

Summary Plan Description

NFL PLAYER TUITION ASSISTANCE PLAN



NFL Player Tuition Assistance Plan

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Dear NFL Player,

This booklet summarizes the terms of the NFL Player Tuition Assistance Plan ("Plan") in effect since April 1, 2018. The Plan is currently maintained pursuant to the August 4, 2011 Collective Bargaining Agreement ("CBA") between the National Football League Players Association ("NFLPA") and the National Football League Management Council ("Management Council" and, together with the NFLPA, the "Parties"). The purpose of this Plan is to encourage you to continue your education at a college or, if eligible, a trade school, and assist you in pursuing a second career after football.

This booklet describes the main features of the Plan and explains how you qualify and apply for tuition assistance, the amount of tuition assistance available, and when tuition assistance is paid. Note that Players currently under contract to play football in the NFL (and may include Players that have received injury settlements if treated as being on the Active List, Inactive List, or Reserve/Injured List for the relevant games) with one or more Credited Seasons, and former Players with at least two Credited Seasons, at least one of which is for the 2012 or later Season, may be entitled to tuition assistance, though the Benefit may differ depending on Player's specific circumstances. Additional criteria may be needed to participate in a Business Management Program (a non-degree program offered at a college or university approved for reimbursement). Eligibility rules are described in more detail in this booklet. Not all educational institutions qualify, not all courses at an approved institution qualify, and not every education-related expense qualifies.

Please read this booklet carefully, and keep it with your permanent records.

This booklet summarizes the Plan in everyday language and is not a substitute for the official Plan Document. In the event of a conflict, the Plan Document will be followed. If you would like to review the official Plan Document, or have any questions about the Plan, please contact the Administrator at the above address.

Sincerely, NFL Management Council

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Introduction

What Is the Purpose of the Plan?

The purpose of the NFL Player Tuition Plan ("Plan") is to assist Players currently under contract with an NFL Club ("Active Player"), and eligible former Players ("Former Player"), to continue their education at colleges, universities and trade schools (only an Active Player is eligible for trade school reimbursement). This assistance is provided pursuant to the CBA to encourage Players to prepare for the career they intend to pursue when they stop playing football in the NFL or since they have stopped playing football in the NFL. The Tuition Benefit (which includes the Business Management Benefit), consists of both a benefit for Active Players and a separate benefit for Former Players, and is more fully described below. Special terms used in this booklet are defined in the section in which they appear or in the definition of special terms that appear at the end of this booklet.

Active Player Benefit

If you have earned one or more Credited Seasons as defined under the Bert Bell/Pete Rozelle NFL Player Retirement Plan (the "Pension Plan") before the beginning of the Academic Year (the 12-month period beginning every August 1st) you may be eligible for the Tuition Benefit during that Academic Year if you are on a Qualifying List (Active, Inactive, Injured/Reserved) for the relevant games. The Tuition Benefit reimburses Covered Expenses (tuition, fees, and books up to plan maximums) incurred with respect to a Course (a single class or a Business Management Program) if all of the Plan's eligibility and other requirements are satisfied.

Eligibility requirements differ depending on the semester in which the Player takes the Course. These requirements are set forth in the chart below. Additional requirements apply for Players who earn their first Credited Season during the Academic Year.

Active Player with 1 or More Credited Seasons Before Academic Year

Semester	Definition of Semester	To Be Eligible
Fall	Courses Beginning: August 1 – November 30	Must be on Qualifying List of First Game of the Season
Any Other Semester	Courses Beginning: December 1 – July 31	Must be on Qualifying List on the date of the last Game of the Regular Season (or qualify for the Former Player Benefit)

Fall Semester – Active Player Example:

An active Player is eligible for a Course in the Fall Semester (Course beginning on any date from August 1, 2018 through November 30, 2018) if he:

- (1) earned a Credited Season for a Season beginning in 2017 or earlier;
- (2) was on a Qualifying List on the date of the first Regular Season Game in the 2018 Season; and
- (3) he satisfies all other requirements under the Plan (timely filing, grades, etc.)

