

BOWDOIN COLLEGE
DEPENDENT CARE REIMBURSEMENT PLAN

(Revised as of January 1, 2018)

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(ii) if such care is provided by a Dependent Care Center, be provided by a Center that complies with all applicable laws and regulations of a state or unit of local government.

Dependent Care Expenses shall not include amounts paid or incurred to an individual with respect to whom the Participant or his or her spouse is entitled to claim a personal exemption on his or her federal income tax return or who is a child of the Participant under the age of nineteen (19) at the close of the Participant's taxable year.

1.6 "Earned Income" means (a) wages, salaries, tips and other employee compensation and (b) net earnings from self-employment, but shall not include any amounts paid or incurred by an Employer for dependent care assistance to an Employee, amounts received as a pension or annuity, unemployment compensation, or workers' compensation.

1.7 "Eligible Employee" means an Employee who is eligible to participate in the Plan as provided in Section 2.1.

1.8 "Employee" means any individual who is employed by an Employer, excluding any person who is covered by a collective bargaining agreement between an Employer and a bargaining unit of employees unless coverage under this Plan is provided for under the collective bargaining agreement. The determination of an individual's employment status for all purposes under the Plan shall be made by the Employer in accordance with its standard classifications and employment practices, which shall be nondiscriminatorily applied and communicated to its Employees and without regard to the classification or reclassification of the individual by any other party.

1.9 "Employer" means Bowdoin College.

1.10 "ERISA" means the Employee Retirement Income Security Act of 1974, as it may be amended from time to time, and any regulations issued thereunder, to the extent that ERISA and the regulations affect this Plan.

1.11 "Participant" means an Eligible Employee who participates in the Plan as provided in Section 3.1.

1.12 "Plan" means the Bowdoin College Dependent Care Reimbursement Plan, as amended and restated effective January 1, 2018.

1.13 "Plan Administrator" means the person or persons appointed in accordance with Section 5.1.

1.14 "Plan Year" means the twelve (12) consecutive month period beginning January 1, and ending December 31.

In the event that a Participant's participation in the Plan ceases, he or she shall not be entitled to make any additional contributions to the Plan, but he or she shall continue to ~~be~~ entitled to reimbursement for Dependent Care Expenses in accordance with Section 4.1 during the remainder of the Plan Year in which such termination occurs, up to the maximum amount in his or her account in accordance with Section 4.2. All claims for reimbursement of Dependent Care Expenses must be submitted to the Contract Administrator within ninety (90) days after the close of the Plan Year in which the Dependent Care Expenses were incurred.

2.4 Reinstatement of Former Participant. If a former Participant ceased participation in the Plan either because he or she ceased employment as an Eligible Employee or because he or she failed to pay required contributions, and returns to employment as an Eligible Employee during the same Plan Year in which he or she ~~previously~~ ceased to be a Participant, then the former Participant shall not be eligible to recommence participation and file a new benefit election until the Plan Year subsequent to the Plan Year in which he or she ceased to be a Participant, and then only if he or she is otherwise eligible to become a Participant and file a benefit election at such time (in which case, such former Participant shall be treated as if he or she was filing an initial election). Notwithstanding the foregoing, a Participant may recommence participation during the Plan Year in which he or she ceased to be a Participant where and to the extent that a status change described in Section 3.2 is permitted.

(a) Status Changes A Participant may make a benefit election change during a Plan Year upon the occurrence of one of the following events, provided the benefit election change is consistent with the Status Change:

- (i) an event that changes the Participant's legal marital status, including marriage, death of a spouse, legal separation or annulment;
- (ii) an event that changes the number of the Participant's Dependents including birth, adoption, placement for adoption, or death of a Depende
- (iii) one of the following events that changes the employment status of the Participant or his or her spouse or Dependent: a termination or commencement of employment, a strike or lockout, a commencement of or return from an unpaid leave of absence, and a change in worksite or that results in the Participant or his or her spouse or Dependent becoming or ceasing to be eligible for coverage under this Plan or a Family Member Plan of the affected individual's employer due to eligibility requirements based on employment status;
- (iv) there is a change in the place of residence of the Participant or his or her spouse or Dependent;
- (v) an event that causes an individual to satisfy or cease to satisfy the requirements for coverage as a Dependent under the Plan; or
- (vi) any other event that the Plan Administrator determines will permit a change of an election during a Plan Year, consistent with regulations and rulings issued by the Internal Revenue Service pursuant to Code Section 125.

