

Continental Elementary School District #39

Continental Elementary School District #39
1991 E. White House Canyon Road
Green Valley, AZ 85614

Section 125 Premium Only Plan

Summary Plan Description

Effective July 01, 2023

INTRODUCTION

The Company's Premium Only Plan ("Plan") has been established to allow Eligible Employees to pay for certain benefits on a pre-tax basis. There are specific benefits that you may elect, and they are outlined in this Summary Plan Description. You will also be informed about other important information concerning the Plan, such as the conditions you must satisfy before you can join and the laws that protect your rights.

Read this Summary Plan Description ("SPD") carefully so that you understand the provisions of the Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the Plan document, which governs the operation of the Plan. The Plan document is written in much more technical language. Please note that if the non-technical language in this SPD and the legal language of the Plan document conflict, the Plan document will always govern the Plan. Also, if there is a conflict between any of the insurance contracts and either the Plan document or this Summary Plan Description, the insurance contracts will control the respective insurance policies or other benefit programs, if self funded. If you wish to receive a copy of the legal Plan document, please contact the Plan Administrator.

The Plan is subject to the Internal Revenue Code and other federal and state laws and regulations that may affect your rights under this plan. This SPD explains the current details of the Plan in order to comply with all applicable legal requirements. From time to time, the Plan may be revised due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. This Plan may be amended or terminated by the Company. If the Plan is ever amended or changed, the Company will notify you.

This SPD was designed to provide you with information regarding the Company Premium Only Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other assigned person). The name and address of the Administrator can be found within this SPD

Overview

This section contains general information, which you may need to know about the Continental Elementary School District #39 Premium Only Plan.

General Information

1. The name of the Plan is the Continental Elementary School District #39 Premium Only Plan.
2. The company has adopted this Plan effective July 01, 2023.
3. This Plan's records are maintained over a twelve-month period. This is known as the Plan Year. The adopted plan year begins on July 01 and ends on June 30.
4. This Plan is unfunded, meaning that the funds to pay Benefits and to otherwise operate the Plan come from the general assets of the Employer and not from a separate trust arrangement or fully-insured insurance arrangement.

Employer Information:

Your Employer's name, address, and tax identification number are:

Continental Elementary School District #39
1991 E. White House Canyon Road
Green Valley, AZ 85614
Federal Employer I.D. Number: 86-0661264

Plan Administrator Information:

The name, address, and tax identification number of your Plan's Administrator are:

Continental Elementary School District #39
1991 E. White House Canyon Road
Green Valley, AZ 85614
Federal Employer I.D. Number: 86-0661264

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about the Plan. You may contact the Administrator for any further information about the Plan.

Service of Legal Process

The name and address of the Plan's agent for service of legal process are:

Continental Elementary School District #39
1991 E. White House Canyon Road
Green Valley, AZ 85614
Federal Employer I.D. Number: 86-0661264

Type of Administration

The type of Plan administration is Employer Administration.

Unless the Plan provides otherwise, the Administrator keeps the records for the Plan and is responsible for the administration and interpretation of the Plan. The Administrator will also answer any questions you may have about the Plan.

01. How Does This Plan Operate?

Before the start of each Plan Year, you will be able to elect to have some of your future salary or other compensation contributed to the Plan in lieu of receiving those amounts in cash, and your future salary or other compensation will be automatically reduced by the amount elected as a contribution to the Plan. The money contributed will be used to pay for benefits you have elected based on the options sponsored by your Employer (and as identified on your "Election to Participate" form). The portion of your pay that is contributed to pay for the benefits provided for under the Plan is not subject to State or Federal income or Social Security taxes. In other words, the Plan allows you to use tax-free dollars to pay for insurance coverage, premium amounts, or other allowable plan contributions or expenses which you normally pay for with out-of-pocket, taxable dollars.

02. What Happens to Contributions Made to the Plan?

Before each Plan Year begins, you will select the benefits or programs you desire to pay for through the Plan with your own pre-tax contributions. Then, during each pay period during that Plan Year, the contributions deducted from your paycheck will be used to pay your portion of your employer-sponsored benefit coverage. Any contribution amounts that are not used during a Plan year to provide insurance benefits will be forfeited and may not be paid to you in cash or used to provide benefits specifically for you in a later Plan year with the exception of HSA contributions that remain available for your use under terms established under your HSA arrangement.

