

**The
California Teachers Association
Economic Benefits Trust**

CTA/EBT Member Welfare Benefit Plan

Plan Document

AND

Summary Plan Description

Effective March 22, 2024

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INTRODUCTION

The California Teachers Association as Plan Sponsor maintains this CTA/EBT Member Welfare Benefit Plan to provide the following benefit programs:

- The CTA Death & Dismemberment Plan
- The Consumer Employee Benefits Education Program
- The CTA Retiree Vision and Hearing Aid Discount Program
- The CTA Voluntary Group Life Insurance Plan
- The CTA Voluntary Group Disability Insurance Plan
- The CTA Aspiring Educator Group Accidental Death & Dismemberment Plan
- The CTA Financial Planning and Investment Education Program
- The CTA Professional Development Innovation Fund
- The CTA Mental Health and Wellness Program
- The CTA Classroom Setup Grant

These benefits are provided through the CTA Economic Benefits Trust for the exclusive benefit of CTA members. The Plan described herein is effective as of March 22, 2024.

The terms of the CTA Death & Dismemberment Plan are set forth in a separate document entitled “CTA Death & Dismemberment Plan and Summary Plan Description.”

The terms of the Consumer Employee Benefits Education Program, CTA Retiree Vision and Hearing Aid Discount Program, the CTA Financial Planning and Investment Education Program, the CTA Professional Development Innovation Fund, the CTA Mental Health and Wellness Program, and the CTA Classroom Setup Grant are described in detail in this combined plan document and summary plan description. Additional terms of the CTA Retiree Vision and Hearing Aid Discount Program are set forth in materials provided by VSP. Additional terms of the CTA Classroom Setup Grant are set forth in the separate Summary of Benefits.

The terms of the CTA Voluntary Group Life Insurance Plan, the CTA Voluntary Group Disability Insurance Plan, and the CTA Aspiring Educator Group Accidental Death & Dismemberment Plan are set forth in separate insurance contracts and separate summary plan descriptions/certificates of coverage.

This document, together with the “CTA Death & Dismemberment Plan and Summary Plan Description,” the materials provided by VSP regarding the CTA Retiree Vision and Hearing Aid Discount Program, the Summary of Benefits outlining the Classroom Setup Grant and the respective summary plan descriptions/certificates of coverage and insurance contracts for the CTA Voluntary Group Life Insurance Plan, the CTA Voluntary Group Disability Insurance Plan, and the CTA Aspiring Educator Group Accidental Death & Dismemberment Plan, constitute the written plan document and summary plan description for the CTA/EBT Member Welfare Benefit Plan, as required by ERISA Sections 402 and 102.

II

DEFINITIONS

Capitalized terms used in this document have the following meanings, unless the context clearly indicates otherwise:

ERISA means the Employee Retirement Income Security Act of 1974, as amended.

CTA Voluntary Group Disability Insurance Plan means the Group Salary Protection Insurance for Members of the California Teachers Association, insured by Standard Insurance Company.

CTA Voluntary Group Life Insurance Plan means the Group Life Insurance for Members of the California Teachers Association, insured by Standard Insurance Company.

CTA Aspiring Educator Group Accidental Death & Dismemberment Plan means the Group Accidental Death and Dismemberment Insurance Policy for Aspiring Educator CTA Members, insured by Standard Insurance Company.

Department means the CTA Member Benefits/Risk Management Department.

Plan means the benefits provided by the CTA/EBT Member Welfare Benefit Plan as set forth in this document, together with the CTA Death & Dismemberment Plan and Summary Plan Description, the Group Salary Protection Insurance for Members of the California Teachers Association insurance contract, the Group Life Insurance for Members of the California Teachers Association insurance contract, the Group Accidental Death and Dismemberment Insurance Policy for Aspiring Educator CTA Members, the CTA Classroom Setup Grant Summary of Benefits, and the materials provided by VSP regarding the CTA Retiree Vision and Hearing Aid Discount Program, and any amendments to such documents.

Plan Administrator means the Trustees of the CTA Economic Benefits Trust through the Manager, Member Benefits/Risk Management.

Plan Sponsor means the California Teachers Association (CTA).

Trust means the CTA Economic Benefits Trust.

Trustee means the trustees of the CTA Economic Benefits Trust, who are the persons who hold the positions of CTA President, CTA Vice-President, CTA Secretary-Treasurer, and CTA Executive Director.