Any Other Semester – Active Player Example:

An active Player is eligible for a Course in any Other Semester that beings on any date from December 1, 2018 through July 31, 2019 if he:

- (1) earned a Credited Season before or during the 2018 Season;
- (2) is on a Qualifying List on the last game of the 2018 Regular Season or he qualifies for the Former Players Benefit; and
- (3) he satisfies all other requirements under the Plan (timely filing, grades, etc.)

Eligibility for the Business Management Benefit is determined in the same way, substituting the date the Business Management Program begins for the date the Course begins. In addition, you must meet the Selection Criteria for the Business Management Benefit, which may include additional Credited Seasons. The Selection Criteria for a specific Business Management Program will be announced in advance by Player Engagement.

Is There a Special Rule for Players Without a Credited Season before the Academic Year Begins?

Yes. If you complete your first Credited Season during the Academic Year, you will be eligible to be reimbursed for a Course that begins during that Academic Year if:

- (1) Course begins after last Game of that Regular Season and before the following August 1st;
- (2) you otherwise meet all applicable requirements, including the requirement that you must be on a Qualifying List on the date of the last Game of the Regular Season;
- (3) on the day the Course begins, you are under contract with a Club; and
- (4) if any portion of the Course is taught after the start of your Club's offseason workout program, you do not travel more than 100 miles from that Club's main practice facility to take the Course. The Parties may waive the 100-mile requirement in any individual case, based on a showing of unreasonable hardship.

Depending on the Selection Criteria, you may also be eligible for the Business Management Benefit.

Example:

A Player that earns his first Credited Season for the Season beginning in 2018, is eligible for the Tuition Benefit for Courses beginning after the last day of the Regular Season, and before August 1, 2019, if:

- (1) he is on a Qualifying List on the last Game of the 2018 Regular Season; and
- (2) satisfies all other requirements, including being under contract with a Club on the date the Course begins.

Former Player Benefit

How do you qualify for the Former Player Benefit?

A former Player who is not eligible for the Tuition Benefit as an Active Player, may be eligible to be reimbursed for Covered Expenses incurred at a Qualifying Institution if:

- (1) he has two or more Credited Seasons, at least one of which is for the 2012 Season or later, and;
- (2) he otherwise satisfies the conditions of the Plan.

The Former Player Benefit does not include Covered Expenses incurred at a Qualifying Trade School unless the Qualifying Trade School also meets the definition of a Qualifying Institution and the Course for which reimbursement is requested counts for credit towards an associate, undergraduate, post-baccalaureate, or graduate degree. Any such expenses must be incurred within 72 months of the first day of the League Year immediately following the Player's last regular or post season game on a Qualifying List or the last season for which the Player is otherwise credited with one or more game(s) for any purpose under the CBA.

Example:

A Player with two or more Credited Seasons, one of which is for the 2012 Season or later, whose last Credited Season was for the 2017 Season is eligible for the Tuition Benefit for a Covered Expense, if:

- (1) such expenses are incurred before the beginning of the 2024 League Year;
- (2) he has not exhausted the Former Player Benefit and
- (3) the Tuition Plan has not terminated before that date.

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A Course at a Qualifying Institution that is part of a non-degree trade or certificate program, but that also counts toward any degree, is eligible for reimbursement under the Former Player Benefit if all other requirements are satisfied. A Former Player does **not** need to use the credit for such Course toward a degree. A Course that **cannot** be used toward a degree does **not** qualify for reimbursement under the Former Player Benefit.

More About the Plan

How do I Determine if the Institution or Trade School is a Qualified Institution or if the Program is an approved Business Management Program?

Players should contact the Administrator at **800.NFL.GOAL** (**800.635.4625**) or NFLTuitionAssist@alight.com with any questions regarding whether an institution, trade school or program is eligible for the Tuition Benefit **before** incurring the expense.

What Is a Covered Expense?

