
California Teachers Association Economic Benefits Trust

P.O. Box 921
Burlingame CA 94011-0921
(650) 552-5200

CERTIFICATE AND SUMMARY PLAN DESCRIPTION

SUMMER BENEFIT PROGRAM

Program Sponsor has established a Summer Benefit program (the "Program") and agreed to provide Summer Benefits according to the terms of this Program Document. Program Sponsor is solely responsible for payment of Summer Benefits payable under the terms of this Program.

Program Sponsor has retained Standard Insurance Company ("Standard") as Claims Administrator for the Program. Standard shall receive, process, investigate and evaluate claims for benefits and shall recommend to Program Sponsor approval or denial of each claim. Standard shall also investigate and process appeals of denied claims and recommend to Program Sponsor approval or denial of each appeal. In each case, Program Sponsor retains the right of final review and decision on all claims and appeals.

Standard will also perform certain administrative services for the Program, including advising and assisting Program Sponsor with preparation and revision of the Program and providing actuarial services. Standard has no authority or obligation with respect to management or investment of the assets of the Program or Program Sponsor's right of subrogation under the Program.

You will be covered as provided by the terms of the Program. Possession of this Certificate and Summary Plan Description does not necessarily mean you are covered. You are covered only if you meet the requirements set out in this Certificate and Summary Plan Description.

Program Sponsor has the right at any time to amend or terminate the Program. If your coverage is changed by an amendment to the Program, Program Sponsor will provide you with a revised Certificate and Summary Plan Description or other notice. No agent has authority to change the Program or to waive any of its provisions.

All provisions on this and the following pages are part of this Program. "You" and "your" mean the Participant. "We," "us," and "our" mean the Program Sponsor and may include Standard in its capacity as Claims Administrator on behalf of the Program Sponsor. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in boldface type.

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COVERAGE FEATURES

This section contains many of the features of the Program coverage. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

GENERAL PROGRAM INFORMATION

Program Sponsor:	California Teachers Association Economic Benefits Trust
Employer(s):	Any division of the California Public Schools Any non-public school in California Any state college in California Any state university in California An institution of higher education in California
Claims Administrator:	Standard Insurance Company
ASO Number:	502995-A
Program Effective Date:	September 1, 2022

BECOMING COVERED

To become covered you must be a Participant.

Participant means an active employee who is a CTA member in good standing and is insured under group disability insurance policy 501000-M, issued by Standard Insurance Company to California Teachers Association Economic Benefits Trust as policyholder:

Participant does not include a student member of California Teachers Association, a non-member of California Teachers Association, a retired member of California Teachers Association, or a full time member of the armed forces of any country.

Eligibility Date:	You are eligible on the later of the following dates:
	1. The Program Effective Date; and
	2. The date you become or return as a Participant.

SCHEDULE OF COVERAGE

Program Benefits:

Summer Benefit:	Up to \$4,500 per Benefit Year, for up to two Benefit Years. (See the section entitled Summer Benefit .)
Benefit Waiting Period:	None. You become eligible for benefits under the Program Document on the day you meet the definition of disability under group disability insurance policy 501000-M.
Maximum Benefit Period:	The two calendar months of June and July, for up to two Benefit Years.

If you qualify for the Summer Benefit, but are not Disabled for every day of the entire calendar months of June and July, you may be eligible to receive a \$500 weekly Summer Benefit for any of the following periods in which you meet the definition of Disabled for at least one day during that period, but not to exceed a total benefit amount of \$4,500 per Benefit Year.

<u>Disability Period (for the first and second Benefit Years only)</u>	<u>Amount</u>
June 1 through June 7:	\$500.00
June 8 through June 14:	\$500.00
June 15 through June 21:	\$500.00
June 22 through June 28:	\$500.00
June 29 through July 5:	\$500.00
July 6 through July 12:	\$500.00
July 13 through July 19:	\$500.00
July 20 through July 26:	\$500.00
July 27 through July 31:	\$500.00

Maximum Benefit:	The maximum Summer Benefit payable is \$9,000
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PREMIUM CONTRIBUTIONS

Coverage is:	Noncontributory
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ERISA SUMMARY PLAN DESCRIPTION INFORMATION

Name of Plan:	Summer Benefit Program
Name, Address of Plan Sponsor:	California Teachers Association Economic Benefits Trust P.O. Box 921 Burlingame CA 94011-0921
Plan Sponsor Tax ID Number:	94-0362310
Plan Number:	590
Type of Plan:	Summer Benefit
Type of Administration:	Contract Administration
Name, Address, Phone Number of Plan Administrator:	California Teachers Association Economic Benefits Trust P.O. Box 921 Burlingame CA 94011-0921 (650) 552-5200
Name, Address of Registered Agent for Service of Legal Process:	Erica Deutsch Bush Gottlieb, a Law Corporation 801 North Brand Boulevard, Suite 950 Glendale, CA 91203 (818) 973-3257 edeutsch@bushgottlieb.com www.bushgottlieb.com
If Legal Process Involves Claims For Benefits Under The Group Policy, Additional Notification of Legal Process Must Be Sent To:	Standard Insurance Company 1100 SW 6th Ave Portland OR 97204-1093
Sources of Contributions:	Program Sponsor
Funding Medium:	Program Sponsor Funded
Plan Fiscal Year End:	August 31

COVERAGE STATEMENT

If you become Disabled while covered under the Program, Summer Benefits will be payable according to the terms of the Program after we receive satisfactory proof as specified in the **Summer Benefit** section.