III

ELIGIBILITY AND PARTICIPATION REQUIREMENTS

Membership in CTA is required to participate in the benefit programs described in this document. The Plan relies on CTA to determine whether a person is a member of CTA.

The following additional eligibility requirements apply to the respective benefit programs:

| Name of Plan | Eligibility and Participation Rules |
|---|--|
| The CTA Death & Dismemberment Plan | See Articles I and II of the “CTA Death & Dismemberment Plan and Summary Plan Description.” (CTA/NEA-Retired members are not eligible for the CTA Death & Dismemberment Plan). |
| The Consumer Employee Benefits Education Program | All CTA members are eligible for this program. |
| The CTA Retiree Vision and Hearing Aid Discount Program | CTA/NEA-Retired Members and their spouses/domestic partners and children up to age 25 are eligible for Vision Discounts. |
| The CTA Voluntary Group Disability Insurance Plan | See the eligibility provisions of the CTA Voluntary Group Disability Insurance Plan summary plan description/certificate of coverage. |
| The CTA Voluntary Group Life Insurance Plan | See the eligibility provisions of the CTA Voluntary Group Life Insurance Plan summary plan description/certificate of coverage. |
| The CTA Aspiring Educator Group Accidental Death & Dismemberment Plan | See the eligibility provisions of the CTA Aspiring Educator Group Accidental Death & Dismemberment Plan summary plan description/certificate of coverage. |
| The CTA Financial Planning and Investment Education Program | All CTA members are eligible for this program. |
| The CTA Professional Development Innovation Fund | All active CTA members are eligible for this program (CTA/NEA-Retired members are not eligible for the University Credit program). |
| The CTA Mental Health and Wellness Program | All CTA members are eligible for this program. |
| The CTA Classroom Setup Grant | See the eligibility provisions in the CTA Classroom Setup Grant Summary of Benefits. |

Termination of Eligibility and Participation

Eligibility and participation in all benefit programs described in this document will terminate if a participant's membership in CTA terminates for any reason, including the failure to timely pay CTA membership dues in full. Non-CTA members are not eligible for participation in any of the benefit programs under this Plan. In addition:

- Participation in the CTA Retiree Vision and Hearing Aid Discount Program will terminate for the Retiree and his or her spouse/domestic partner and children if the Retiree ceases to be a CTA/NEA-Retired Member. Participation in the CTA Retiree Vision and Hearing Aid Discount Program of the spouse/domestic partner will terminate upon divorce or termination of the domestic partnership. A child's participation will terminate when (s)he attains age 25 or, if disabled before age 25, when (s)he ceases to be disabled as described above.

Termination of eligibility and participation in the CTA Death & Dismemberment Plan, the CTA Voluntary Group Life Insurance Plan, the CTA Voluntary Group Disability Insurance Plan, the CTA Aspiring Educator Group Accidental Death & Dismemberment Plan, and Classroom Setup Grant are described in their respective summary plan descriptions, summary of benefits and coverage certificates.

IV

DESCRIPTION OF PLAN BENEFITS

A. The CTA Death & Dismemberment Plan

The CTA Death & Dismemberment Plan provides death, accidental death, accidental dismemberment, and occupation/association leader accidental death and dismemberment benefits to eligible CTA members. The booklet entitled "CTA Death & Dismemberment Plan and Summary Plan Description" describes this plan in detail.

B. The Consumer Employee Benefits Education Program

This program may provide timely, comprehensive, and objective information in the form of educational consumer guides, newsletters, and other publications on various insurance, financial or wellness topics. Participants receive these benefits free of any charge. All CTA members are eligible for this program.

- C. The CTA Retiree Vision and Hearing Aid Discount Program
This program offers discounts on vision services and vision care materials, including laser vision correction, from optometrists and ophthalmologists who are Member Doctors of Vision Service Plan (VSP). This is not an insurance plan. In addition, effective September 1, 2016, this program offers discounts on hearing aids through TruHearing for VSP members and their extended family. The discounts and other terms and conditions, including exclusions and limitations, are described in detail in materials provided by VSP. Information can also be found on the CTA Member Benefits website.
- D. The CTA Voluntary Group Disability Insurance Plan
Benefits are described in the CTA Voluntary Group Disability Insurance Plan summary plan description/coverage certificates.
- E. The CTA Voluntary Group Life Insurance Plan
Benefits are described in the CTA Voluntary Group Life Insurance Plan summary plan description/coverage certificates.
- F. CTA Aspiring Educator Group Accidental Death & Dismemberment Plan
Benefits are described in the Group Accidental Death and Dismemberment Insurance Policy summary plan description/coverage certificates.
- G. The CTA Financial Planning and Investment Education Program
This program provides tools and resources to empower members to take action with educational topics that may include, saving for retirement through 403(b) and 457 plan education, basic financial topics, student loan forgiveness resources, and financial wellness.
The Trust will provide education through the CTAMemberBenefits.org website that may include calculators, videos, interactive tools, webinars, electronic newsletters, and web articles. Additionally, print materials and seminars will be provided to CTA members free of charge. All CTA members are eligible for this program.

