

**MISSOURI EDUCATORS' TRUST EMPLOYEE HEALTH PLAN ADDENDUM
WILLARD R-II SCHOOL DISTRICT**

THIS ADDENDUM (this "Addendum") amends the Missouri Educators' Trust Plan Document and Summary Plan Description (the "SPD") with Plan specific information for Willard R-II School District.

WHEREAS, the Missouri Educators' Trust has established a self-funded employee health and welfare benefit plan (the "Plan") to provide for the direct payment of certain health benefits to certain Willard R-II School District Employees and their eligible Dependents and as such is the fiduciary of the Plan; and

WHEREAS, Missouri Educators' Trust has determined that it shall amend such SPD so that Employer specific information maybe be more fully described herein;

NOW, THEREFORE, intending to be legally bound hereby, the Missouri Educators' Trust Employee Health Plan SPD is Amended by the addition of the following:

ELIGIBILITY

Eligible Classes of Employees. All Active and Retired Employees of the Employer.

Eligibility Requirements for Employee Coverage. A person is eligible for Employee coverage from the first day that he or she:

- (1) is a Full-Time, Active Employee of the Employer. An Employee is considered to be Full-Time if he or she normally works at least thirty (30) hours per week and is on the regular payroll of the Employer for that work.
- (2) is in a class eligible for coverage.
- (3) is an Employee that requests retirement and is approved by the School Board to become an eligible Retiree. The individual electing to continue coverage as a Retiree must be enrolled in the Plan prior to retirement. If coverage is voluntarily terminated after one year of the date of retirement, the individual can not re-enroll.

Eligible Classes of Dependents. A Dependent is any one of the following persons:

- (1) A covered Employee's Spouse.

The term "Spouse" shall mean the person of opposite sex recognized as the covered Employee's husband or wife under the laws of the state where the covered Employee lives or was married, and shall not include common law marriages. The term "Spouse" shall not include domestic partners of the same or opposite sex. The Plan Administrator may require documentation proving a legal marital relationship.

- (2) A covered Employee's Child(ren).

An Employee's "Child" includes his natural Child, stepchild, adopted Child, a Child for whom the Employee is a Legal Guardian, or a Child placed with the Employee for adoption. An Employee's Child will be an eligible Dependent until reaching the limiting age of twenty-six (26), without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the Child reaches the applicable limiting age, coverage will end on the Child's birthday.

Stepchildren may be included as long as a natural parent remains married to the Employee.

The phrase "placed for adoption" refers to a Child whom a person intends to adopt, whether or not the adoption has become final, who has not attained the age of eighteen (18) as of the date of such placement for adoption. The term "placed" means the assumption and retention by such person of a legal obligation for total or partial support of the Child in anticipation of adoption of the Child. The Child must be available for adoption and the legal process must have commenced.

- (3) Any Child of a Plan Participant who is an alternate recipient under a Qualified Medical Child Support Order shall be considered as having a right to Dependent coverage under this Plan. A Participant of this Plan may obtain, without charge, a copy of the procedures governing Qualified Medical Child Support Order (QMCSO) determinations from the Plan Administrator.

When a Qualified Dependent reaches the applicable limiting age, coverage will end on the Qualified Dependent's birthday.

- (4) A covered Dependent Child who reaches the limiting age and is Totally Disabled, incapable of self-sustaining employment by reason of mental or physical handicap, primarily dependent upon the covered Employee for support and maintenance and unmarried. The Plan Administrator may require, at reasonable intervals, continuing proof of the Total Disability and dependency.

The Plan Administrator reserves the right to have such Dependent examined by a Physician of the Plan Administrator's choice, at the Plan's expense, to determine the existence of such incapacity.

The Plan Administrator may require documentation proving eligibility for Dependent coverage, including birth certificates, tax records or initiation of legal proceedings severing parental rights.

These persons are excluded as Dependents: other individuals living in the covered Employee's home, but who are not eligible as defined; the legally separated or divorced former Spouse of the Employee; any person who is on active duty in any military service of any country; Foster Children; grandchildren; or any person who is covered under the Plan as an Employee.

If a person covered under this Plan changes status from Employee to Dependent or Dependent to Employee, and the person is covered continuously under this Plan before, during and after the change in status, credit will be given for Deductibles and all amounts applied to maximums.

If both mother and father are Employees, their Children will be covered as Dependents of the mother or father, but not of both. If both husband and wife are Employees, each may enroll as an Employee or as an eligible Dependent of the other, but not as both.

Eligibility Requirements for Dependent Coverage. A family member of an Employee will become eligible for Dependent coverage on the first day that the Employee is eligible for Employee coverage and the family member satisfies the requirements for Dependent coverage.