An amount paid by a Player for tuition, fees, and books to complete one or more Courses at a Qualified Institution or Qualifying Trade School, and the amount paid by a Player for a professional licensing examination, including the study guides and one review class for each such examination, provided, however, that:

- (1) a fee must be associated with the Course taken in order to be reimbursed, and;
- (2) no more than \$400.00 in fees will be reimbursed with respect to any one semester

Fees do **not** include the cost of insurance, computers, transportation, parking, meals, late fees, credit card fees, etc.

When Is a Covered Expense Incurred?

For all purposes under the Plan, a Covered Expense is "incurred" on the date it is <u>paid</u> by the Player or Former Player, except a Covered Expense is not considered incurred before the beginning (August 1st) of an Academic Year unless it is paid no more than thirty days before the beginning of the Academic Year. A Player is eligible for reimbursement of Covered Expenses incurred before his eligibility under the Former Player benefit expires, even if the Course begins after his eligibility expires.

Example:

Player's eligibility for the Former Player benefit expires in March of 2019. In February of 2019 Player pays for Course that begins in May of 2019. Because Player pays for the Course during the last Academic Year in which he is eligible for the Former Player benefit, and incurred (paid) the expense before his eligibility for the Former Player benefit expires, he is eligible for reimbursement if he satisfies all other requirements.

How Much Is Available Under the Plan?

The maximum Benefits available under the Plan are as follows:

Active Players

 The maximum Tuition Benefit available for eligible Active Players beginning with the 2015 League Year is \$20,000 per League Year calculated in the League Year that the Covered Expense is incurred (paid) by the Player and not when the Course(s) is completed.

Example:

A Covered Expense paid by an Active Player in January of 2019 will count toward the maximum Benefits for the League Year beginning in March of 2018

even if the Course Completion Date (date when grades are posted or 30 days after the last final of the semester) occurs in the League Year beginning in March of 2019. If an Active Player pays Covered Expenses in both January of 2019 and April of 2019:

- the expenses paid in January 2019 will be applied to the maximum Benefits for the 2018 League Year;
- and the expenses paid in April 2019 will be applied to the maximum Benefits for the 2019 League Year.

Former Players

- For League years prior to the 2018 League Year, only Players with five Credited Seasons under the Pension Plan were eligible for the Former Player Benefit.
- Beginning with the 2018 League Year, eligibility for the Former Player
 Benefit was expanded, and the maximum Tuition Benefit available
 under the Former Player Benefit is now based on Credited Seasons. The
 maximum Former Player Benefit is set forth in the following table:

Player's Credited Seasons

2	\$15,000
3	\$30,000
4	\$45,000
5+	\$60,000

The above benefit is the total aggregate amount available to a Former Player, and is reduced by any reimbursements made to Player under the Former Player Benefit prior to the 2018 League Year. The aggregate maximum benefit is calculated in the League Years that the Covered Expenses are incurred (paid) by the Player. In no event will a player be reimbursed more than \$60,000 in tuition benefits under the Former Player benefit.

Example:

A Covered Expense paid by a Former Player whose last League Year of eligibility for the Former Player Benefit is the 2017 League Year, and who incurs Covered Expenses that he pays in January of 2018, shall be eligible for reimbursement to the extent that all other requirements are satisfied and the Former Player has not exceeded the \$60,000 benefit maximum, even if the Course Completion Date occurs after the last day of 2017 League Year.

• The 72-month eligibility period for the Former Player Benefit shall begin the first day of the first League Year beginning after the Player's last game (last game includes a game in which the Player was on a Qualifying List, or the last League Year a Player is otherwise credited for one or more games under the CBA).

Example:

The 72-month eligibility period for a Player whose last game is during the 2017 Season, and otherwise qualifies for the Former Player Benefit, begins on the first day of the 2018 League Year.

Transition Rules

Any Covered Expense incurred during an Academic Year in which a Player was eligible for the Tuition Benefit as an Active Player, but were not yet reimbursed by the Plan as of the first game of the Season commencing immediately after the end of that Academic Year, shall be reimbursed by the Plan as follows:

- If the Player is on a Qualifying List on the first game of that following Season, the claim shall be paid under the Tuition Benefit for an Active Player up to the maximum benefit for that League Year if the Player is otherwise eligible.
- If the Player is not on a Qualifying List on the first game of that following Season, the claim shall first be paid under the Tuition Benefit for an Active Player up to the maximum benefit for that League Year if the Player is otherwise eligible. If the Player has exhausted his maximum benefit as an

Active Player for that League Year, and the Player is eligible for the Former Player Benefit beginning that League Year, the amount of the claim above the Active Player maximum shall be paid under the Former Player Benefit.