H. The CTA Professional Development Innovation Fund

The CTA Professional Development Innovation Fund exists to assist active CTA members in their education profession by providing funds that may assist with professional development services or programs that aim to improve the effectiveness and long-term success of participants. This includes CTA conferences such as the New Educator Weekend Conference(s), Good Teaching Conference(s), and Special Education Conference, which provide professional development sessions. The program will be promoted by CTA.

Effective September 1, 2020, the CTA Economic Benefits Trust Member Welfare Benefit Plan began to offer the University Credit program as a part of the Professional Development Innovation Fund. This is a benefit for active CTA members attending CTA Statewide Conferences (CTA/NEA-Retired members are not eligible for university credit program). CTA Members, through attending conferences in-person, on-line or watching recordings, will be given the opportunity to accumulate the hours of professional growth needed to qualify for university credit units (15 hours per one unit) across the entire season of statewide conferences.

The CTA Conference Coordination Center handles the day-to-day and claims administration of this program.

I. The CTA Mental Health and Wellness Program

Effective August 1, 2022, the CTA Economic Benefits Trust Member Welfare Benefit Plan began to offer The CTA Mental Health and Wellness Program. This Program provides members with self-care resources that will help them focus on their mental health and wellness through an assortment of resources. Members can learn these new strategies through meditation and other resources to help cope with stress, anxiety and build self-care skills. All CTA members are eligible for these resources.

J. The CTA Classroom Setup Grant Program

Effective August 1, 2022, the CTA Economic Benefits Trust Member Welfare Benefit Plan began to offer The CTA Classroom Setup Grant Program. This is a special program for brand new educators (within their first year of teaching) to provide financial assistance towards the purchase of materials, resources, supplies, tools, and other educational instruments used by the educator to create and promote a positive learning environment in a classroom(s)/designated learning space(s). Full-time permanent TK-14 classroom educators in the State of California who are CTA members (and have not worked nor have been a CTA member previously in a different California school district), may apply for the one-time \$300 grant within 12 months from their Employment Start Date. This classroom setup grant is intended to help for those expenses not

compensated by other existing classroom budgets or funds from the school district. The grant is effective for Employment Start Dates starting June 1, 2023, or after. The amount of the grant may fluctuate in future years, so please refer to the CTA Classroom Setup Grant Summary of Benefits for the current grant amount.

V

HOW THE PLAN IS ADMINISTERED

The Board of Trustees of the CTA Economic Benefits Trust is the Plan Administrator for the CTA/EBT Member Welfare Benefit Plan and its component programs, the CTA Death & Dismemberment Plan, the Consumer Employee Benefits Education Program, the CTA Retiree Vision and Hearing Aid Discount Program, the CTA Financial Planning and Investment Education Program, the CTA Professional Development Innovation Fund, the CTA Mental Health and Wellness Program, and the CTA Classroom Setup Grant. The Trustees have the authority to resolve all questions pertaining to the administration, interpretation, and application of these programs. The Trustees have full discretion to interpret and construe the terms and provisions of these programs and to determine the rights of participants under these programs. The Trustees also have the discretionary authority to make factual determinations as to whether any individual is entitled to receive any benefits under these programs. The Trustees' determinations are final and binding upon all parties as to the rights of any person to benefit under these programs. The Trustees' decisions are to be reviewed under the arbitrary and capricious standard and only then upon the record and such evidence as is presented to the Trustees.

The Trustees may delegate any of these administrative duties among one or more persons or entities, if such delegation is in writing, expressly identifies the delegate(s), and expressly describes the nature and scope of the delegated responsibility.

