

SUMMARY OF MATERIAL MODIFICATIONS

TO THE

DENTAL PLAN

OF UNIFIED SCHOOL DISTRICT NO. 428

To: All Plan Participants and Beneficiaries of Unified School District No. 428 Employee Dental Care Plan

This notice, called a "Summary of Material Modifications," advises you of changes to your coverage under the Plan listed above. Please read this notice carefully, and if you have any questions, please contact the Plan Administrator.

Keep this notice with your Plan Document/Summary Plan Description and make a note in your PD/SPD as to what sections have been changed so that when you go to look up information you will be reminded that certain information has changed.

Effective September 1, 2011

Amendment Number One

To

Unified School District No. 428 Employee Dental Care Plan

1. The Section entitled *Eligibility/Eligible Classes of Dependents* is amended to read as follows:

Eligible Classes of Dependents. A Dependent is any one of the following persons:

- (1) A covered Employee's Spouse.

The term "Spouse" shall mean the person recognized as the covered Employee's husband or wife under the laws of the state where the covered Employee lives or was married. The Plan Administrator may require documentation proving a legal marital relationship.

- (2) A covered Employee's Child(ren).

An Employee's "Child" includes his natural child, stepchild, adopted child, or a child placed with the Employee for adoption. An Employee's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end on the child's birthday.

- (3) A covered Employee's Qualified Dependents.

The term "children" shall include children for whom the Employee or Spouse is a Legal Guardian. The Legal Guardianship must be established through a court of law, and the child must be under the age of 18 when the court decree is final.

- (4) An Alternate Recipient

Any child of a Plan Participant who is an alternate recipient under a qualified medical child support order shall be considered as having a right to Dependent coverage under this Plan. The Employee must otherwise be eligible for coverage under the Plan and if not covered, the Plan must enroll the Employee. A participant of this Plan may obtain, without charge, a copy of the procedures governing qualified medical child support order (QMCSO) determinations from the Plan Administrator. Coverage shall be effective on the first day immediately following the date the Plan Administrator

qualifies the medical child support order.

The Plan Administrator may require documentation proving eligibility for Dependent coverage, including birth certificates, tax records or initiation of legal proceedings severing parental rights.

These persons are excluded as Dependents: other individuals living in the covered Employee's home, but who are not eligible as defined; the legally separated or divorced former Spouse of the Employee; a Spouse living outside the USA; any person who is on active duty in any military service of any country; a Foster Child, or any person who is covered under the Plan as an Employee.

If a person covered under this Plan changes status from Employee to Dependent or Dependent to Employee, and the person is covered continuously under this Plan before, during and after the change in status, credit will be given for deductibles and all amounts applied to maximums.

If both mother and father are Employees, their children will be covered as Dependents of the mother or father, but not of both.

Eligibility Requirements for Dependent Coverage. A family member of an Employee will become eligible for Dependent coverage on the first day that the Employee is eligible for Employee coverage and the family member satisfies the requirements for Dependent coverage.

At any time, the Plan may require proof that a Spouse, Qualified Dependent or a Child qualifies or continues to qualify as a Dependent as defined by this Plan.

2. The Section entitled *Termination of Coverage* is replaced with the following:

When Employee Coverage Terminates. Employee coverage will terminate on the earliest of these dates (except in certain circumstances, a covered Employee may be eligible for COBRA continuation coverage. For a complete explanation of when COBRA continuation coverage is available, what conditions apply and how to select it, see the section entitled Continuation Coverage Rights under COBRA):

- (1) The date the Plan is terminated.
- (2) The last day of the calendar month in which the covered Employee ceases to be in one of the Eligible Classes. This includes death or termination of Active Employment of the covered Employee. (See the section entitled Continuation Coverage Rights under COBRA.) It also includes an Employee on disability, leave of absence or other leave of absence, unless the Plan specifically provides for continuation during these periods.
- (3) The date the Employee enters the full-time, active armed forces of any country.
- (4) The end of the period for which the required contribution has been paid if the charge for the next period is not paid when due.
- (5) The last day of the calendar month in which the covered Employee voluntarily terminates coverage under the Plan by submitting written notification to the Plan Administrator.
- (6) If an Employee commits fraud or makes an intentional misrepresentation of material fact in applying for or obtaining coverage, or obtaining benefits under the Plan, then the Employer or Plan may either void coverage for the Employee and covered Dependents for the period of time coverage was in effect, may terminate coverage as of a date to be determined at the Plan's discretion, or may immediately terminate coverage.

Continuation During Periods of Disability, Leave of Absence or Temporary Layoff. A person may remain eligible for a limited time if active, full-time work ceases due to disability, leave of absence or layoff. This continuance will end as follows:

For disability leave only: the last day of the calendar month following the 90th day the person last worked as an Active Employee. An Employee who qualifies and receives regular pay for personal paid time off, sick leave,

earned time, vacation time, or other salary compensation as defined by the Employer shall be deemed to be an Active Employee during that time for purposes of the Plan. Income received due to Workers Compensation is not considered a salary defined by the Employer. Two or more periods of disability due to unrelated Illnesses will be considered one period of disability unless separated by the Employee's return to Active Work for at least one full day. The Employee may be responsible for the cost of coverage.

For leave of absence or temporary layoff only: the last day of the calendar month following the 90th day the person last worked as an Active Employee. The Employee may be responsible for the cost of coverage.

Continuation During Family and Medical Leave. Regardless of the established leave policies mentioned above, this Plan shall at all times comply with the Family and Medical Leave Act of 1993 as promulgated in regulations issued by the Department of Labor. FMLA runs concurrently with any employer-certified disability, leave of absence or layoff.