03. When Is the "Election Period" for Our Plan?

Your initial election period will start on the date you first meet the "eligibility requirements" and end 30 days thereafter. Then, for each following Plan Year, the election period is established by the Administrator and applied uniformly to all participants. It will be a period of time prior to the beginning of each Plan Year. The Administrator will inform you each year about the election period. Your previous elections will be maintained unless a change request is provided to the Plan Administrator by the deadline of the Open Enrollment period.

04. May I Change My Elections During the Plan Year?

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections. For example: you are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the "change in status." Currently, Federal law considers the following events to be "changes in status":

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: commencement or termination of employment, a strike or lockout, commencement of or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance, including a change to cover adult children who have not attained age 27 as of the end of the taxable year; and
- A change in the place of residence of you, or your spouse or dependent.

There are detailed rules on when a change in election is deemed to be consistent with a "change in status." In addition, there are separate laws that give you rights to change accident and/or health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to (i) make corresponding changes in your payments, (ii) revoke your election and obtain coverage under another benefit package option with similar coverage, or (iii) revoke your election entirely.

If the coverage under a Benefit is significantly curtailed, and such curtailment results in a complete loss of coverage, then you may revoke your elections and elect to receive, on a prospective basis, coverage under another plan with similar coverage. In addition, if we add a new coverage option or eliminate an existing option, or significantly improve an existing option, you may elect the newly added or improved option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse's, former spouse's or dependent's employer.

A change in compensation or a financial "hardship" is not a reason to change your election amount.

If you have declined enrollment in the Plan for you or your dependents (including a spouse) because of

coverage under Medicaid or the Children's Health Insurance Program (CHIP), there may be a right to enroll in this Plan if there is a loss of eligibility for the government-provided coverage. However, a request for enrollment must be made within 60 days after the government-provided coverage ends.

In addition, if you declined enrollment in the Plan for you or your dependents (including spouse), and later become eligible for state assistance through a Medicaid or Children's Health Insurance Program that provides help with paying for Plan coverage, there may be a right to enroll in this Plan. However, a request for enrollment must be made within 60 days after the determination of eligibility for the state assistance.

The Plan may permit you to make a prospective election change that is on account of and corresponds with a change made under another employer plan that is a cafeteria plan or a qualified benefits plan if the election for a period of coverage for this Plan is different from the period of coverage (open enrollment) under the other plan.

However, with respect to the Health Savings Account, you may modify or revoke your elections without having had a change in status

05. May I Make New Elections in Future Plan Years?

You will automatically be enrolled in subsequent plan years unless you terminate your participation in the Plan by notifying the Administrator in writing during the Election Period that you do not want to participate in the Plan for the next Plan Year.

06. What Insurance Coverage May I Purchase?

Under our Plan, you can choose to receive your entire compensation in taxable compensation or use a portion to pay premiums on a pre-tax basis for any one or more insured benefits that we decide to offer through the Plan.

Certain limits may apply on the amount of coverage that we obtain on your behalf. The insurance contracts will normally control.

We may terminate or modify Plan benefits at any time, subject to the provisions of any insurance contracts providing the benefits described above. We will not be liable to you if an insurance company fails to provide any of the benefits described above. Also, your insurance will end when you leave employment, are no longer eligible under the terms of any insurance policies, or when insurance coverage terminates.

Any benefits to be provided by insurance will be provided only after (i) you have provided the Administrator the necessary information to apply for insurance, and (ii) the insurance is in effect for you.

If you cover your children (up to age 26) under your insurance, you can pay for that coverage through the Plan.

You may purchase:

- Group Medical Plan
- Group Dental Plan
- Group Vision Plan

07. Will My Social Security Benefits Be Affected?

Your Social Security benefits may be slightly reduced, because when you use part of your compensation to pay for insurance premiums on a tax-free basis under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as our contribution to Social Security on your behalf.

08. What if I take a Family or Medical Leave?

If you take an unpaid leave under the Family and Medical Leave Act, you may revoke or change your existing elections for health insurance and you may participate in annual enrollment. If your coverage in these benefits terminates, due to your revocation of the benefit while on leave or due to your non-payment of contributions, you may reinstate coverage for the remaining portion of the Plan Year upon your return.