With respect to the CTA Death & Dismemberment Plan, the Consumer Employee Benefits Education Program, the CTA Retiree Vision and Hearing Aid Discount Program, the CTA Financial Planning and Investment Education Program, the CTA Mental Health and Wellness Program, and the CTA Classroom Setup Grant, the Trustees have designated the CTA Member Benefits/Risk Management Department to handle the day-to-day operations of these programs. The Department's principal duty is to see that these programs are carried out, in accordance with their terms, for the exclusive benefit of persons entitled to participate in the Plan. The Trustees have designated the Conference Coordination Center to handle the day-to-day operation of the CTA Professional Development Innovation Fund. The CTA Economic Benefits Trust will bear its incidental costs of administering the Plan.

An insurance company insures the CTA Voluntary Group Disability Insurance Plan, the CTA Voluntary Group Life Insurance Plan, and the CTA Aspiring Educator Group Accidental Death & Dismemberment Plan. The insurance company processes claims, determines eligibility for benefits, is responsible for payment of all benefits under the policies and provides other administrative services. The insurer has the rights and duties described in the respective insurance contracts and in summary plan descriptions/coverage certificates. The Trustees have also designated the CTA Member Benefits/Risk Management Department to provide administrative support for these insured policies.

VI

AMENDMENT OR TERMINATION OF THE PLAN

CTA reserves the right to amend or terminate the Plan or any of its component benefit programs at any time by a written instrument duly adopted by CTA or any of its designees. The Trustees or the Manager of the CTA Member Benefits/Risk Management Department may sign insurance contracts for the Plan on behalf of CTA, including amendments to those contracts, and may adopt (by a written instrument) amendments to the Plan that are considered to be administrative in nature or advisable to comply with applicable law.

Participants are not vested in the benefits provided by the Plan. However, no amendment or termination of the Plan will retroactively deprive any participant or beneficiary of any benefit payment to which he or she had become entitled before the adoption or effective date of the amendment or termination of the Plan.

In the event that the Trust is terminated, all assets remaining in the Trust after payment of all liabilities will be used to provide participants with benefits of the type permitted under Internal Revenue Code Section 501(c)(9) until such monies have been exhausted or distributed to participants.

VII

CLAIMS AND APPEALS PROCEDURES

The Board of Trustees is the claims fiduciary for purposes of determining the amount of, and entitlement to, benefits under the CTA Death & Dismemberment Plan, the Consumer Employee Benefits Education Program, the CTA Retiree Vision and Hearing Aid Discount Program, the CTA Financial Planning and Investment Education Program, the CTA Professional Development Innovation Fund, the CTA Mental Health and Wellness Program, and the CTA Classroom Setup Grant.

The claims and appeals procedures for the CTA Death & Dismemberment Plan are set forth in the booklet entitled “CTA Death & Dismemberment Plan and Summary Plan Description.”

The claims and appeals procedure for the CTA Voluntary Group Life Insurance Plan, the CTA Voluntary Group Disability Insurance Plan, and the CTA Aspiring Educator Group Accidental Death & Dismemberment Insurance Policy are set forth in the summary plan descriptions/certificates for the respective insurance policies.

The claims and appeals procedures for the Consumer Employee Benefits Education Program, the CTA Financial Planning and Investment Education Program, the CTA Professional Development Innovation Fund, the CTA Retiree Vision and Hearing Aid Discount Program, the CTA Mental Health and Wellness Program, and the CTA Classroom Setup Grant, (collectively referred to in this Article VII as “The Programs”) are set forth below. These claims and appeals procedures apply to claims incurred on or after January 1, 2017. Claims incurred prior to January 1, 2017, will be determined under the terms of the Plan in effect at that time.

1. Filing a Claim for Benefits

With the exception of the Classroom Setup Grant and CTA Professional Development Innovation Fund, participants are not required to submit claims to obtain benefits under The Programs. In the event a participant is concerned that he or she has not received benefits from one of The Programs, the participant may file a claim/request for benefits. A participant, or an authorized representative of a participant (collectively referred to as the “claimant”), may file a written claim/request for benefits with the CTA Member Benefits Department. Documentation may be required showing that an individual is an authorized representative. Information on how to file a claim or access to benefits is available by telephone from the CTA Member Benefits Department at (650) 552-5200, on its website at www.CTAMemberBenefits.org, or by mail by writing to:

CTA Member Benefits/Risk Management Department
California Teachers Association
P.O. Box 933
Burlingame, California 94011-0933
Email address: memberbenefits@cta.org

Information on how to file a claim or access the benefits for CTA Professional Development Innovation Fund is available by telephone from the CTA Conference Coordination Center at (650) 552-5355, at www.CTA.org/Credit or by mail by writing to:

CTA Conference Coordination Center
California Teachers Association
1705 Murchison Drive
Burlingame, CA 94010
Email address: VirtualPass@CTA.org

Claims not filed within 180 days after benefits are first provided, or denied in whole or in part, will be denied.

