

**AMENDMENT NO. 11**  
**to the**  
**RESTATED RETIREE MEDICAL EXPENSE REIMBURSEMENT PLAN**  
**OF THE**  
**COMMUNITY COLLEGE EMPLOYEES BENEFIT TRUST**

The Board of Trustees of the Community College Employees Benefit Trust does hereby amend the “Second Restated Retiree Medical Expense Reimbursement Plan of the Community College Employees Benefit Trust, restated effective August 1, 2015, (6/26/15 Dr. and *incl. Am. 1-10*),” and as amended thereafter, effective July 1, 2016.

1. **Definition of Beneficiary.** Section 1.3 is revised to remove Domestic Partners from the definition of Beneficiary, as follows:

“**Beneficiary**” means an Eligible Retiree, his or her lawful spouse, and the Eligible Retiree’s Children; and an Eligible Retiree’s Surviving Spouse, and the Eligible Retiree’s Surviving Children.”

2. **Remove Domestic Partner Beneficiaries from Plan.** Section 1.11, defining “Domestic Partner,” is deleted in its entirety and all references to “Domestic Partner” or “Surviving Domestic Partner” throughout the Plan are deleted wherever they occur. Old Sections 1.12 through 1.24, “Eligible Retiree” through “Trust Office,” are renumbered as Sections 1.11 through 1.23 respectively and any references to those Section numbers throughout the Plan are adjusted accordingly.

3. **Remove Domestic Partner from Surviving Spouse Definition.** Newly renumbered Section 1.19 “Surviving Spouse” is deleted and revised to read as follows:

“**1.19 “Surviving Spouse”** means the lawful spouse of an Eligible Retiree who has been in that lawful spouse status for at least twelve (12) months on the date of death of the Eligible Retiree.”

4. **Active Service Requirement for Eligibility.** Section 2.1(a)(3) is deleted and revised to read as follows:

“(3) The Employee has earned five (5) years of Active Service, if hired before July 1, 2014, or ten (10) years of Active Service, if hired on or after July 1, 2014; and”

5. **Eligibility as Limited Beneficiary.** Section 2.1(b) is deleted and revised to read as follows:

“(b) **Eligibility as a Limited Beneficiary: Benefits for Short Service.** Effective October 1, 2008, an Employee whose termination, resignation, or retirement is accepted by the College Board of Trustees prior to earning the applicable minimum years of Active Service, required by Section 2.1(a)(3) above, shall become a Limited Beneficiary eligible for benefits described under Section 3.5 below. Such a Limited Beneficiary cannot elect to self-pay contributions to the Trust Fund in order to obtain benefits under Section 3.2 hereof, with the exception of Employee self-pay contributions under Section 2.2 (b). A Surviving Spouse, Surviving Domestic Partner or surviving Child of an Employee who dies prior to meeting all of his or her applicable eligibility requirements for a Regular Beneficiary under Section 2.1(a) above shall also be a Limited Beneficiary eligible for benefits described in Section 3.5 below.”