At any time, the Plan may require proof that a Spouse or a Child qualifies or continues to qualify as a Dependent as defined by this Plan.

ENROLLMENT

Enrollment Requirements. An Employee must enroll for coverage by filling out and signing an enrollment application along with the appropriate payroll deduction authorization. The covered Employee is required to enroll for Dependent coverage also.

Enrollment Requirements for Newborn Children.

A newborn Child of a covered Employee, regardless of whether or not the Employee has family coverage, is automatically covered for forty-eight (48) hours for natural birth and ninety-six (96) hours for Caesarean section under the mother's plan. There is no separate Deductible for the newborn for routine delivery and nursery charges. If the newborn Child is not enrolled in this Plan on a timely basis, as defined in the Section "Timely Enrollment" following this Section, there will be no further payment from the Plan and the parents will be responsible for all other costs.

If the Child is required to be enrolled and is not enrolled within thirty-one (31) days of birth, the enrollment will be considered a Late Enrollment.

EFFECTIVE DATE

Effective Date of Employee Coverage. An Employee, including those hired on the 1st day of the month, will be covered under this Plan as of the first day of the calendar month following the date that the Employee satisfies all of the following:

- (1) The Eligibility Requirement.
- (2) The Active Employee Requirement.
- (3) The Enrollment Requirements of the Plan.

Active Employee Requirement.

An Employee must be an Active Employee (as defined by this Plan) for this coverage to take effect.

Effective Date of Dependent Coverage. A Dependent's coverage will take effect on the day that the Eligibility Requirements are met; the Employee is covered under the Plan; and all Enrollment Requirements are met.

TERMINATION OF COVERAGE

For Plan Years that begin before January 1, 2014, Plan Participants who lose coverage under the Plan will receive a certificate that will show the period of Creditable Coverage under this Plan. The Plan maintains written procedures that explain how to request this certificate.

The Employer or Plan has the right to rescind any coverage of the Employee and/or Dependents for cause, making a fraudulent claim or an intentional material misrepresentation in applying for or obtaining coverage, or obtaining benefits under the Plan. The Employer or Plan may either void coverage for the Employee and/or covered Dependents for the period of time coverage was in effect, may terminate coverage as of a date to be determined at the Plan's discretion, or may immediately terminate coverage. If coverage is to be terminated or voided retroactively for fraud or misrepresentation, the Plan will provide at least thirty (30) days' advance written notice of such action. The Employer will refund all contributions paid for any coverage rescinded; however, claims paid will be offset from this amount. The Employer reserves the right to collect additional monies if claims are paid in excess of the Employee's and/or Dependent's paid contributions.

When Employee Coverage Terminates. Employee coverage will terminate on the earliest of these dates (except in certain circumstances, a covered Employee may be eligible for COBRA continuation coverage. For a complete explanation of when COBRA continuation coverage is available, what conditions apply and how to select it, see the Section entitled Continuation Coverage Rights Under COBRA):

- (1) The date the Plan is terminated.
- (2) The last day of the calendar month in which the covered Employee ceases to be in one of the Eligible Classes. This includes death or termination of Active Employment of the covered Employee. (See the Section entitled Continuation Coverage Rights Under COBRA.) It also includes an Employee on disability, leave of absence or other leave of absence, unless the Plan specifically provides for continuation during these periods.
- (3) The end of the period for which the required contribution has been paid if the charge for the next period is not paid when due.
- (4) If an Employee commits fraud, makes an intentional misrepresentation of material fact in applying for or obtaining coverage, or obtaining benefits under the Plan, or fails to notify the Plan Administrator that he or she has become ineligible for coverage, then the Employer or Plan may either void coverage for the Employee and covered Dependents for the period of time coverage was in effect, may terminate coverage as of a date to be determined at the Plan's discretion, or may immediately terminate coverage. If coverage is to be terminated or voided retroactively for fraud or misrepresentation, the Plan will provide at least thirty (30) days' advance written notice of such action.

- (5) If an Employee misuses the Plan Identification Card or allows persons other than the one specifically named on the ID card to attempt to obtain benefits, then coverage will be terminated for the Employee and covered Dependents upon thirty (30) days written notice from the Plan.
- (6) If a Network Provider, after Plan's reasonable efforts to provide this opportunity to the Employee, is unable to establish and maintain a satisfactory Provider-patient relationship with an Employee, Plan may terminate the coverage of the Employee and all other family members covered on that same policy. This can be done with thirty (30) days written notice to the Employee. Repeatedly seeking and receiving services that are not Medically Necessary as determined by the Plan and the Provider in question shall also be considered the inability to establish and maintain a satisfactory Provider-patient relationship.