2. Notice of Claim Denial

If a claim is wholly or partially denied, the claimant shall receive a written notice of denial containing: (i) the specific reason(s) for denial; (ii) reference to the specific Plan provision(s) on which the denial is based; (iii) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and (iv) appropriate information as to the steps to be taken to appeal the denial of the claim, including a description of the Plan's appeals procedures, the time limits applicable to such procedures, and a statement of the claimant's right to bring a civil action under ERISA Section 502(a) following a denial on appeal.

Written notice of denial shall be given within a reasonable period of time, but not later than 90 days after the claim is received by the Plan, unless special circumstances require an extension of time for processing the claim. If an extension is required, written notice shall be furnished to the claimant within 90 days of the time the claim is filed, stating the special circumstances requiring an extension of time and the date by which a decision on the claim can be expected, which shall not be more than 180 days from the date the claim was filed. If the written notice of denial is not given within the time required, the claimant will be deemed to have exhausted the administrative remedies available under the Plan and will be entitled to pursue any available remedies under ERISA Section 502(b) on the basis that the Plan failed to provide a reasonable claims procedure that would yield a decision on the merits of the claim.

3. Right of Appeal

The claimant may appeal the claim denial by filing a written appeal within 60 days after receipt of the written notice of denial. The Trustees or their designee may consider a late appeal if they conclude the delay in filing was for reasonable cause; however, in no event will an appeal be considered if it is filed more than twelve months after receipt of the written notification of denial.

When any appeal is received, the claim and its denial shall receive a full and fair review by the Trustees or any person to whom they delegate this function. As part of the review procedure, the claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim. The claimant may also submit comments, documents, records, and other information to be considered by the Trustees, without regard to whether such information was submitted or considered in the initial review. However, the claimant shall have no right to appear personally before the reviewing group unless that group concludes that such an appearance would be of value in enabling it to perform its obligations hereunder.

A written notice of decision on the appeal of a claim denial shall be furnished to the claimant, which contains: (i) the specific reason(s) for the decision; (ii) references to the specific Plan provision(s) on which the decision 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 documents, records, and other information relevant to the claim; and (iv) a statement of the claimant's right to bring an action under ERISA Section 502(a) following the denial of the claim on appeal.

Such written notice of decision on appeal shall be given within a reasonable period of time, but not later than 60 days after receipt of the claimant's appeal, unless special circumstances require an extension of time for processing the appeal. If such an extension is required, written notice shall be furnished to the claimant within 60 days of the time the appeal is filed, stating the special circumstances requiring an extension of time and the date by which a decision on the appeal can be expected, which shall not be more than 120 days from the date the appeal was filed. If the reason for taking an extension, however, is to obtain necessary information from the claimant, the Plan will be permitted more time to decide the appeal. The claimant will be provided with a written request specifying the information required and will be given at least 90 days to provide that information. If the claimant does not timely respond to the Plan's request, the Plan will notify the claimant in writing at least 30 days before the final decision on review is made, that such decision will be made regardless of whether the claimant responds.

If the written notice of decision on appeal is not given within the time required, the claimant will be deemed to have exhausted the administrative remedies available under the Plan and will be entitled to pursue any available remedies under ERISA Section 502(a) on the basis that the Plan failed to provide a

reasonable claims procedure that would yield a decision on the merits of the claim.

No action shall be brought against the Trust or the Plan until after exhaustion of the claims and appeals procedures. No such action shall be brought more than one year after the end of the time within which a claim must be filed.

VIII

GENERAL INFORMATION ABOUT THE PLAN

- A. Plan Name.** The name of the Plan is the CTA/EBT Member Welfare Benefit Plan.
- B. Type of Plan.** The Plan is a welfare benefit plan providing the following benefits through seven (7) self-funded benefit programs – (1) death, accidental death & dismemberment, and occupation/association leader accidental death & dismemberment, (2) consumer employee benefits education, (3) financial planning and investment education, (4) professional development, (5) retiree vision and hearing aid discounts, (6) mental health and wellness, (7) classroom setup grant, and three (3) insured programs for life, disability benefits and accidental death and dismemberment benefits.
- C. Plan Year.** The Plan's fiscal year is September 1 to August 31.
- D. Plan Number.** The plan number for all of the component plans is 590.
- E. Plan Sponsor.** The Plan Sponsor is the California Teachers Association, P.O. Box 933, Burlingame, CA 94011-0933, (650) 552-5200, www.cta.org. The Employer Identification Number for the California Teachers Association is 94-0362310.
- F. Plan Administrator.** The Plan Administrator is the Board of Trustees of the CTA Economic Benefits Trust, through the CTA Member Benefits/Risk Management Department. The contact information for the Plan Administrator is:

