

SYRACUSE CITY SCHOOL DISTRICT CAFETERIA PLAN

SUMMARY PLAN DESCRIPTION

July 1, 2021

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INTRODUCTION

Syracuse City School District (the "Company") established the Syracuse City School District Cafeteria Plan (the "Plan") effective 01/01/2019. This summary describes the Plan as amended and restated effective 07/01/2021. The Plan is a cafeteria plan that provides an eligible employee with the opportunity to choose among benefits offered under the Plan.

This summary supersedes all previous summaries of the Plan. Although the purpose of this document is to summarize the more significant provisions of the Plan, it is only a summary - the terms of the Plan document ultimately govern the operation and administration of the Plan. The Company and any employer who has adopted the Plan is referred to in this document as the "Company".

ELIGIBILITY

You are an "Eligible Employee" if you are an employee of the Company or any affiliate who has adopted the Plan who is listed on the Company's payroll and personnel records as an employee and based on your bargaining unit's contract/employment agreement with the Syracuse City School District ("District") on the first day of the calendar month next following the date you complete at least one (1) hour of service for the District (your "Employment Commencement Date"). The age and service requirements for the Plan are further modified by the following: An employee will be considered an Eligible Employee for the purposes of the Premium Conversion Account component of the Plan per the District's collective bargaining agreements. An employee will be considered an Eligible Employee for the purposes Health Saving Account component of the Plan per the District's collective bargaining agreements listed below:

Bargaining Unit	HSA Eligible?	District Seeding for HSA?	HSA Seeding Requirements if Eligible	Effective Start Date of HSA Enrollment	Notes
01	Yes	Yes	HSA must be fully opened and the employee must elect a \$25 or more per pay period contribution	Next available payroll following completion of application by employee and account verification by Lifetime Benefit Solutions	Employee not eligible to enroll in the FSA Medical Program if eligible for the HSA Program
02	Yes	Yes	HSA must be fully opened and the employee must elect a \$25 or more per pay period contribution	Next available payroll following completion of application by employee and account verification by Lifetime Benefit Solutions	Employee not eligible to enroll in the FSA Medical Program if eligible for the HSA Program
03	Yes	Yes	HSA must be fully opened and the employee must elect a \$25 or more per pay period contribution	Next available payroll following completion of application by employee and account verification by Lifetime Benefit Solutions	Employee not eligible to enroll in the FSA Medical Program if eligible for the HSA Program
05	No	No	N/A	N/A	
06	No	No	N/A	N/A	
07	No	No	N/A	N/A	Unit 7 did NOT adopt the HDHP plan
08	Yes	Yes	HSA must be fully opened and the employee must elect a \$25 or more per pay period contribution	Next available payroll following completion of application by employee and account verification by Lifetime Benefit Solutions	Employee not eligible to enroll in the FSA Medical Program if eligible for the HSA Program
09	Yes	Yes	HSA must be fully opened and the employee must elect a \$25 or more per pay period contribution	Next available payroll following completion of application by employee and account verification by Lifetime Benefit Solutions	Employee not eligible to enroll in the FSA Medical Program if eligible for the HSA Program
10	Yes	Yes	HSA must be fully opened and the employee must elect a \$25 or more per pay period contribution	Next available payroll following completion of application by employee and account verification by Lifetime Benefit Solutions	Employee not eligible to enroll in the FSA Medical Program if eligible for the HSA Program
11	No	No	N/A	N/A	
12	Yes	Yes	HSA must be fully opened and the employee must elect a \$25 or more per pay period	Next available payroll following completion of application by employee and account verification	Employee not eligible to enroll in the FSA Medical Program if eligible for the

		contribution	by Lifetime Benefit Solutions	HSA Program
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However, you are not an "Eligible Employee" if you are any of the following:

- A self-employed individual (including a partner), or a person who owns (or is deemed to own) more than 2 percent of the outstanding stock of an S corporation.
- A leased employee.
- A non-resident alien who received no U.S. source earned income.

You must be enrolled in a high deductible health plan to be eligible to contribute to the Health Savings Account for the month. If you elect to participate in a General Health FSA for the Plan Year, you are not eligible to participate in the HSA Benefit. If you are contributing to a General Health FSA which has a Grace Period as of the last day of a Plan Year, you cannot elect the HSA Benefit for any of the first three calendar months following the close of that Plan Year unless the balance in your general Health FSA is \$0 as of the last day of the Plan Year.

Rehire Provision

If your employment terminates and resumes in the same Plan Year within a period of 30 days or less, the election you had in effect prior to your termination will automatically be reinstated upon resumption of your employment. If your employment resumes in the same Plan Year more than 30 days after your employment terminates, you will once again be required to satisfy the eligibility requirements for participation in the Plan and make a new election.