Continuation During Periods of Employer-Certified Disability, Leave of Absence or Layoff. A person may remain eligible for a limited time if Active, Full-Time work ceases due to disability, leave of absence or layoff. This continuance will end as follows:

For disability leave and leave of absence only: See Continuation During Family and Medical Leave.

For layoff only: See CONTINUATION COVERAGE RIGHTS UNDER COBRA.

While continued, coverage will be that which was in force on the last day worked as an Active Employee. However, if benefits reduce for others in the class, they will also reduce for the continued person.

Continuation During Family and Medical Leave. Regardless of the established leave policies mentioned above, this Plan shall at all times comply with the Family and Medical Leave Act of 1993 as promulgated in regulations issued by the Department of Labor.

During any leave taken under the Family and Medical Leave Act, the Employer will maintain coverage under this Plan on the same conditions as coverage would have been provided if the covered Employee had been continuously employed during the entire leave period.

If Plan coverage terminates during the FMLA leave, coverage will be reinstated for the Employee and his or her covered Dependents if the Employee returns to work in accordance with the terms of the FMLA leave. Coverage will be reinstated only if the person(s) had coverage under this Plan when the FMLA leave started, and will be reinstated to the same extent that it was in force when that coverage terminated.

Rehiring a Terminated Employee. A terminated Employee who is rehired will be treated as a new hire and be required to satisfy all Eligibility and Enrollment requirements. However, if the Employee is returning to work directly from COBRA coverage, this Employee does not have to satisfy any employment Waiting Period.

Employees on Military Leave. Employees going into or returning from military service may elect to continue Plan coverage as mandated by the Uniformed Services Employment and Reemployment Rights Act (USERRA) under the following circumstances. These rights apply only to Employees and their Dependents covered under the Plan immediately before leaving for military service.

- (1) The maximum period of coverage of a person and the person's Dependents under such an election shall be the lesser of:
 - (a) The twenty-four (24) month period beginning on the date on which the person's absence begins; or
 - (b) The day after the date on which the person was required to apply for or return to a position of employment and fails to do so.
- (2) A person who elects to continue health Plan coverage must pay up to 102% of the full contribution under the Plan, except a person on active duty for thirty (30) days or less cannot be required to pay more than the Employee's share, if any, for the coverage.
- (3) An exclusion or Waiting Period may not be imposed in connection with the reinstatement of coverage upon reemployment if one would not have been imposed had coverage not been terminated because of service.

However, an exclusion or Waiting Period may be imposed for coverage of any Illness or Injury determined by the Secretary of Veterans Affairs to have been incurred in, or aggravated during, the performance of uniformed service.

If the Employee wishes to elect this coverage or obtain more detailed information, contact the Plan Administrator. The Employee may also have continuation rights under COBRA. In general, the Employee must meet the same requirements for electing USERRA coverage as are required under COBRA continuation coverage requirements. Coverage elected under these circumstances is concurrent not cumulative. The Employee may elect USERRA continuation coverage for the Employee and their Dependents. Only the Employee has election rights. Dependents do not have any independent right to elect USERRA health plan continuation.

When Dependent Coverage Terminates. A Dependent's coverage will terminate on the earliest of these dates (except in certain circumstances, a covered Dependent may be eligible for COBRA continuation coverage. For a complete explanation of when COBRA continuation coverage is available, what conditions apply and how to select it, see the Section entitled Continuation Coverage Rights Under COBRA):

- (1) The date the Plan or Dependent coverage under the Plan is terminated.
- (2) The date that the Employee's coverage under the Plan terminates for any reason including death. (See the Section entitled Continuation Coverage Rights Under COBRA.)
- (3) The last day of the calendar month a covered Spouse loses coverage due to loss of eligibility status. (See the Section entitled Continuation Coverage Rights Under COBRA.)
- (4) Coverage will end on the day on which the Qualified Dependent ceases to meet the applicable eligibility requirements, such as reaching the maximum age to be eligible for Dependent coverage under the Plan. (See the Section entitled Continuation Coverage Rights Under COBRA.)
- (5) Coverage will end on the day on which the Child ceases to meet the applicable eligibility requirements, such as reaching the maximum age to be eligible for Dependent coverage under the Plan. (See the Section entitled Continuation Coverage Rights Under COBRA.)
- (6) The end of the period for which the required contribution has been paid if the charge for the next period is not paid when due.
- (7) If a Dependent commits fraud or makes an intentional misrepresentation of material fact in applying for or obtaining coverage, or obtaining benefits under the Plan, or fails to notify the Plan Administrator that he or she has become ineligible for coverage, then the Employer or Plan may either void coverage for the Dependent for the period of time coverage was in effect, may terminate coverage as of a date to be determined at the Plan's discretion, or may immediately terminate coverage. If coverage is to be terminated or voided retroactively for fraud or misrepresentation, the Plan will provide at least thirty (30) days' advance written notice of such action.
- (8) If a Dependent misuses the Plan Identification Card or allows persons other than the one specifically named on the ID card to attempt to obtain benefits, then coverage will be terminated for the Dependent upon thirty (30) days written notice from the Plan.
- (9) If a Network Provider, after Plan's reasonable efforts to provide this opportunity to the Dependent, is unable to establish and maintain a satisfactory Provider-patient relationship with a Dependent, Plan may terminate the coverage of Dependent. This can be done with thirty (30) days written notice to the Dependent. Repeatedly seeking and receiving services that are not Medically Necessary as determined by the Plan and the Provider in question shall also be considered the inability to establish and maintain a satisfactory Provider-patient relationship.