6. **Benefit Levels for Regular Beneficiaries.** Subsection 3.2(b)(1) is deleted and revised to read as follows:
- “(1) **Graduated Benefit Levels.**
- a) A Regular Beneficiary hired before July 1, 2014, with 5 years of Active Service shall receive 50% of the monthly Benefit Amount;
  - b) A Regular Beneficiary hired on or after July 1, 2014, with 10 years of Active Service shall receive 62.5% of the monthly Benefit Amount.
  - c) A Regular Beneficiary with more than the applicable minimum years of Active Service under Section 2.1(a)(3) hereof shall receive an additional 2.5% of the monthly Benefit Amount for each additional full year of Active Service above the minimum.
  - d) There is no maximum benefit level, i.e., a Regular Beneficiary’s benefit level may be more than the monthly Benefit Amount if the Regular Beneficiary has more than 25 years of Active Service.”
7. **Benefit Level for Domestic Partners.** Subsection 3.2(e) is deleted in its entirety and old Subsection 3.2(f) is renumbered as Subsection 3.2(e) and any references to those Subsection numbers throughout the Plan are adjusted accordingly.
8. **Commencement of Benefits for Surviving Spouses.** Subsection 3.3(b), the reference to Section 2.1(b) is corrected by deleting the reference and replacing it with a reference to Section 2.1(a)(2).
9. **Benefit Claim Procedure.** Subsection 3.6(c) is deleted and revised to read as follows:
- “(c) If the Trust Office grants coverage on the Beneficiary’s claim, all Plan benefits are personal to the Beneficiary and payable only to the Beneficiary, except as provided in subsection 3.6(f), regarding Beneficiary deemed to be incompetent. If the Trust Office denies coverage, in whole or part, on the Beneficiary’s claim or the Plan takes other action adverse to the Beneficiary, the Beneficiary may appeal the denial of coverage or any other adverse determination of the Plan, by taking action pursuant to Section 4.3 hereof.”
10. Under **Benefit Claim Procedure**, Subsection 3.6(f) is deleted and revised to read as follows:
- “(f) If a Beneficiary is deemed to be incompetent by a lawful judicial forum, then the Trust Office may pay any benefit claims payment to the person that the judicial forum has appointed as the Beneficiary’s representative. The Trustees shall not be under any duty to oversee the application of funds so paid, and receipt by the Beneficiary’s representative shall be full acquittance to the Trustees, the Trust Office, and the Plan.”
11. **Protection of Benefits.** A new Section 3.7, “Prohibition of Assignment and Protection from Creditors,” is inserted as follows:
- “**3.7 Prohibition of Assignment and Protection from Creditors.**
- (a) **No Assignment or Encumbrance of Benefits.** No benefit payment under this Plan shall be subject in any way to assignment, alienation, sale, transfer, pledge, attachment, garnishment, or encumbrance of any kind. Any attempt by the

Employee or Beneficiary, or any other person or entity, to assign, alienate, sell, transfer, pledge, attach, garnish, or encumber the benefits or monies due from this Plan, whether for current or future benefits, shall be void. The Plan shall not honor any direct or indirect arrangement, whether revocable or irrevocable, whereby a person or entity acquires or receives from an Employee or Beneficiary any right or interest under this Plan for part or all of the Employee's or Beneficiary's current or future benefit payments. Any such arrangement shall be void under this Plan.

- (b) No Assignment of Rights under Law. Any attempt by the Employee or Beneficiary, or any other person or entity, to assign, alienate, sell, transfer, pledge, attach, garnish or encumber the Employee's or Beneficiary's rights under this Plan shall be void, including, but not limited to, the right to bring any action in court, file a lawsuit or appeal a coverage determination, the right to enforce rights or eligibility under the Plan, the right to benefits or eligibility under the Plan, the right to clarify rights to future benefits or eligibility under the Plan, and the right to request copies of Plan documents or annual reports. The Plan shall not honor any direct or indirect arrangement, whether revocable or irrevocable, whereby a person or entity acquires or receives from an Employee or Beneficiary any such right. Any such arrangement shall be void under this Plan.
- (c) Protection of Benefits from Creditors. The Plan and Fund are exempt from all claims from creditors or other claimants and from all orders, decrees, garnishments, executions, and legal processes or proceedings, except in connection with qualified medical child support orders or qualified domestic relations orders."

12. Positions Qualified for Participation. Appendix B Sections 1(a) and 2(e) are revised to read as follows in order to clarify that certain full time faculty positions are qualified for participation in the Plan although their position may be as a long term temporary employee:

"(a) **Full Time Faculty**, including long term "Categorically Funded" faculty members, as defined in California Education Code Section 87470, employed by the College on or after March 1, 2016."

"(e) **Long Term Temporary Employee Not Specifically Included in Section 1 of this Appendix.** Individual hired under California Education Code Sections 87478, 87480, 87481, 87482, or 87482.5, and not a long term "Categorically Funded" faculty member, as defined in California Education Code Section 87470 (included in Section 1(a) of this Appendix)."

This Plan Amendment was adopted on the 11<sup>th</sup> day of March 2016, and shall be effective July 1, 2016.

**For the BOARD OF TRUSTEES  
COMMUNITY COLLEGE EMPLOYEES BENEFIT TRUST**

  
Trustee

  
Trustee