WHEN YOUR COVERAGE BECOMES EFFECTIVE

Your coverage becomes effective on the date you become eligible.

WHEN YOUR COVERAGE ENDS

Your coverage ends automatically on the earliest of:

1. The date the Program terminates.
2. The date your insurance under group disability insurance policy 501000-M ends, unless you are receiving disability benefits under that plan.
3. The date you cease to be a Participant.

REINSTATEMENT OF COVERAGE

If your coverage ends, you may become covered again as a new Participant. However, the following will apply:

1. If your coverage ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Participant again immediately following the period allowed, your coverage will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.
2. In no event will coverage be retroactive.

DEFINITION OF DISABILITY

You are Disabled if you meet the definition of disability, and/or are approved for a disability claim, under group disability insurance policy 501000-M, issued by Standard Insurance Company to California Teachers Association Economic Benefits Trust as Policyholder.

TEMPORARY RECOVERY

You may temporarily recover from your Disability and then become Disabled again from the same cause or causes without having to serve a new Benefit Waiting Period. **Temporary Recovery** means you cease to be Disabled for no longer than the applicable Allowable Period.

A. Allowable Periods during the Maximum Benefit Period

The allowable period of temporary recovery under group disability insurance policy 501000-M.

B. Effect Of Temporary Recovery

If your Temporary Recovery does not exceed the Allowable Periods, 1 through 3 below will apply.

1. The period of Temporary Recovery will not count toward your Maximum Benefit Period.
2. No benefits will be payable for the period of Temporary Recovery.
3. Except as stated above, the provisions of the Program Document will be applied as if there had been no interruption of your Disability.

SUMMER BENEFIT

The amount of the Summer Benefit is shown in the **Coverage Features**.

We will pay a Summer Benefit if you become Disabled while covered under the Program, and your period of Disability includes dates between June 1 and July 31 of the calendar year.

For each qualifying Disability, the Summer Benefit will be paid to you on a monthly basis for the months of June and July only, provided you are Disabled during that time, for up to two Benefit Years, until you have received up to \$9,000 of Summer Benefit payments.

WHEN SUMMER BENEFITS END

Your Summer Benefits end automatically on the earliest of:

1. The date you are no longer Disabled.
2. The date you have received the Maximum Benefit amount.
3. The date the Maximum Benefit Period ends.
4. The date you fail to provide proof of continued Disability and entitlement to benefits.
5. The date the Program Sponsor fails to fund the Program.

BENEFITS AFTER COVERAGE ENDS OR IS CHANGED

During each period of continuous Disability, Summer Benefits will be payable according to the terms of the Program in effect on the date you become Disabled. Your right to receive Benefits will not be affected by:

1. Any amendment to the Program that is effective after you become Disabled; or
2. Termination of the Program after you become Disabled, unless the Program terminates due to the Program Sponsor failing to fund the Program.

EFFECT OF NEW DISABILITY

If a period of Disability is extended by a new cause while Benefits are payable, Benefits will continue while you remain Disabled. However, 1 and 2 below will apply.

1. Benefits will not continue beyond the end of the original Maximum Benefit Period.
2. All provisions of the Program will apply to the new cause of Disability.

CLAIMS

A. Notice of Claim

Written notice of claim must be given to Claims Administrator within 60 days after the occurrence or commencement of any claim payable under this Program, or as soon thereafter as is reasonably possible. Written notice includes a written notice of claim for disability benefits under group disability insurance policy 501000-M.

B. Time Limits On Filing Proof Of Claim

Written proof of claim as specified in the **Summer Benefit** section must be furnished to Claims Administrator within 90 days of meeting the requirements specified to receive the Summer Benefits under the Program. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to submit proof within such time, provided such

proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the Participant, later than one year from the time proof is otherwise required.

C. Documentation

It is the claimant's responsibility to provide Claims Administrator completed claim statements, a signed authorization to obtain information, and any other items Claims Administrator may reasonably require in support of a claim. If the required documentation is not provided within 45 days after Claims Administrator mails a request, the claim may be denied.