COBRA NOTICE PROCEDURES

Under federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), certain Employees and their families covered under Missouri Educators' Trust Employee Health Plan (the Plan) will be entitled to the opportunity to

elect a temporary extension of health coverage (called "COBRA continuation coverage") where coverage under the Plan would otherwise end. This notice is intended to inform Plan Participants and beneficiaries, in summary fashion, of their rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law.

The Plan Administrator is Missouri Educators' Trust. COBRA continuation coverage for the Plan is administered by Ameriflex, 700 East Gate Drive, Suite 510, Mount Laurel, NJ 05054, (888) 868-3539. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator or its designee to Plan Participants who become Qualified Beneficiaries under COBRA.

NOTICE PROCEDURES:

Any notice that You provide must be ***in writing***. Oral notice, including notice by telephone, is not acceptable. You must mail, fax or hand-deliver Your notice to the person, department or firm listed below, at the following address:

Ameriflex
700 East Gate Drive, Suite 510
Mount Laurel, NJ 05054

If mailed, Your notice must be postmarked no later than the last day of the required notice period. Any notice You provide must state:

- the **name of the plan or plans** under which You lost or are losing coverage,
- the **name and address of the Employee** covered under the plan,
- the **name(s) and address(es) of the Qualified Beneficiary(ies)**, and
- the **Qualifying Event** and the **date** it happened.

If the Qualifying Event is a **divorce or legal separation**, Your notice must include **a copy of the divorce decree or the legal separation agreement**.

Be aware that there are other notice requirements in other contexts, for example, in order to qualify for a disability extension.

Once the Plan Administrator or its designee receives ***timely notice*** that a Qualifying Event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each Qualified Beneficiary will have an independent right to elect COBRA continuation coverage. Covered Employees may elect COBRA continuation coverage for their Spouses, and parents may elect COBRA continuation coverage on behalf of their Children. For each Qualified Beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that plan coverage would otherwise have been lost. If You or Your Spouse or Dependent Children do not elect continuation coverage within the 60-day election period described above, the right to elect continuation coverage will be lost.

OPEN ENROLLMENT

The Open Enrollment Period runs June 1st through June 30th of each year. During the annual Open Enrollment Period, covered Employees and their covered Dependents will be able to change some of their benefit decisions based on which benefits and coverages are right for them and Employees and their Dependents who are Late Enrollees will be able to enroll in the Plan.

Benefit choices made during the Open Enrollment Period will become effective July 1st and remain in effect until the next July 1st unless there is a Special Enrollment event or a change in family status during the year (birth, death, marriage, divorce, adoption) or loss of coverage due to loss of a Spouse's employment. To the extent previously satisfied, coverage Waiting Periods will be considered satisfied when changing from one benefit option under the Plan to another benefit option under the Plan.

Plan Participants will receive detailed information regarding open enrollment from their Employer.

DEFINED TERMS

Benefit Year is January through December.

Contract Year is July through June.

CARRYOVER OF DEDUCTIBLE

The fourth-quarter Deductible expenses incurred in a Calendar Year will be applied (or “carried over”) to the next Calendar Year.

SPECIAL BENEFITS FOR SCHOOL BUS DRIVERS

The Annual Physical Exam for School Bus Drivers benefit includes coverage for one (1) routine physical examination per Calendar Year for school bus drivers in order to certify that he/she is physically qualified to operate a school bus.

Physical examinations for school bus drivers are covered as follows:

Network Providers:

Applicable Copayment per visit to PCP
Applicable Copayment per visit to Specialist

Non-Network Providers:

Applicable Coinsurance after Deductible

EMPLOYER INFORMATION

Willard R-II School District
500 E Kime Street
Willard, MO 65781

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