Member Benefits/Risk Management Department
California Teachers Association
P.O. Box 933
Burlingame, CA 94011-0933
(650) 552-5200
www.cta.org
Email: memberbenefits@cta.org

- G. Type of Administration.** The Plan is self-administered by the CTA Member Benefits Department, with the exception of the insured life and

disability programs, which are administered by the insurance company. The CTA Member Benefits/Risk Management Department provides administrative support to the insured life and disability programs.

- H. Board of Trustees.** All assets of the Plan are in a separate tax-exempt trust known as the California Teachers Association Economic Benefits Trust. The Board of Trustees of the Trust are the individuals who hold the office of CTA President, CTA Vice President, CTA Secretary-Treasurer and CTA Executive Director and their address and telephone number are California Teachers Association, P.O. Box 933, Burlingame, CA 94011-0933, (650) 552-5200.
- I. Plan Contributions and Funding.** The CTA Death & Dismemberment Plan, the Consumer Employee Benefits Education Program, the CTA Retiree Vision and Hearing Aid Discount Program, the CTA Financial Planning and Investment Education Program, the CTA Professional Development Innovation Fund, the CTA Mental Health and Wellness Program, and the CTA Classroom Setup Grant are self-funded through the CTA Economic Benefits Trust. CTA is responsible for determining the basis upon which these programs will be funded. Members who participate in the CTA Voluntary Group Disability Insurance Plan and the CTA Voluntary Group Life Insurance Plan pay premiums directly to the insurer, through payroll deduction or otherwise, for such insurance coverage. The CTA Economic Benefits Trust pays the premium for the CTA Aspiring Educator Group Accidental Death & Dismemberment Plan.
- J. Circumstances Which May Result in Denial or Loss of Benefits.** Benefits will cease when a person fails to maintain his or her CTA membership. Benefits will cease upon termination of the Plan or upon termination or amendment of one of the component benefit programs. For other conditions that will result in loss of benefits, see Article III. Eligibility and Participation Requirements. See the summary plan descriptions/certificates of coverage for the CTA Death & Dismemberment Plan, the CTA Voluntary Group Life Insurance Plan, the CTA Voluntary Group Disability Insurance Plan, the CTA Aspiring Educator Group Accidental Death & Dismemberment Plan, and CTA Classroom Setup Grant Summary of Benefits for descriptions of the circumstances which may result in denial or loss of benefits under those plans.
- K. Agent for Service of Legal Process.** Service of legal process may be made upon the Plan's legal counsel, Bush Gottlieb, a Law Corporation, at 801 North Brand Boulevard, Suite 950, Glendale, CA 91203. Service of legal process may also be made upon a Plan Trustee or the Plan Administrator, located at Member Benefits/Risk Management Department, California Teachers Association, P.O. Box 933, Burlingame, CA 94011-0933.

IX

STATEMENT OF ERISA RIGHTS

As a participant in a plan covered by ERISA, you are entitled to certain rights and protections under ERISA. ERISA provides that, as a participant, you are entitled to:

Receive Information about Your Plan and Benefits

- Examine, without charge, at the Administrative Office, and upon 10 days advance written request at local chapter offices, all documents governing the Plan, including insurance contracts and copies of the latest annual reports (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Administrative Office, copies of documents governing the administration of the Plan, including insurance contracts, and copies of the latest annual reports (Form 5500 Series) and updated summary plan descriptions. The Administrative Office will make a reasonable charge for the copies.
- Receive summaries of the Plan's annual financial reports. The Plan Administrator is required by law to furnish each participant with copies of these summary annual reports.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for participants, ERISA imposes duties upon the people who are responsible for the operation of the component benefit programs. These people, called "fiduciaries" of the programs, have a duty to operate the programs prudently and in the interest of you and other Plan participants. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual reports from the Plan and do not receive them within 30 days, you may file a suit in a Federal court. In such a case, the court may require the Plan Administrator to

provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the Plan Administrator's control. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that component benefit program fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose (for example, if the court finds your claim is frivolous), the court may order you to pay these costs and fees.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.