

EDCO COLLABORATIVE
RETIREE HEALTH PLAN
RESTATED EFFECTIVE AS OF JULY 1, 2021

EDCO COLLABORATIVE

RETIREE HEALTH PLAN

1. Introduction

The EDCO Collaborative hereby amends and restates in its entirety this EDCO Collaborative Retiree Health Plan (the “Plan”), effective as of July 1, 2021. The name of this Plan continues to be the “EDCO Collaborative Retiree Health Plan”. The purpose of the Plan is to provide EDCO Collaborative’s eligible retired employees with partial reimbursement for eligible Health Plan expenses paid by them to the extent described herein.

2. Definitions

- (a) “Code” means the Internal Revenue Code of 1986, as amended.
- (b) “Health Plan” means coverage under a health insurance or dental insurance plan provided by an insurance carrier licensed to do business in the state of residence of the Retiree and/or Participant. Health Plan does not include coverage for vision insurance.
- (c) “Plan Year” means the twelve-month period commencing each July 1 and ending each June 30.
- (d) “Retiree” includes only those who meet the following criteria:
 - Anyone at least 58 years of age who is receiving a retirement allowance in accordance with Massachusetts General Laws, c.32, and who has 10 years Consecutive Service for EDCO Collaborative, or prior to July 1, 1988, Education Collaborative for Greater Boston, Inc; AND
 - i. Who is either receiving benefits from the EDCO Collaborative Retiree Health Plan as of June 30, 2021 and is listed as such on Appendix A, attached hereto and incorporated by reference, OR
 - ii. Who retires from the EDCO Collaborative at the end of the 2020-2021 school year and who subsequently is determined eligible for benefits from the EDCO Collaborative Retiree Health Plan as of June 30, 2021, and listed as a Potential Retiree on Appendix A.
- (e) “Participant” includes only Retirees as defined in subsection (d) or a Retiree’s spouse or surviving spouse who was receiving benefits under the EDCO Retiree Health Plan as of June 30, 2021 and is listed as such (or as the Spouse of a Potential Retiree) on Appendix A.

- i. Appendix A is a complete listing of all persons who meet the above requirements to be a Participant in this Plan. An individual must have been eligible under the Plan as it existed as of June 30, 2021 to be eligible to be a Participant under this restated Plan as of July 1, 2021. No one not listed in Appendix A shall be eligible to participate in this Plan.

3. Eligibility and Participation

- (a) The Plan is a frozen reimbursement only plan. No one is eligible to participate who does not meet the definition of Participant as set forth in Section 2(e) above. The Plan does not provide health or dental coverage nor does it sponsor or subscribe to any plans of insurance nor pay any premiums to any carrier. All Participants are individually responsible for enrolling themselves in an eligible Health Plan.
- (b) In order for a Retiree to be eligible to participate in the Plan:
 - i. He/she must retire as an active EDCO employee and officially retire with the appropriate Massachusetts retirement system within 120 days of retirement from EDCO.
 - ii. He/she must be enrolled in EDCO's group health plan as of June 30, 2021.
 - iii. He/she must meet the conditions of continuous service as follows:

“Continuous Service” means:

Anyone who has worked at least an average of twenty-five (25) hours per week for the EDCO Collaborative, or prior to July 1, 1988, Education Collaborative for Greater Boston, Inc., and has been continuously without a break of any kind, on the EDCO payroll. The exceptions are: a) those employees who are off the payroll due to an approved medical or FMLA leave and return to the EDCO payroll once the leave is completed; b) those employees who are off the payroll for a period up to fourteen (14) days of unpaid leave and return to the EDCO payroll; c) those employees who have been granted an authorized leave of absence and return to the EDCO payroll; and d) those employees who are employed by EDCO via a contract, whose employment is then terminated due to lack of renewal and/or funding of the contract, and then subsequently return to the EDCO payroll within three (3) years.

For those employees who have been granted an authorized leave of absence, the period of the leave of absence is not counted towards the length of time of continuous service. Similarly, for those employees who were terminated by EDCO due to the lack of renewal and/or funding of a

contract, the time off of the EDCO payroll is not counted towards the length of time of continuous service.

Unless specifically covered by one of the categories above, if an employee works for EDCO and then terminates employment with EDCO, regardless of whether the termination was at the initiation of the employee or EDCO, and then returns to be employed by EDCO, there is no credit for previous employment with EDCO towards continuous service. In such circumstances, continuous service begins with the most recent employment with EDCO.

- (c) If the Retiree is under the age of 65 and enrolled in either an HMO or PPO plan, and the Retiree's spouse is 65 or older, the Retiree's spouse may be enrolled in a Medicare Complement plan. Similarly, if the Retiree is 65 or older and enrolled in a Medicare Complement plan, the Retiree's spouse may be enrolled in an HMO or PPO plan.
- (d) Spouses and surviving spouses who are Participants receiving benefits as of June 30, 2021 are listed on Appendix A. This Plan does not provide any coverage for ex-spouses or for dependents.