Example:

A Player with five Credited Seasons' last regular season game is during the 2017-2018 Season.

- Player incurs Covered Expenses for Courses commencing in June and July of 2018.
- The total amount of Covered Expenses is \$25,000.
- Player incurred no prior Covered Expenses during the League Year commencing in 2018 prior to these claims.
- Player satisfies all Plan requirements and submits claims for reimbursement on September 30, 2018.
- Player was not on a Qualifying List on the first game of the 2018-2019
 Season.
- The first \$20,000 of the Player's claim is reimbursed under the Tuition Benefit for Active Players because the expenses were incurred during an Academic Year in which Player was eligible as an Active Player and the Player had \$20,000 remaining in his active Player benefit for the League Year commencing in 2017.
- The remaining \$5,000 is reimbursed under the Former Player Benefit because that benefit commences on the first League Year beginning after the last League Year of the Player's last game.
- This Player will have \$55,000 remaining in his lifetime maximum under the Former Player Benefit.

In no case, however, are any Tuition Benefits provided after the termination or expiration of the CBA.

Is There a Minimum Grade Requirement?

To qualify for the Tuition Benefit, you must complete the Course for which you seek reimbursement and earn at least a grade in the "C" range or its equivalent (a 1.7 on a 4.0 GPA scale), unless the Course is graded "pass/fail" or "credit/no credit" in which case you must be awarded the grade of "pass" or "credit." If you are enrolled in more than one Course in a semester and satisfy this requirement with respect to at least one, but not all such Courses, you will be reimbursed for tuition for only those Courses that you satisfied the minimum grade requirement. Fees will be reimbursed on a pro-rata basis. You are eligible for reimbursement of books only for classes that you pass. To qualify for the Business Management Benefit, you must receive a certificate from the Qualifying Institution where you successfully completed the program (the "Certificate"). To receive reimbursement for a professional licensing examination, including any study guides or review course for such examination, The Player must pass the examination.

Example:

If you are seeking reimbursement for four Courses worth three credit hours each, but you only earn the minimum grade requirement for three of the Courses, you will only be reimbursed for tuition expenses for the three Courses in which you satisfied the minimum grade requirement. You will be reimbursed 75% of your fees for the semester and the full cost of the books for the classes you passed. Under no circumstances, however, will your reimbursement exceed the Plan's maximum reimbursement amounts.

How and When Do I Submit a Claim?

Follow the steps below to submit your claim:

(1) First obtain an application from your Player Engagement Director, from the Administrator, or from NFLPlayerBenefits.com

- (2) Then send the following to the Administrator:
 - (a) the completed application
 - (b) all itemized receipts (including proof of tuition charges, books and fees, professional licensing examination charges and review course and study guide charges)
 - (c) a transcript demonstrating that you have completed the Course(s) and received the required grade(s)(for the Business Management Benefit, you must include a Certificate);
 - (d) for professional licensing examinations, proof that you passed the examination

You must submit all of this material to the Administrator within six (6) months of the Course Completion Date or, for reimbursement relating to professional licensing examinations, the date on your professional licensing examination score. The Course Completion Date is the date your final grade is posted. If the date grades are posted is unknown, the Course Completion Date is presumed to be 30 days from the last day of the semester (based on the Qualifying Institution or Trade School's academic calendar). If you are seeking reimbursement for multiple Courses in a single claim, you must submit your claim within six (6) months of the earliest Course Completion. Otherwise, your claim for any Course outside the six-month period will not be reimbursed.

Example:

Player completes three Courses in a Qualified Institution's Spring 2018 semester.