Your employer may choose to continue coverage on your behalf during your FMLA leave. Your employer will arrange a schedule for you to "catch up" your payments when you return.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage through payroll deduction prior to the start of your leave, provided such payroll deduction is for benefits within the remaining portion of the plan year, or you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

If you take a paid leave under the Family and Medical Leave Act, you may participate in annual enrollment, and you will be required to continue coverage while on FMLA, your share of the premiums being paid by the method normally used during any paid leave.

In all instances, a paid or unpaid leave under FMLA will be treated in the same manner and consistent with a non-FMLA paid or unpaid leave.

09. Do Limitations Apply to Highly Compensated Employees?

Under the Internal Revenue Code, "highly compensated employees" and "key employees" generally are

Participants who are officers, shareholders or are highly paid.

If you are within either of these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid key employees, or their spouses or dependents. These provisions are also applicable if your Employer makes Employer contributions through the Plan on your behalf.

Your own circumstances will dictate whether contribution limitations on "highly compensated employees" or "key employees" will apply. You will be notified of these limitations if you are affected.

10. What Happens If I Terminate Employment?

If you leave our employ during the Plan Year, you will remain covered by insurance, but only for the period for which premiums have been paid prior to your termination of employment. Any amounts that are not used during a Plan Year to provide benefits will be forfeited and may not be paid to you in cash or used to provide benefits specifically for you in a later Plan Year.

If you are enrolled in a Health Savings Account and are making contributions through the Plan, any unused amounts within your HSA will continue to be available to you for withdrawal to pay qualified expenses on a tax-free basis, or may be distributed to you, subject to applicable IRS guidelines or the terms of your HSA account. You should contact the HSA Trustee to discuss any questions regarding any rights you may have to unused amounts held in your Health Savings Account at termination.

11. What is a Health Savings Account?

In addition to the Premium Only Plan benefits, described above, this Plan also may provide for contributions (via payroll deduction) to be made by you on a pre-tax basis to a "Health Savings Account" (also referred to as an "HSA Program"). The HSA is a type of account that enables those who elect to participate in this program to pay eligible HSA Medical Expenses or allow distribution of remaining balances for other qualifying purposes. The HSA Program, if applicable, is separately provided and administered through an HSA Trustee or similar custodial account. Your Employer's election to enable you to make contributions to the HSA Program merely provides the opportunity for you to contribute such amounts through this Plan on a pre-tax basis.

In general, unless otherwise excluded from participation, all Participants in the Premium Only Plan are eligible to receive benefits under the HSA Program. Enrollment and termination under the Premium Only Plan shall generally constitute enrollment and termination of participation under the HSA Program as well. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Premium Only Plan; if your Employer allows you to make contributions through this Plan to your HSA plan; you elect the amount to be withdrawn from your salary in the same manner as otherwise set forth above. Your employer may also elect to contribute employer contribution amounts to your HSA plan, on a discretionary basis, and in accordance with the Plan's general limitations on the allow ability of employer contributions overall (NOTE: You should contact the HSA Trustee for any other questions you may have about eligibility to establish or participate in an HSA, what benefits may be received through participation in such program and how contributed HSA amounts are used to pay for qualifying expenses under the HSA program).

The eligible Employee will establish a Health Savings Account for contributions as elected for the HSA Program established or provided by the HSA Trustee. (NOTE: You should contact the HSA Trustee for more information about the amount you may contribute each year. The HSA Trustee will provide more information to you regarding the requirements for participation in the HSA Program and the benefits you are entitled to thereunder. To the extent of any conflict between the terms of this Plan and those of the HSA Program, the terms of the HSA Program will control.) We are not responsible for the decisions and operations of the HSA Trustee in the administration of the HSA Program.

12. Qualified Medical Child Support Order

A medical child support order is a judgment, decree or order (including approval of a property settlement) made under state law that provides for child support or health coverage for the child of a Participant. The child becomes an "alternate recipient" and can receive benefits under the health plans of the Employer if the order is determined to be "qualified." You may obtain, without charge, a copy of the procedures governing the determination of qualified medical child support orders from the Plan Administrator.