4. Health Plan Enrollment and Premium Reimbursement

- (a) This Plan is a reimbursement only plan. The Participant must select, contract and pay for his or her own Health Plan and any other related costs for expenses. The Participant may then submit to this Plan, within 45 days after payment of his or her Health Plan premium, a request for premium reimbursement up to that Participant's reimbursement limits under this Plan. Requests for reimbursement must be in such form and accompanied by such proof of eligibility and payment as may be required by the Plan from time to time. Notwithstanding the foregoing, enrollment of Plan Participants eligible for Medicare is limited to a Health Plan providing only Medicare supplemental benefit coverage. Only premiums paid for a Health Plan issued by a carrier licensed to provide such benefits in the state of residence of the Participant will be eligible for reimbursement.
- (b) Health Plan premium reimbursement for eligible Participants is limited to the lower of the dollar amount or the percentage amount as set forth in Appendix A. Those columns in Appendix A represent the monthly dollar amount provided as of June 30, 2021 and the percentage cap provided as of the same date.
- (c) The Board of Directors of the EDCO Collaborative retains the right in its sole discretion to decrease or eliminate in its entirety any and all reimbursement payable hereunder or to make such other modifications it deems appropriate in its sole discretion.

5. Cessation of Participation

A Participant shall cease participation upon becoming eligible for Medicare unless the Participant enrolls in a supplemental Medicare Health Plan. Anyone becoming Medicare eligible after July 1, 2021 must enroll in a supplemental Medicare Health Plan, and the new percentage cap for premium reimbursement for said participant shall be limited to 50% and the maximum dollar amount of reimbursement shall be limited to \$233 per month. If a Participant no longer participates in an eligible Health Plan, the Participant will no longer be eligible for reimbursement.

6. Plan Administrator

This Plan and eligibility for participation and premium reimbursement shall be administered by the EDCO Collaborative, or its successor as the Plan Administrator. Duties of the Plan Administrator may be delegated to the EDCO Collaborative Board of Directors, or to such other person or persons, staff or vendor(s) including but not limited to those serving as Trustee(s) of the 501(c)(9) Trust, or those who may insure and/or administer the Plan, as EDCO Collaborative may deem appropriate in its sole discretion from time to time. The Plan Administrator or its delegates may establish such rules and procedures as are consistent with the provisions herein. The Plan Administrator shall have the sole discretion to construe and interpret the Plan and its terms and to resolve any and all ambiguities with regard to the provisions of this Plan and its decisions shall be final and binding.

7. Amendment and Termination

This Plan may be amended or terminated at any time in the sole and absolute discretion of the Board of Directors of the EDCO Collaborative, including any successor thereof,. At no time will any rights under this Plan be vested.

8. Governing Law

This Plan and the rights of all persons under this Plan shall be construed in accordance with, and under applicable provisions of, the Code and the laws of the Commonwealth of Massachusetts. This is a governmental Plan and therefore not subject to the Employee Retirement Income Security Act of 1974, as amended (“ERISA”).

9. Claims Procedure

Any and all claims under this Plan must be submitted in accordance with this Claims Procedure. This reimbursement only Plan shall only reimburse documented, eligible

premium expenses for approved Health Plan insurance coverage of Participants up to the lower of the applicable maximum amounts or percentages as set forth in Appendix A.

Any claim under this Plan shall be made to the Plan Administrator in writing and must which describes the claim clearly, and be dated and signed by the individual making the claim. Claims shall be submitted in such form and manner as may be prescribed by the Plan from time to time., and shall be accompanied by such documentation as the Plan may require including, but not limited to: evidence of eligible Health Plan insurance, a paid invoice, a cancelled check, or receipt for payment to an insurance carrier licensed to provide said Health Plan insurance in the Participant's state of residence.

In the event that any claim is not resolved to the satisfaction of the claimant within 90 days after the claim has been made (or within 120 days, if special circumstances exist requiring additional time, and if within 90 days the claimant is informed of such special circumstances and of the amount of additional time needed), the Plan Administrator shall give written notice to the claimant, giving the reasons for its decision, including specific reference to pertinent Plan provisions, a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary, and advising the claimant of the right (and the procedures to be followed) to request a review.

Within 60 days of receiving a notice of denial of a claim in whole or in part, the claimant or the claimant's duly authorized representative may request a review of the denial upon written application to the Plan Administrator, review pertinent documents, and submit issues and comments in writing to a person appointed by the Plan Administrator to review denial. A decision by the person as appointed shall be made promptly, and shall normally be made within 60 days after the request for review is submitted (or within 90 days, if special circumstances exist requiring additional time, and if within 60 days the claimant is informed of such special circumstances and of the amount of additional time needed). Such decision shall be in writing and shall include the specific reasons(s) for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.