Any change must be made within 30 days after the date of the status change described above.

A benefit election change is consistent with a status change if it is made on account of and corresponds with the Status Change that affects eligibility for coverage under the Plan.

(b) Significant Cost Changes A Participant may make a benefit election change with respect to this Plan during a Plan Year as a result of changes in cost as provided below:

- (i) If a Participant's cost for Dependent Care Expenses significantly increases or significantly decreases during a Plan Year, then the Participant may make a corresponding benefit election change.
- (ii) For purposes of this subsection (b), a cost increase or decrease refers to an increase or decrease in the amount the Participant is required to pay a dependent care provider.

maximum amount of reimbursement to which a Participant shall be entitled to exclude from gross income in any Plan Year shall not exceed the lesser of:

(i) the amount contributed to his or her dependent care reimbursement account during such Plan Year in accordance with Section 4.3; or

(ii) if the Participant is not married at the close of the Plan Year, his or her Earned Income for such year; or

(iii) if the Participant is married at the close of the Plan Year, his or her Earned Income or the Earned Income of his or her spouse, whichever is lower, for such year. In the case of a spouse who for any month is a Student or is physically or mentally incapable of caring for himself or herself, such spouse shall be deemed to be gainfully employed and to have Earned Income for such month of not less than the following:

(A) Two Hundred Fifty Dollars (\$250.00) if there is one Qualifying Individual for whom the Participant incurs Dependent Care Expenses; or

(B) Five Hundred Dollars (\$500.00) if there is more than one Qualifying Individual for whom the Participant incurs Dependent Care Expenses.

(b) A Participant who is legally separated from his or her spouse under a decree of divorce or separate maintenance shall not be considered married. A Participant who is married shall not be considered married for a Plan Year if the Participant's spouse is not a member of the household at any time during the last six (6) months of such year, and he or she meets the following conditions:

(i) files a separate federal income tax return for such year;

(ii) maintains as his or her home a household which constitutes for more than one-half ($\frac{1}{2}$) of such year the principal place of abode of a Qualifying Individual; and

(iii) furnishes over one-half ($\frac{1}{2}$) of the cost of maintaining the household for such year.

A Participant shall be considered to be maintaining a household for a taxable year (or shorter period) only if he or she (and his or her spouse if the Participant is married) furnishes over one-half ($\frac{1}{2}$) of the cost incurred to maintain the household for such period, and the household is the principal place of abode of the Participant and the Qualifying Individual with respect to whom Dependent Care Expenses were incurred for such period.

4.3 Employer Contributions. By returning a benefit election form to the Plan Administrator as required under Section 3.1, an Eligible Employee shall authorize his or her Employer to withhold each payroll period from his or her Unearned Compensation such amounts as are necessary to provide the level of reimbursement elected. The Employer shall promptly allocate such amounts to the dependent care reimbursement account. The Employer shall account separately for any amounts withheld, however, all allocations shall be the property of the Employer until reimbursement is made in accordance with Section 4.1.

4.4 Unused Contributions or Benefits. If at the end of any Plan Year it is determined that the amount of Employer contributions (withheld Unearned Compensation) on behalf of all Participants exceeds Dependent Care Expenses incurred with respect to all Participants for such Plan Year and reasonable administrative costs for such Plan Year, then the excess shall be forfeited to the Employer and used to defray applicable administrative expenses. A Participant's unused Employer contributions or benefits may not be carried over to provide benefits to such Participant in a subsequent Plan Year.

4.5 Benefits Solely From General Assets. The reimbursement of Dependent Care Expenses shall be made solely from the general assets of the Employer. Nothing herein shall be construed to require an Employer or the Plan Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or any other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of an Employer from which any payment under the Plan may be made.

ARTICLE V Administration

5.1 Appointment. The Employer may appoint a person or persons to administer the Plan. If more than one (1) person is appointed, they shall be known as the Administrative Committee. Any Administrative Committee shall act by a majority of its members at a meeting or in writing without a meeting. Any member may participate in a meeting by means of a conference telephone or similar communications equipment, provided that all persons participating in the meeting can hear each other. If an Administrative Committee is appointed, all references in the Plan to the Plan Administrator shall be deemed to refer to the Administrative Committee. In the event that a Plan Administrator is not appointed pursuant to this Section 5.1, then the Director of Human Resources of the Employer shall be the Plan Administrator.