ELECTION PROCEDURES

You may elect to participate in the Benefits under the Plan within 30 days after your eligibility date (or a shorter period if established by the Plan Administrator).

If you do not enroll in the Plan upon your initial eligibility, you may enroll during the enrollment period established by the Plan Administrator. Your election will be effective as of the first day of the Plan Year following the enrollment period.

You may also enroll in the Plan upon a change in status event as described below.

To enroll in the Plan, you may need to submit a completed election form to the Plan Administrator on or before the date specified by the Plan Administrator. If, as of the start of a Plan Year, you have not submitted a completed election form by its due date, you will be deemed to have elected not to participate in the Plan for that Plan Year.

If you fail to submit an election form, prior year elections will automatically apply to the following benefits: Premium Conversion Account and HSA Account. An election to participate in the Plan is generally irrevocable for the Plan Year except for the HSA Benefit, described below. You may not change your election during a Plan Year unless you experience a change in status. Your change in election must be on account of and correspond with a change in status that affects your eligibility for coverage under the Plan.

Depending on the Benefit, a "change in status" includes:

- Change in your marital status.
- Change in the number of your dependents.
- Change in your employment status or the employment status of your spouse or dependents.
- Your dependent satisfies or ceases to satisfy eligibility requirements.
- Change in your place of residence.
- Commencement or termination of an adoption proceeding.
- Court judgment, decree, or order.
- Entitlement to Medicare or Medicaid by you, your spouse, or your dependent.
- Significant cost or other coverage changes.
- You change coverage under another cafeteria plan.
- You take leave under the FMLA.
- You lose coverage under the group health plan due to a reduction in hours.
- You are eligible to enroll in a qualified health plan through the Marketplace.

BENEFITS

Contributions pertaining to a Benefit will be credited to the applicable account. Your contributions to the Plan are not subject to federal income tax or social security taxes. Please note that while you may enjoy certain tax benefits, there may be some drawbacks to participation in the Plan. For instance, participation in the Plan may lower your social security benefits. You should consult with your professional tax/financial advisor to determine the consequences of your participation in this Plan.

If you are a highly paid employee or an owner of your Company, federal law may impose limits on your behalf to participate in the Plan and/or the benefits you may receive from the Plan. If the Plan Administrator determines that the Plan may fail to satisfy any nondiscrimination requirement or any limitation imposed by the Code, the Plan Administrator may modify your election in order to assure compliance with such requirements or limitations.

Premium Conversion Account

The Plan will automatically establish a Premium Conversion Account in your name when you become an Employee for the payment of premiums under the Company-sponsored benefits/contracts listed below unless you affirmatively elect to not establish or contribute to such account. Your Premium Conversion Account will be credited with amounts withheld from your compensation. The amount of the contribution to your Premium Conversion Account is equal to the amount of your portion of the premium due for the following benefits/contracts:

- Company Health
- Company Dental
- Company Vision

In addition, your election for your premiums will be automatically adjusted for any change in the cost of contracts sponsored by the Company as permitted by applicable law.

If you affirmatively elect not to participate in the Premium Conversion Account for a Plan Year, you will not be enrolled unless and until you elect to participate in the Premium Conversion Account as described in the "Election Procedures" above. Contributions to the Premium Conversion Account are not subject to federal income tax or social security taxes.

In the event of a conflict between the terms of this Plan and the terms of the applicable contract, the terms of the contract (or the benefit plan under which it is established) will control.

Health Savings Account (HSA)

A Health Savings Account may be used to reimburse qualifying medical expenses. If you are eligible, you may elect to contribute to an HSA in accordance with the "Election Procedures" described above.

HSA Eligibility

If, as of the first day of the month, you are enrolled in a high deductible health plan, you are eligible to participate in the Health Savings Account for the month. Your participation in a General Purpose Health FSA under another plan may also affect your ability to contribute to an HSA. If you are not enrolled in a high deductible health plan or are covered under a non-high deductible health plan you are not eligible to contribute to an HSA.

HSA Contributions

Your HSA will be credited with your contributions and will be reduced by any payments made on your behalf. The maximum amount you may contribute each year to your HSA is the maximum amount permitted under the tax code (\$3,650 for 2022, if you are enrolled in self-only coverage and \$7,300 for 2022 if you are enrolled in family coverage and \$3,850 for 2023, if you are enrolled in self-only coverage and \$7,750 for 2023 if you are enrolled in family coverage).