- The last final for such Qualified Institution occurs on May 1, 2018.
- The Course Completion date is presumed to be May 31, 2018, and Player provides no evidence that grades were posted later than May 31, 2018.
- Player must submit application for reimbursement for all three Courses
 no later than November 30, 2018.

- If the Player satisfies all other requirements for reimbursement, but
 does <u>not</u> submit his claim until on or after December 1, 2018, his
 reimbursement claim will be denied.
- If Player submits his claim for two of the Courses before November 30, 2018, but for one of the Courses after November 30, 2018, his claim for the two courses submitted timely will be processed, but the claim submitted after November 30, 2018, will be denied.

How Do I Appeal a Denied Claim?

If the Administrator denies the claim, wholly or in part, you will receive a written explanation that includes:

- (a) the specific reasons for the denial;
- (b) a specific reference to pertinent Plan provisions on which the denial is based:
- (c) a description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary; and
- (d) an explanation of the claims review procedure (procedures for appealing the claim).

You (or your authorized representative) may, within 60 days after receipt of the notice of denial, file with the Committee a written request to review your claim. If you do not file a request for review of your claim within this period, you will be deemed to have accepted the original decision of the Administrator. If you do file a timely appeal, the Committee will conduct a full review of your claim. During that review, you will have the opportunity to review documents that are pertinent to your claim and to submit issues and comments in writing.

The Committee will mail or deliver to you a written decision on the matter based on the facts and the pertinent provisions of the Plan within 60 days after the receipt of your request for review, unless special circumstances require an extension of up to 60 additional days. In that case the Committee will send you a written notice of the extension prior to the expiration of the initial 60-day period. The Committee will provide a written explanation of its decision, which will state the specific reasons for the decision and the specific Plan provisions on which the decision was based. To the fullest extent permitted by law, the Committee's decision will be final and binding on all interested persons. If you do not receive the decision on review within the abovementioned time period, you must immediately contact either the Committee or the Administrator for an explanation. You will receive a reply promptly.

When Are Benefits Paid?

If you qualify, Benefits are paid as soon as practicable after the Administrator receives your completed application, generally no more than 75 days after such receipt. The application must be submitted in the form and manner specified by the Committee and must be complete in all respects. If you have submitted a claim and have not heard from the Administrator within 75 days, you should immediately contact the Administrator for an explanation. You may also use the appeal process described above.

How Is Tuition Assistance Taxed?

If and to the extent the Plan is a "qualified educational assistance program" under Code Section 127, a portion of the payments may be received free from federal income taxation. Code Section 127 currently excludes up to \$5,250 per calendar year from your gross (taxable) income. (Note that the limits on available benefits are determined based on the League Year and not on the calendar year.) Not all of the expenses of participating in a Business Management Program may qualify for this exclusion. For example, qualifying expenses include tuition, fees, and books, but not meals, lodging, transportation or supplies other than textbooks. You are solely responsible for paying any tax attributable to the receipt of Benefits.

May Benefits Be Assigned?

No.

May the Plan Be Amended or Terminated?

The Parties may amend, modify, or terminate the Plan at any time and from time to time without the consent of any other person. However, the amendment or termination cannot diminish or eliminate any Benefit to which you had already become entitled.

Other Information

Administration and Type of Plan

This Plan is a welfare plan that is administered by the Committee. It is not a tax-qualified plan, although some Benefits may qualify for tax-favored treatment. The Committee has full discretionary authority to interpret the Plan (including, without limitation, by supplying omissions from, correcting deficiencies in, or resolving inconsistencies or ambiguities in, the language of the Plan), to determine the rights and status of Players or beneficiaries and to make any determinations with respect to Plan benefits. The EIN of the Plan Sponsor is 13-2698305. Dennis Curran at the NFL Management Council ("Management Council") is the agent for service of process.

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Definitions

Academic Year means the twelve-month period beginning each August 1st.

Administrator means the person or group designated by the Management Council to assist the Committee in the administration of the Plan which as of January 1, 2017, is Alight Solutions. To contact the Administrator, call 800.NFL.GOAL (800.635.4625). You may also write to: Alight, 1025 Boulders Parkway, Suite 405, Richmond, VA 23225-5549.