D. Physical Examinations

We at our expense shall have the right and opportunity to examine the person of any individual whose Injury or Sickness is the basis of claim when and as often as it may reasonably require during the pendency of a claim hereunder.

E. Time Of Payment

Summer Benefits will be paid to you at the end of each month upon receipt of due written proof of claim. Any balance remaining unpaid upon the termination of the period of liability will be paid immediately upon receipt of due written proof. All other benefits payable under the Program will be paid (to the Participant) as they accrue immediately upon receipt of due written proof of claim.

F. Notice Of Decision On Claim

Claims Administrator will evaluate your claim promptly after you file it. Within 45 days after Claims Administrator receives your claim, Claims Administrator will send you: (a) a written decision on your claim; or (b) a notice that Claims Administrator is extending the period to decide your claim for 30 days.

Before the end of this extension period, Claims Administrator will send you: (a) a written decision on your claim; or (b) a notice that Claims Administrator is extending the period to decide your claim for an additional 30 days. If an extension is due to your failure to provide information necessary to decide the claim, the extended time period for deciding your claim will not begin until you provide the information or otherwise respond.

If Claims Administrator extends the period to decide your claim, Claims Administrator will notify you of the following: (a) the reasons for the extension; (b) when Claims Administrator expects to decide your claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information Claims Administrator needs to resolve those issues.

If Claims Administrator requests additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, Claims Administrator may decide your claim based on the information Claims Administrator has received.

If Claims Administrator denies any part of your claim, you will receive a written notice of denial containing:

1. The reasons for the decision.
2. Reference to the parts of the Program Document on which the decision is based.
3. A copy of any internal rule or guideline relied upon in making the decision.
4. A description of any additional information needed to support your claim.
5. Information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your claim.
6. Information concerning your right to a review of the decision.

7. Information regarding the claimant's right to appeal under the CTA Advisory Panel on Endorsed Services.
8. Information concerning your right to bring a civil action for benefits under section 502(a) of ERISA if your claim is denied on review.

G. Review Procedure

If all or part of a claim is denied, you may request a review. You must request a review in writing within 180 days after receiving notice of the denial.

The person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgment, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgment and will not be subordinate to that person.

Claims Administrator will review your claim promptly after Claims Administrator receives your request. Within 45 days after Claims Administrator receives your request for review, Claims Administrator will send you: (a) a written decision on review; or (b) a notice that Claims Administrator is extending the review period for 45 days. If the extension is due to your failure to provide information necessary to decide the claim on review, the extended time period for review of your claim will not begin until you provide the information or otherwise respond.

If Claims Administrator extends the review period, Claims Administrator will notify you of the following: (a) the reasons for the extension; (b) when Claims Administrator expects to decide your claim on review; and (c) any additional information Claims Administrator needs to decide your claim.

If Claims Administrator requests additional information, you will have 45 days to provide the information. If you do not provide the requested information within 45 days, Claims Administrator may conclude the review of your claim based on the information Claims Administrator has received.

Before Claims Administrator issues a decision on appeal, Claims Administrator will provide you, free of charge, with any new evidence or rationale considered, relied upon, or generated by Claims Administrator in connection with the claim, and Claims Administrator would provide such new evidence or rationale sufficiently in advance of the decision deadline date to give you with a reasonable opportunity to respond prior to that date.

If Claims Administrator denies any part of your claim on review, you will receive a written notice of denial containing:

1. The reasons for the decision.
2. Reference to the parts of the Program on which the decision is based.
3. A copy of any internal rule or guideline relied upon in making the decision.
4. Information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your claim.
5. Information concerning the claimant's right to a review of Claims Administrator's decision by the CTA Advisory Panel on Endorsed Services.
6. Information concerning the right to bring a civil action for benefits under section 502(a) of ERISA.

If you are a member of California Teachers Association whose claim was denied on review and you disagree or are dissatisfied with the decision on the claim, a written appeal for review may be filed with the CTA Advisory Panel on Endorsed Services. The complaint must be filed within 180 days after receiving notice of the denial upon review and in accordance with the CTA Advisory Panel on Endorsed Services' established procedures. The CTA Advisory Panel on Endorsed Services will

investigate and review the member's request for review in accordance with its established procedures, and may uphold or reverse Claims Administrator's decision.

The CTA Complaint Review Request Form for the CTA Advisory Panel on Endorsed Services may be obtained by contacting:

California Teachers Association
Member Benefits Department
P.O. Box 921
Burlingame CA 94011-0921

For further eligibility requirements and deadlines for submission, please contact CTA Member Benefits at: (650) 552-5200 or memberbenefits@cta.org.

H. Assignment

The rights and benefits under the Program are not assignable.