5.2 Resignation and Removal. The Plan Administrator, or any member of the Administrative Committee, may resign at any time by delivering to the Employer a written notice of resignation to take effect not less than thirty (30) days after the date thereof, unless such notice shall, in writing, be waived by the Employer. The Plan Administrator or any member of the Administrative Committee shall serve at the pleasure of the Employer and may be removed by delivery of written notice of removal, to take effect at a date specified therein. Upon receipt of a written notice of resignation or delivery of a written notice of removal, the Employer shall appoint a successor. In the event the Employer fails to appoint a successor Plan Administrator, the Employer shall serve as the Plan Administrator until a successor Plan Administrator has been

5.5 Delegation of Duties. The Plan Administrator may delegate to any Employee or Employees, or any Contract Administrator or other related or unrelated party, severally or jointly, the authority to perform any act in connection with the administration of the Plan.

5.6 Records. The Plan Administrator shall maintain all records necessary for administering the Plan and complying with the reporting and disclosure requirements of the Code and ERISA.

5.7 Reporting. The PI

5.14 Fiduciary Duties. The Plan Administrator may designate in writing a person or persons to carry out fiduciary responsibilities, and a fiduciary may serve in more than one fiduciary capacity. Each fiduciary shall discharge its duties under the Plan solely in the interest of the Participants and their beneficiaries and:

(a) for the exclusive purpose of (i) providing benefits to Participants and their beneficiaries, and (ii) defraying reasonable expenses of administering the Plan; and

(b) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

5.15 Indemnification. The Employer shall indemnify and defend, to the fullest extent permitted by law, the Plan Administrator (including any person who formerly served as a Plan Administrator) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission was in good faith.

ARTICLE VI Claims Procedure

6.1 Filing Claims. All claims for benefits under the Plan shall be processed by the Contract Administrator. A Participant shall file a claim under the Plan by submitting a reimbursement request to the Contract Administrator in accordance with the Summary Plan Description for the Bowdoin College Dependent Care Reimbursement Plan. All claims for reimbursement of Dependent Care Expenses must be submitted to the Contract Administrator within ninety (90) days after the close of the Plan Year in which the Dependent Care Expenses were incurred.

6.2 Denial of Claim. If a claim is wholly or partially denied, the Contract Administrator shall furnish the claimant with written or electronic notification of the adverse benefit determination. Any electronic notification shall comply with the standards imposed by 29 C.F.R. § 2520.104(b)(1)(c)(1)(i), (iii) and (iv). The notification shall set forth the following in a manner calculated to be understood by the claimant:

(a) the specific reason or reasons for the denial;

(b) specific reference to pertinent Plan provisions on which the denial is based;

(c) a description of any additional material or information necessary for the claim to be approved and an explanation of why such material or information is necessary; and

(d) a description of the Plan's procedures for review of an adverse benefit determination and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review.

The notice will be furnished to the claimant within ninety (90) days after receiving a claim, unless special circumstances require an extension of time for processing the claim. If an extension is necessary, the Contract Administrator prior to the termination of the initial ninety (90) day period, furnish the claimant with written notice indicating the special circumstances requiring an extension and the date by which the Contract Administrator expects to render a decision. In no event shall an extension exceed a period of ninety (90) days from the end of the initial ninety (90) day period.

6.3 Appeal of Denied Claim. A claimant or his or her authorized representative may request the Contract Administrator to review a denied claim. Such request shall be in writing and must be delivered to the Contract Administrator within sixty (60) days after the claimant receives written notification of the denial. A claimant or his or her duly authorized representative:

(a) may submit to the Contract Administrator written comments, documents, records, and other information relating to the claim, lav (nf)34 (r)3 hmc (c)6 (t0,)2.1(t0,)2.1(t0,)2.1

(ii) specific reference to pertinent Plan provisions on which the denial is based;

(iii) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all document, records and other information relevant to the claimant's claim for benefits; and

(iv) a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA.

(b) The Contract Administrator shall notify the Plan Administrator of a proposed final decision on review at least ten (10) days prior to furnishing a claimant with a final decision In the eve (la)6-ellnlstaTd [((s)1 (.15 Td)2 (e)6 0 Td [(w (ni) (n)2 (io)2 (n)]TJ h)

BOWDOIN COLLEGE

By 

Its Senior Vice President for Finance and Administration
& Treasurer

Date: 2/6/18

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