Benefits mean, collectively, the Tuition Benefit and the Business Management Benefit.

Business Management Benefit means the funds provided under the Plan to reimburse the charges to complete a Business Management Program.

Business Management Program means a program offered by a Qualified Institution to provide a Player with such skills and resources as the Committee determines will be of value to a Player in a career other than playing football for a Club.

Club means a member Club of the NFL.

Code means the Internal Revenue Code of 1986, as amended.

Committee means the Committee that administers the Plan, the members of which are appointed by the Management Council and serve at its pleasure.

Course means a class in a course of study offered by a Qualifying Institution or Qualifying Trade School that is: (i) offered for full academic credit, and not continuing education credits or similar units; (ii) is billed at the Qualifying Institution's or Qualifying Trade School's standard rate per credit hour; (iii) provides for either a letter grade, a pass/fail designation, or a credit/no credit designation upon completion or in the case of a Qualifying Trade School or Business Management

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Program that does not provide a grade, a certificate of completion; (iv) either counts for credit towards an associate, undergraduate, post-baccalaureate, graduate degree, or in the case of a Qualifying Trade School or Business Management Program towards the completion of a course of study; or is a prerequisite, foreign language, or English as a Second Language course; and (v) does not involve sports, games, or hobbies, unless the Course is required as part of a degree program or unless the Player is an active Player and the Course involves the business of football.

Course Completion Date means the date that your final grade is posted or Certificate issued for the Course, according to your Qualifying Institution or Trade School. The Course Completion Date is presumed to occur no later than 30 days after the last final for the semester in which you took the Course absent evidence establishing that grades were posted later than this 30-day period.

Covered Expense means an amount paid by a Player for tuition, fees, and books to complete one or more Courses at a Qualified Institution or Qualifying Trade School, and the amount paid by a Player for a professional licensing examination, including the study guides and one review class for each such examination, provided, however, that (i) a fee must be associated with the Course taken in order to be reimbursed, and (ii) no more than \$400.00 in fees will be reimbursed with respect to any one semester.

Credited Season has the same meaning as under the Bert Bell/Pete Rozelle NFL Player Retirement Plan.

Fall Semester means a semester that begins in August, September, October or November.

Game means any Regular Season or post-Season NFL game, other than the Pro Bowl.

League Year means the one-year period agreed to by the Parties which is generally from a date in March of one year through and including a date in March of the following year, or such other one-year period to which the Parties may agree.

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Player means: (i) an individual who has at least one Credited Season prior to the beginning of the Academic Year in which the Covered Expense is incurred, or (ii) an individual who completes his first Credited Season during an Academic Year in which the Covered Expense is incurred but only to the extent he is eligible for Benefits during that Academic Year; except that, under the Selection Criteria, additional Credited Seasons may be required to qualify as a Player for purposes of a Business Management Program.

Qualifying Institution means an "eligible educational institution," within the meaning of Code Section 529(e)(5), that: (i) provides an academic program to prepare students for gainful employment in a recognized profession; (ii) is accredited by a nationally recognized accrediting agency or association; (iii) requires that its students have a high school diploma or its equivalent; and (iv) has never filed for bankruptcy or been convicted of fraud involving the expenditure of funds.

Qualifying Trade School means any educational institution that: (i) provides an educational program to prepare students for gainful employment in a recognized trade or profession; (ii) that is accredited by a nationally recognized accrediting agency or association; and (iii) has never filed for bankruptcy or been convicted of fraud involving the expenditure of funds.

Qualifying List means any one of the following lists of Players: the Active List, the Inactive List, and the Reserve/Injured List.

Season means the period beginning with the first Game of such Season and ending with the completion of the Super Bowl, provided, however, that the "Regular Season" ends with the last game prior to the Playoffs. A Season is identified by the calendar year in which the Season begins.

Selection Criteria means the additional standards, developed by the Management Council or Committee, a Player must meet to participate in a Business Management Program.

Tuition Benefit means the funds provided under the Plan to reimburse a Player who has incurred and paid a Covered Expense.