During any leave taken under the Family and Medical Leave Act, the Employer will maintain coverage under this Plan on the same conditions as coverage would have been provided if the covered Employee had been continuously employed during the entire leave period.

If Plan coverage terminates during the FMLA leave, coverage will be reinstated for the Employee and his or her covered Dependents if the Employee returns to work in accordance with the terms of the FMLA leave. Coverage will be reinstated only if the person(s) had coverage under this Plan when the FMLA leave started, and will be reinstated to the same extent that it was in force when that coverage terminated. For example, Pre-Existing Conditions limitations and other Waiting Periods will not be imposed unless they were in effect for the Employee and/or his or her Dependents when Plan coverage terminated. Coverage under FMLA ends on the earliest of these events:

- (1) the date the Plan is terminated.
- (2) The last day of the calendar month after the Plan Administrator receives a request to voluntarily terminate coverage.
- (3) The end of the period for which the required contribution has been paid if the charge for the next period is not paid when due.
- (4) The last day of the calendar month in which FMLA leave ends and the Employee does not return to Active full-time work.

Rehiring a Terminated Employee. A terminated Employee who is rehired will be treated as a new hire and be required to satisfy all Eligibility and Enrollment requirements. However, if an Employee returns to work and continues COBRA coverage under this Plan until their Enrollment Date, the Employee will not have to satisfy a Waiting Period. The Pre-Existing Conditions Limitations provision will apply only to the extent it was in effect on the last day of COBRA coverage.

Employees on Military Leave. Employees going into or returning from military service may elect to continue Plan coverage as mandated by the Uniformed Services Employment and Reemployment Rights Act (USERRA) under the following circumstances. These rights apply only to Employees and their Dependents covered under the Plan immediately before leaving for military service.

- (1) The maximum period of coverage of a person and the person's Dependents under such an election shall be the lesser of:
 - (a) The 24 month period beginning on the date on which the person's absence begins; or
 - (b) The day after the date on which the person was required to apply for or return to a position of employment and fails to do so.
- (2) A person who elects to continue health plan coverage must pay up to 102% of the full contribution under the Plan, except a person on active duty for 30 days or less cannot be required to pay more than the Employee's share, if any, for the coverage.
- (3) An exclusion or Waiting Period may not be imposed in connection with the reinstatement of coverage upon reemployment if one would not have been imposed had coverage not been terminated because of service. However, an exclusion or Waiting Period may be imposed for coverage of any Illness or Injury determined by the Secretary of Veterans Affairs to have been incurred in, or aggravated during, the performance of uniformed service.

If the Employee wishes to elect this coverage or obtain more detailed information, contact the Plan Administrator: Unified School District 428, 201 Patton Road, Great Bend, Kansas, 67530, (620) 793-1500. In general, the Employee must meet the same requirements for electing USERRA coverage as are required under COBRA continuation coverage requirements. Coverage elected under these circumstances is concurrent not cumulative. The Employee may elect USERRA continuation coverage for the Employee and their Dependents. Only the Employee has election rights. Dependents do not have any independent right to elect USERRA health plan continuation.

When Dependent Coverage Terminates. A Dependent's coverage will terminate on the earliest of these dates (except in certain circumstances, a covered Dependent may be eligible for COBRA continuation coverage. For a complete explanation of when COBRA continuation coverage is available, what conditions apply and how to select it, see the section entitled Continuation Coverage Rights under COBRA):

- (1) The date the Plan or Dependent coverage under the Plan is terminated.
- (2) The last day of the calendar month in which the covered Employee ceases to be in one of the Eligible Classes. This includes death or termination of Active Employment of the covered Employee. (See the section entitled Continuation Coverage Rights under COBRA.)
- (3) The last day of the calendar month in which a covered Spouse loses coverage due to loss of dependency status. (See the section entitled Continuation Coverage Rights under COBRA.)
- (4) The last day of the calendar month that a Dependent child ceases to be a Dependent as defined by the Plan. (See the section entitled Continuation Coverage Rights under COBRA.)
- (5) The date the Dependent enters the full-time, active armed forces of any country.
- (6) The last day of the calendar month after the Plan Administrator receives a written request to voluntarily terminate coverage.
- (7) The end of the period for which the required contribution has been paid if the charge for the next period is not paid when due.
- (8) If a Dependent commits fraud or makes an intentional misrepresentation of material fact in applying for or obtaining coverage, or obtaining benefits under the Plan, then the Employer or Plan may either void coverage for the Dependent for the period of time coverage was in effect, may terminate coverage as of a date to be determined at the Plan's discretion, or may immediately terminate coverage.

3. The Section entitled *Open Enrollment* is amended to read as follows:

OPEN ENROLLMENT

Every August, the annual open enrollment period, Employees will be able to change some of their benefit decisions based on which benefits and coverages are right for them. During open enrollment, Late Enrollees will also be able to enroll in the Plan. Benefit choices made during the open enrollment period will become effective September 1.

A Plan Participant who fails to make an election during open enrollment will automatically retain his or her present coverages.

Plan Participants will receive detailed information regarding open enrollment from their Employer.

IN WITNESS WHEREOF this Agreement has been executed on behalf of Unified School District No. 428, a corporation, on September 1, 2011.

By  _____

Document: Summary of Material Modifications to Unified School District No. 428
Employee Dental Care Plan

Signer: Daniel J. Brungardt, Director of Business and Operations

Date: 9/28/11