for the VRP. For information about your investment choices, please visit https://nb.fidelity.com/public/nb/umretirement/home and select the Plans & Investments tab, then Investments tab, then Investment Options section under each plan.

It is important that you access your account within the first 30 days of your employment so you can make your investment selection. If you do not make a selection, your investments will be placed in a *University*-selected default investment. However, you may make changes to your investment selections at any time online at https://nb.fidelity.com/public/nb/umretirement/home or by calling 1-800-343-0860**.**

If you are unsure how to invest your contributions, Fidelity retirement representatives are available to meet one-on-one to assist you. Schedule a free appointment by visiting https://nb.fidelity.com/public/nb/umretirement/contactus/schedule-a-meeting or calling 1-800-343-0860.

There are many investment options. Each has varying degrees of return and financial risk. This summary is not intended to advise you on any investment risks or tax issues arising from investing in any of these options. You may wish to contact your tax advisor or legal counsel for assistance in determining which option best fits your long-term goals.

Distributions

When can distributions occur from the DC Plan?

To be eligible for a distribution from the *employer contributions account* under the DC Plan, you must be *vested* in the DC Plan. When you are *vested*, your benefit is distributable after your *severance from employment* or death (or when a required minimum distribution is necessary (see below)).

If the value of your *employer contributions account* under the DC Plan exceeds $5,000, it will not be distributed without your consent, unless the minimum required distribution rules apply (see below). If the value of your account is less than $5,000, but more than $1,000, it will automatically be rolled over to an IRA after your *severance from employment* from the *University* unless you elect to receive the distribution directly or roll the distribution over to an IRA or another employer plan of your choice. If the value of your account is $1,000 or less, it will be automatically distributed to you.

For information about your distribution options under your contributions to the 457(b) Plan, refer to the VRP SPD.

How do I apply for the benefits under the DC Plan?

You should contact Fidelity at 1-800-343-0860 for more information on how to begin your benefits from the DC Plan.

It is important to keep Fidelity informed of name and address changes for you or your *beneficiaries*. Please call Fidelity at 1-800-343-0860 or visit https://nb.fidelity.com/public/nb/umretirement/home to update your information.

What are my retirement benefit payment options?

The DC Plan allows you to receive your retirement benefit in a single lump sum payment, or in installments over a fixed number of years. If you elect installments, you may elect to accelerate the installment payments and receive a lump sum distribution of the remainder of your benefit at any time. For more information on these options, contact Fidelity at 1-800-343-0860.

If I make a withdrawal, can I return the funds to the DC Plan at a later date?

No.

What are required minimum distributions?

You may generally delay the distribution of your retirement benefits. However, if you elect to delay the distribution of your retirement benefits, there are rules that require that certain minimum distributions be made from the DC Plan.

Distributions are required to begin the 1st of April following the end of the year in which:

- You reach age 72; or
- Experience a *severance from employment*, if later.

If you think you may be affected by these rules, contact Fidelity at 1-800-343-0860.

How are my benefits paid upon my death?

If your death occurs before you begin distribution of your benefits, your *beneficiary* may elect to receive a distribution of your benefits in any of the forms of distribution available to you (i.e., lump sum or installments), beginning as soon as reasonably practicable following the *beneficiary's* application for distribution of benefits. If your death occurs after distributions begin, but before your entire benefit under the DC Plan is distributed, your *beneficiary* shall receive distribution of the remainder of your benefits beginning as soon as reasonably practicable following your death in a form available to you and elected by the *beneficiary*, which provides for distribution at least as rapidly as you were receiving distribution of your benefits.

Notwithstanding the above, your benefits upon death are subject to certain required minimum distribution rules. These rules are complicated and depend on who is designated as your *beneficiary* and when your death occurs (before or after distributions begin). Generally, if you have not begun receiving your benefits and your designated *beneficiary* is your spouse, the benefits must begin no later than the year you would have attained age 72. If your spouse is not your designated *beneficiary*, the entire benefit under the DC Plan must be distributed by December 31 of the calendar year containing the fifth anniversary of your death. For more information regarding these rules, contact Fidelity at 1-800-343-0860.

Rollovers and Tax Treatment

What are some of the possible tax consequences when I receive a distribution from the DC Plan?