LIMITED AGENCY APPOINTMENT OF STANDARD

Program Sponsor has appointed Standard to act on its behalf as Claims Administrator for the Program and grants Standard authority to fulfill the Obligations of Claim Administration as provided herein. Standard is empowered to act on behalf of Program Sponsor in connection with the Program only as expressly stated in this Program. Standard has no authority or obligation with respect to (1) Program Sponsor's right of subrogation under the Program, or (2) management or investment of the assets of the Program

Standard's decisions are subject to the review procedures of the Program Sponsor.

TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after you have given us proof of claim. No such action may be brought more than one year after the earlier of:

1. The date we receive proof of claim; and
2. The time within which proof of satisfying the requirements for payment of benefits under this Program is required to be given.

CLERICAL ERROR

Clerical error by Program Sponsor, your Employer, Claims Administrator, or their respective employees or representatives will not:

1. Cause a person to become covered.
2. Invalidate coverage under the Program otherwise validly in force.
3. Continue coverage under the Program otherwise validly terminated.

TERMINATION OR AMENDMENT OF THE PROGRAM

Program Sponsor may terminate the Program in whole, and may terminate coverage for any class or group of Participants, at any time.

Benefits under the Program are limited to its terms, including any valid amendment. No change or amendment will be valid unless approved by Program Sponsor and evidenced by an amendment.

No agent has authority to change or amend the Program or to waive any of its terms or provisions.

Any such change or amendment of the Program may apply to current or future Participants or to any separate classes or groups of Participants.

CONTINUED COVERAGE DURING SCHOOL VACATIONS

If you cease to be a Participant because of a Scheduled Vacation Period, your coverage will be continued during that period.

DEFINITIONS

Eligibility Date means the date you become eligible for insurance under the Program. See **Coverage Features**.

Maximum Benefit Period means the longest period for which benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins on the date you receive your first Summer Benefit payment. No benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. See **Coverage Features**.

Noncontributory means coverage under the Program is nonelective and Program Sponsor pays the entire cost of coverage.

Physician means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your spouse, or the brother, sister, parent, or child of either you or your spouse.

Program means the Summer Benefit Program established by Program Sponsor and identified by the ASO Number.

Scheduled Vacation Period means a vacation period, other than a leave of absence, for which you are scheduled to be away from work for at least 2 but less than 14 consecutive weeks.

Summer Benefits mean the benefits payable to you under the terms of the Program.

ERISA INFORMATION AND NOTICE OF RIGHTS

The following information and notice of rights and protections is furnished by the Plan Administrator as required by the Employee Retirement Income Security Act of 1974 (ERISA)

A. General Plan Information

The General Plan Information required by ERISA is shown in the **Coverage Features**.

B. Statement Of Your Rights Under ERISA

1. Right To Examine Plan Documents

You have the right to examine all Plan documents, including any insurance contracts or collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration. These documents may be examined free of charge at the Plan Administrator's office.

2. Right To Obtain Copies Of Plan Documents

You have the right to obtain copies of all Plan documents, including any insurance contracts or collective bargaining agreements, a copy of the latest annual report (Form 5500 Series), and updated summary plan description upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for these copies.

3. Right To Receive A Copy Of Annual Report

The Plan Administrator must give you a copy of the Plan's summary annual financial report, if the Plan was required to file an annual report. There will be no charge for the report.

4. Right To Review Of Denied Claims

If your claim for a Plan benefit is denied or ignored, in whole or in part, you have the right: a) to know why this was done; b) to obtain copies of documents relating to the decision, without charge; and c) to have your claim reviewed and reconsidered, all within certain time schedules.

C. Obligations Of Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of all Plan participants and beneficiaries. 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 Plan benefit or exercising your rights under ERISA.

D. Enforcing ERISA Rights

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file 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 control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that Plan 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, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

E. Plan And ERISA Questions

If you have any questions about the 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, DC 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.

F. Additional Procedures For Claims Based on Disability Determinations Filed on or after April 1, 2018

If we deny any part of your claim for a benefit that relies on a disability determination, you will receive a written notice of denial containing a copy of any internal rule or guideline relied upon in making the decision, or a statement that no such rules or guidelines exist. The notice of denial will also include information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your claim.

If all or part of a claim is denied, you may request a review. Before we issue a decision on review for a benefit that relies on a disability decision, we will provide you, free of charge, with any new evidence or rationale considered, relied upon, or generated by us in connection with the claim, and we will

provide such new evidence or rationale sufficiently in advance of the decision deadline date to give you a reasonable opportunity to respond prior to that date.

If our review results in a denial of any part of your claim for a benefit that relies on a disability decision, your written notice of denial will contain a copy of any internal rule or guideline relied upon in making the decision, or a statement that no such rules or guidelines exist. The notice of denial will also include information concerning your right to bring a civil action for benefits under section 502(a) of ERISA and a description of any applicable contractual limitations period that applies to your right to bring such an action, including the calendar date on which the contractual limitations period expires for the claim.

ERISA.90.01

CA/LTDC2000 (ASO)