The Company will not make additional matching contributions to your HSA on your behalf.

The Company will make a non-elective contribution to your HSA. An employee is not eligible for an Employer HSA contribution if such employee fails to contribute at least \$25 per pay period to their HSA.

HSA Eligible Expenses/Reimbursement

Your HSA Benefit is not an employer-sponsored employee benefit plan - it is an individual trust or custodial account separately established and maintained outside the Plan. Consequently, the Company does not establish or maintain the HSA. The Plan Administrator will maintain records to keep track of your HSA contributions, but it will not create a separate fund or otherwise segregate assets for this purpose. The Company has no authority or control over the funds deposited in your HSA.

Termination of Employment

If you terminate employment with the Company for any reason during the Plan Year, your contributions to your HSA will end as of your date of termination. You will continue to be eligible to receive distributions from your HSA in accordance with the terms of the documents governing your HSA.

Claims Not Governed by this Summary

HSA Claims. Claims relating to the HSA are administered by your HSA trustee/custodians in accordance with the HSA trust or custodial document.

MISCELLANEOUS

FMLA

If you go on unpaid leave that qualifies as family leave under the Family and Medical Leave Act you may be able to continue receiving health care benefits. Contact the Plan Administrator for more information under the Plan.

Unclaimed Reimbursements

Payments from the Account that are not claimed on a timely basis (for example, checks issued from the Plan that are not timely cashed) will be forfeited and returned to the Plan. Please contact your Plan Administrator about what constitutes "timely" claims of payment from the Plan.

Excess Payments/Reimbursements

If you receive an excess benefit or payment under the Plan, you must immediately repay any such excess payments/reimbursements. You must also reimburse the Company for any liability the Company may incur for making such payments, including but not limited to, failure to withhold or pay payroll or withholding taxes from such payments or reimbursements. If you fail to timely repay an excess amount and/or make adequate indemnification, the Plan Administrator may: (i) to the extent permitted by applicable law, offset your salary or wages, and/or (ii) offset other benefits payable to you under this Plan.

Beneficiaries

If you die, your beneficiaries or your estate may submit claims for eligible expenses for the portion of the Plan Year preceding the date of your death. You may designate a specific beneficiary for this purpose. If you do not name a beneficiary, the Plan Administrator may pay any amount to your spouse, one or more of your dependents, or a representative of your estate.

Qualified Medical Child Support Orders

In certain circumstances you may be able to enroll a child in the Plan if the Plan receives a Qualified Medical Child Support Order (QMCSO). You may obtain a copy of the QMCSO procedures from the Plan Administrator, free of charge.

Loss of Benefit

You may lose all or part of your Account(s) under the Plan if the unused balance is forfeited at the end of a Plan Year and if we cannot locate you when your benefit becomes payable to you.

Non-Alienation of Benefits

You may not alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which you may expect to receive,

contingently or otherwise, under the Plan, except that you may designate a beneficiary to receive benefits under the Plan in the event of your death.

Amendment and Termination of the Plan

The Company may amend or terminate the Plan at any time.

Plan Administrator Discretion

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding on all persons and parties.

Taxation

The Company intends that all benefits provided under the Plan will not be taxable to you under federal tax law. However, the Company does not represent or guarantee that any particular federal, state or local income, payroll, personal property or other tax consequence will result from participation in this Plan. You should consult with your professional tax advisor to determine the tax consequences of your participation in this Plan.

Governing Law

The Plan is governed by the laws of New York to the extent not pre-empted by Federal law.

PLAN INFORMATION

1. The Plan Sponsor and Plan Administrator is Syracuse City School District.
2. The Plan Sponsor's and Plan Administrator's Address is 725 Harrison Street, Syracuse, New York 13210
3. The Plan sponsor's EIN is 15-6010157
4. The Plan Sponsor and Plan Administrator's phone number is 315-435-4171
5. The Plan is a cafeteria plan under section 125 of the Internal Revenue Code.
6. The Plan number is 511.
7. The Plan's designated agent for service of legal process is the Plan Sponsor. Any legal papers should be delivered to the Plan Sponsor at the address listed above. However, service may also be made upon the Plan Administrator.
8. The Plan Year is the 12-consecutive month period ending on June 30.
9. Amount contributed by Plan Participants and the Company to the Plan are general assets of the Company. All payments of benefits under the Plan are made solely out of the general assets of the Company. The Company has no obligation to set aside any funds, establish a trust, or segregate any amounts for the purpose of making any benefit payments under this Plan. The Company may, in its sole discretion, set aside funds, establish a trust, or segregate amounts for the purpose of making benefit payments under this Plan.