Generally, you must include any distribution in your taxable income in the year in which you receive the distribution. Distributions made to you when you are under age 59½ may be subject to an additional 10% tax unless you roll the distribution over to an IRA or other employer retirement plan as described below.

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

If your distribution is an eligible rollover distribution, you may defer the tax due on your distribution by rolling the distribution over to an IRA or other employer retirement plan. Generally, an eligible rollover distribution does not include any distribution which is: (1) one of a series of substantially equal periodic payments made for your life (or life expectancy) or the joint lives (or joint life expectancies) of you and your designated *beneficiary*, or for a specified period of ten years or more; (2) a hardship distribution; or (3) a required minimum distribution. There are two types of rollovers:

> <u>Direct rollover</u>: For most distributions, you may request that a direct rollover (sometimes referred to as a direct transfer) be made to either an IRA or other employer retirement plan willing to accept the rollover. A direct rollover will result in no tax being due until you withdraw funds from the IRA or other employer retirement plan.
>
> <u>60-day rollover</u>: You may roll over a distribution to an IRA or other employer retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the IRA or other employer retirement plan. The rollover of the distribution, however, MUST be made within strict time frames (normally, within 60 days after you receive your distribution). A distribution which may be rolled over but which you do not directly rollover (see above) will be subject to mandatory federal income tax withholding at a rate of 20%. You may roll over the 20% amount withheld, but must replace the withheld amount from other sources. If you do not roll over an amount equal to the 20% withheld, the withheld amount is subject to tax.

If your distribution is not an eligible rollover distribution you will not be able to defer tax due on your distribution by rolling the distribution over to an IRA or other employer retirement plan. Withholding on distributions that are not eligible rollover distributions depends on whether the distribution is a periodic distribution (for example, annuity payments or installments) or non-periodic distribution. Withholding on periodic distributions will be determined as if the distribution were wages and withholding on non-periodic distributions will be 10% of the amount includible in income. Notwithstanding the foregoing, you may elect not to have withholding apply.

<u>Pre-Tax to Roth Rollovers</u>: If you roll over pre-tax contributions to a designated Roth account in another employer plan or to a Roth IRA, the amounts will be taxed in the year of the rollover. However, the 10% additional tax on early distributions will not apply. If you complete a direct rollover, no withholding will apply, but you may voluntarily enter into a withholding agreement with the *University*.

<u>Tax Notice</u>: Whenever you receive a distribution, you will receive a more detailed explanation of these options. However, the rules which determine whether you qualify for favorable tax treatment are very complex. You should consult with qualified tax counsel before making a choice.

Loans

Are loans offered in the DC Plan?

No.

Lost Participants

If you are entitled to a distribution and cannot be located, reasonable measures will be taken to locate you. In the event you are not located after the *plan administrator* has taken reasonable measures to locate you, your benefits will be disposed of in accordance with the law and reasonable procedures. Reasonable procedures include rolling over your benefits to an IRA, purchasing an annuity contract in your name, distributing your benefit to an interest bearing insured bank account, or forfeiting your benefit to the DC Plan. If your benefit is forfeited to the DC Plan and you are later located, your benefit will be restored unadjusted for earnings and distributed to you in accordance with the terms in the ERIP plan document. For additional questions, contact the HR Service Center to request a copy of the ERIP plan document.

Plan Expenses

The DC Plan permits the payment of certain plan expenses to be made from the DC Plan's assets. If expenses are paid using the DC Plan's assets, then the expenses will generally be allocated among the accounts of all *participants* in the DC Plan. These expenses will be allocated either proportionately based on the value of the account balances or as an equal dollar amount based on the number of *participants* in the DC Plan. The method of allocating the expenses may depend on the nature of the expense itself.

After you experience a *severance from employment*, the *University* reserves the right to charge your account for your pro rata share of the DC Plan's administration expenses, regardless of whether the *University* pays some of these expenses on behalf of current *participants*.

There are certain other expenses that may be paid just from your account. These are expenses that are specifically incurred by, or attributable to, you. For example, if you are married and get divorced, the DC Plan may incur additional expenses if a court mandates that a portion of your account be paid to your ex-spouse. These additional expenses may be paid directly from your account (and not the accounts of other *participants*) because they are directly attributable to you under the DC Plan. You will be informed when there will be a charge (or charges) directly to your account.