On behalf of EDCO Collaborative

Dated: _____

By: _____

Appendix A

Reimbursement is limited to the lower of the maximum percentage contribution or the total Monthly Reimbursement Limit. As such, Participants will receive the lesser of the percentage or the dollar cap from the last column. See example at the end of this Appendix A.

No	NAME	DOB	ELIGIBILITY	<u>Medicare Eligible</u>	<u>Max Percent</u>	<u>Monthly Reimbursement Limit</u>
1		10/4/1936	Retiree	Medicare	50%	\$248.66
2		1/22/1946	Retiree	Medicare	50%	\$325.16
3		8/20/1946	Retiree	Medicare	50%	\$325.16
4		10/5/1948	Spouse	Medicare	50%	\$223.00
5		2/28/1948	Retiree	Medicare	50%	\$223.00
6		3/22/1943	Retiree and Spouse	Medicare	50%	\$367.64
7		5/21/1953	Spouse	Medicare	50%	\$223.00
8		1/23/1948	Retiree	Medicare	70%	\$348.12
9		6/25/1949	Retiree	Medicare	50%	\$248.66
10		1/7/1954	Retiree	Medicare	50%	\$293.64
11			Retiree	Medicare	50%	\$25.66
12		12/24/1941	Spouse	Medicare	50%	\$223.00
13		9/22/1946	Retiree	Medicare	50%	\$293.64
14		3/23/1942	Retiree	Medicare	50%	\$248.66
15		9/9/1949	Retiree	Medicare	50%	\$223.00
16		7/24/1940	Retiree	Medicare	50%	\$325.16
17		3/11/1944	Retiree	Medicare	50%	\$248.66
18		1/14/1947	Retiree	Medicare	50%	\$248.66
19		8/6/1942	Retiree	Medicare	50%	\$248.66
20		8/26/1933	Spouse	Medicare	50%	\$299.50
21		3/19/1932	Retiree	Medicare	50%	\$370.14
22		10/4/1948	Retiree	Medicare	50%	\$248.66
23		6/17/1939	Retiree	Medicare	50%	\$370.14
24		4/4/1934	Retiree	Medicare	50%	\$325.16
25		5/26/1944	Retiree	Medicare	50%	\$293.64
26		3/29/1943	Retiree	Medicare	50%	\$325.16
27		6/15/1945	Retiree	Medicare	50%	\$248.66
28		3/12/1960	Retiree	-	50%	\$409.52
29		5/11/1938	Spouse	Medicare	70%	\$348.12
30		9/24/1957	Retiree	-	50%	\$409.52

31		8/7/1945	Retiree	Medicare	50%	\$248.66
32		10/25/1952	Retiree	Medicare	70%	\$518.20
33		12/30/1952	Spouse	Medicare	70%	\$419.30
34			Retiree	Medicare	50%	\$70.64
35		5/23/1941	Retiree	Medicare	50%	\$325.16
36		2/7/1947	Retiree	Medicare	70%	\$348.12
37		4/21/1941	Retiree	Medicare	50%	\$325.16
38		10/5/1948	Retiree	Medicare	70%	\$348.12
39		2/27/1929	Retiree	Medicare	50%	\$325.16
40		10/23/1948	Spouse	Medicare	50%	\$223.00
41		8/23/1950	Retiree	Medicare	50%	\$293.64
42		7/1/1943	Retiree	Medicare	50%	\$223.00
43		9/5/1940	Retiree	Medicare	50%	\$325.16
44		7/28/1939	Spouse	Medicare	50%	\$299.50
45			Retiree	Medicare	70%	\$232.46
46			Retiree	Medicare	50%	\$70.64
47		10/6/1940	Retiree	Medicare	50%	\$248.66
48			Retiree	Medicare	70%	\$302.97
49		5/6/1956	Retiree	-	50%	\$477.47
50			Retiree	Medicare	50%	\$25.66
51		8/4/1961	Spouse	-	50%	\$383.86
52		7/29/1955	Retiree	Medicare	50%	\$293.64
53		6/18/1954	Retiree	Medicare	50%	\$223.00
54		2/13/1954	Spouse	Medicare	50%	\$223.00

Potential Retirees

56		7/29/1957	Potential Retiree		50%	
57		10/20/1959	Spouse		50%	

Example: if a Participant from the chart above has a monthly reimbursement limit of \$248.66, that Participant will not be reimbursed more than \$248.66 per month regardless of the cost of that Participant's Health Plan premium even if that is less than that Participant's maximum percentage cap of 50%. Likewise, that Participant with a 50% maximum percentage cap will not be able to receive more than 50% regardless of the Health Plan premium. Thus if the premium is more than \$497.32, the percentage will be less than 50% because the maximum monthly reimbursement limit has been met.