

## Election to Participate

**For Athens-Meigs Educational Service Center**

**Section 125 Premium Only Plan**

**Plan Year: January 1, 2018 through December 31, 2018**

Employee Name: \_\_\_\_\_

Employee Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

As an eligible employee in the Athens-Meigs Educational Service Center Section 125 Premium Only Plan ("Plan"), I acknowledge that I have received the Summary Plan Description ("SPD") and the Summary of Material Modifications to the Summary Plan Description ("SMM"). I have read the SPD and the SMM, and I understand the benefits available to me, as well as, the other rights and obligations which I have under the Plan.

In accordance with my rights under the Plan, I elect the following benefit for the Plan Year specified above. If I elected medical coverage under the Employer's medical plan, the Employer and I agree that my cash compensation will be redirected in an amount equal to the monthly premium amount calculated for the pay periods during the Plan year (or during such portion of the year as remains after the date of this agreement).

I elect to receive the following benefit under the Plan:

Please select 1. or 2. below:

1.  Medical Plan Coverage. I have enrolled for medical coverage under the medical plan on the appropriate benefit enrollment forms.

**OR**

2.  Cash Payment. I am waiving medical coverage under the Employer's medical plan. Instead, I elect to receive the \$2,000 cash payment for the Plan Year. I have attached proof of my other medical coverage.

I understand that:

- If I elected coverage under the Employer's medical plan, then in lieu of specific dollar amount, I hereby elect the above specified coverage and authorize salary redirections in the amounts of current premiums being charged.
- If my required contributions to pay premiums for the elected benefits are increased or decreased while this agreement remains in effect, my compensation redirection will automatically be adjusted to reflect that increase or decrease.
- If I waived medical coverage under the Employer's medical plan and elected instead to receive the cash payment, I understand that the cash payment will be paid in two equal installments. The first installment for the first six months of the Plan year will be paid in June of the Plan Year. The second installment for the last six months of the Plan Year will be paid in December of the Plan Year. I understand that my cash payment is subject to income tax withholding.

- I cannot change or revoke any of my elections or this compensation redirection agreement at any time during the Plan Year unless I have a “change in status” and the election change is consistent with the “change in status,” this means: marriage, divorce, death of a spouse or child, birth or adoption of a child, termination or commencement of employment of a spouse, change in my or my spouse’s employment status from full-time to part-time or from part-time to full-time, my spouse or I taking an unpaid leave of absence, a substantial change in my family’s health coverage due to a change in my spouse’s employer-sponsored health coverage or such other events as the Plan Administrator determines will permit a change or revocation of an election.
- The Plan Administrator may redirect or cancel my compensation redirection or otherwise modify this agreement in the event he believes it advisable in order to satisfy certain provisions of the Internal Revenue Code.
- The redirection in my cash compensation under this agreement shall be in addition to any reductions under other agreements or benefit programs maintained by my Employer.
- Any amounts that are not used during a Plan Year to provide benefits will be forfeited and may not be paid to me in cash or used to provide benefits specifically for me in a later Plan Year. Contributions to my HSA are not subject to forfeiture.
- Prior to the first day of each Plan Year I will be offered the opportunity to change my benefit elections for the following Plan Year. If I do not complete and return a new election form at that time, I will be treated as having not elected to continue my benefit elections for the new Plan Year.

This agreement is subject to the terms of the Employer’s Plan, as amended from time to time in effect, shall be governed by and construed in accordance with applicable laws, shall take effect as a sealed instrument under applicable laws, and revokes any prior election and compensation redirection agreement relating to such Plan.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Employee’s Signature

Accepted and agreed to by the Employer’s Authorized Representative

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Administrator’s Signature