Qualified Domestic Relations Orders

Upon receipt of a domestic relations order issued by a court of competent jurisdiction with respect to your interest in the DC Plan, the *University* shall determine whether such domestic relations order constitutes a qualified domestic relations order ("QDRO"). If it is determined that a domestic relations order is a QDRO, the alternate payee may receive a distribution in a single lump sum at any time. There will be a charge to your account for processing of a QDRO. A QDRO may not provide for a benefit not allowed by the DC Plan. Procedures to determine the qualified status of a domestic relations order, to administer distributions mandated by a QDRO, and to implement the QDRO provisions are available upon request.

Additional information about QDRO processing, may be found in the ERIP plan document. For additional questions, contact the HR Service Center to request a copy of the ERIP plan document.

Protecting Your Benefits

Can the ERIP plan document be amended?

The *University* has the right to amend the ERIP plan document at any time. In no event, however, will any amendment authorize or permit any part of the plan's assets to be used for purposes other than the exclusive benefit of *participants* or their *beneficiaries*. Additionally, no amendment will cause any reduction in the amount credited to your account. If the ERIP plan document is amended, this DC Plan SPD will be updated accordingly to reflect those changes.

What happens if the DC Plan terminates?

If the DC Plan is terminated, you will immediately be 100% *vested* in the benefits you've earned as of the DC Plan's termination date. Additionally, no further contributions will be made to the DC Plan and distributions will be made as soon as possible, in accordance with the DC Plan's terms.

Do I need to name a *beneficiary*?

Naming a *beneficiary* ensures that your benefit is handled in the manner you intend. You should name a *beneficiary* when you first participate in the DC Plan. If unmarried, you may designate any person or trust as your *beneficiary*. For married employees, your spouse will automatically be your *beneficiary*, unless your spouse consents to a different designated *beneficiary*. You may also designate contingent *beneficiaries*.

If you don't name a *beneficiary* (or your *beneficiary* predeceases you), any death benefits under this DC Plan will be paid to your surviving spouse. If there is no surviving spouse, death benefits will be paid to your

> **Update your beneficiary information**
>
> Whenever there are important changes in your life – such as marriage, divorce or the birth or adoption of a child – review your *beneficiary* designation and consider updating.
>
> **You may update your *beneficiary* at:** https://nb.fidelity.com/public/nb/umretirement/home

surviving children in equal shares. If there are no surviving children, the benefit will be paid to your estate, provided that a properly appointed and qualified fiduciary of your estate exists within 120 days of your death, otherwise the payment will be made in accordance with Missouri law.

You may update your *beneficiary* designation at any time.

A divorce decree, or decree of legal separation, revokes your prior designation, if any, of your spouse or former spouse as *beneficiary*, unless a QDRO provides otherwise.

Can my benefits be forfeited or delayed?

The DC Plan is designed to provide you with a retirement benefit when your employment ends, but some situations could affect your DC Plan benefits. Those situations are summarized here:

- If you experience a *severance from employment* from the *University* for any reason before you have three years of *service credit*, you will not receive the *matching contributions*, nor any associated earnings. You may also lose any *service credit* you have accrued if you experience a *severance from employment* and are rehired more than 5 years later. For more information, please review the *service credit* rules under the **Vesting** section above.
- If you do not keep your most recent address on file and Fidelity cannot locate you, payments may be delayed. This is particularly important if you leave the *University* prior to retirement. Please call Fidelity at 1-800-343-0860 or visit https://nb.fidelity.com/public/nb/umretirement/home to update your information.
- Your request for Plan benefits will be considered a claim for benefits. A decision on your claim will be made within 90 days after receipt of the claim by the DC Plan. You will be provided written or electronic notice if your benefits are denied that includes the specific reason(s) your claim was denied, a references to the specific DC Plan provision(s) on which the denial was based, and a description of the DC Plan's appeal procedures and the time limits that apply to such procedures.
- You can appeal a denial of your benefits claim by providing written notice to the *University* within 90 days after your receipt of the denial of your claim. You will be able to submit written comments, documents and other information relating to the claim on appeal. The *University* may hold a hearing or otherwise in its decision on appeal. The *University* will provide written notice of its decision on appeal within 90 days after receipt of the appeal. Any decision on appeal will be final and binding on the parties. If you appeal is denied, the written denial will include the specific reason(s) for the denial on appeal and reference to the specific DC Plan provisions on which the denial on appeal is based.