

**Perth Amboy Public Schools**  
**Transportation Fringe Benefit Plan Summary**

Effective: September 1, 2019

# Transportation Fringe Benefit Plan Summary

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**Perth Amboy Public Schools  
Transportation Fringe Benefit Plan Summary**

**Summary Plan Description**

**Article I  
INTRODUCTION**

Perth Amboy Public Schools, (the "Employer") sponsors an employee benefit program known as a "Transportation Fringe Benefit Plan" (the Plan) that allows Eligible Employees to choose from a menu of different benefits to suit their needs and to pay for those benefits with pre-tax dollars instead of receiving a corresponding amount of your regular pay. This arrangement helps you because the benefits you elect are non-taxable; you save Social Security and income taxes on the amount of your compensation reduction.

This Summary describes the basic features of the Transportation Plan, how it operates, and how to get the maximum advantage from it. This Summary does not describe every detail of the Transportation Plan and is not meant to interpret or change the provisions of your Plan. A copy of your Plan is on file at your Employer's office and may be read by you, your Beneficiaries, or your legal representatives at any reasonable time. In the event of any inconsistencies or conflict between the actual provisions of the Plan document and this Summary, the Transportation Plan Document shall govern.

## **Article II PARTICIPATION IN YOUR PLAN**

### **How can I participate in the Transportation Plan?**

Once an Employee has met the Plan's eligibility requirements, and provided that the election procedures outlined under **How do I become a Participant and when is my Entry Date?** are followed, the Eligible Employee may participate in the Plan.

### **What are the Eligibility Requirements to participate in the Plan?**

Those Employees who actually participate in the Plan are called "Participants." An Employee continues to participate until (a) termination of the Plan; (b) the date on which the Participant ceases to be an eligible employee; or (c) the Participant revokes his or her election, as described under **When can I change my election?**.

### **Are there any Employees who are not eligible to participate in the Plan?**

The following Employees are excluded from participating in the Plan: Employees covered by a collective bargaining agreement as to which retirement benefits were the subject of good faith bargaining, unless such agreement expressly provides for participation in the Plan, Non-resident aliens with no US source of income, Self-employed individuals, partners in a partnership, or more-than-2% shareholders in a Subchapter S corporation.

### **How do I become a Participant and when is my Entry Date?**

After you satisfy the eligibility requirements, you may enter the plan on the date the eligibility requirements have been met by signing an individual Election Form/Compensation Reduction Agreement on which you elect one or more of the benefits available under the Plan, and agree to compensation reductions to pay for your share of the cost of benefits you elected. You must complete the Election Form/Compensation Reduction Agreement and turn it in to the Leah Posen within the time period specified in the enrollment materials. Also, the Election Form/Compensation Reduction Agreement will be made available to you by the first day of the Open Enrollment Period, and you will be given the opportunity during the Open Enrollment Period to elect your coverage for the Period of Coverage beginning on the next January 1st.

"Period of Coverage" means a month. The period beginning on January 1st and ending on December 31st is called the "*Plan Year*".

An Eligible Employee who fails to complete, sign, and return an Election Form/Compensation Reduction Agreement, as required, for the first Plan Year is considered to have elected **not** to participate for the initial Plan Year.

An Eligible Employee who fails to complete, sign and return an Election Form/Compensation Reduction Agreement for all subsequent Plan Years is considered to have elected not to participate for the new Plan Year.

### **What is the "Open Enrollment Period" and the "Plan Year"?**

The Open Enrollment Period is the period during which you have an opportunity to participate under the Transportation Plan by signing and returning an individual Election Form/Compensation Reduction Agreement.

You will be notified of the timing and duration of the Open Enrollment Period prior to the beginning of the new Plan Year. The Plan Administrator will inform all Participants of the applicable dates for each annual

enrollment period.

**What happens if my employment ends or I lose eligibility for other reasons?**

If your employment with the Employer is terminated during the Plan Year, then your active participation in the Plan will cease and you will not be able to make any more contributions to the Plan, nor will you continue to receive benefits under the Plan. If you are rehired during the same Plan Year, then you may rejoin the Plan without having to re-satisfy Plan eligibility requirements.

If you cease to be an Eligible Employee for any reason other than for termination of employment, including, but not limited to, a reduction of hours and then become an Eligible Employee again during the Plan Year, then you may rejoin the Plan without having to re-satisfy Plan eligibility requirements.

Reimbursement from your Transportation Account under those circumstances is discussed under **What must I do to be reimbursed for my Transportation Expenses?** and **What if I overestimate my Transportation Expenses?**.

## **Article III PAYING FOR YOUR BENEFITS UNDER YOUR PLAN**

### **How do employees pay for benefits on a pre-tax basis?**

An Employee's election to pay for benefits on a pre-tax basis is made by entering into an Election Form/Compensation Reduction Agreement with the Employer. Under that Agreement, if you elect to pay for benefits on a pre-tax basis, you agree to a compensation reduction to pay for your share of the cost of coverage (also known as contributions) with pre-tax funds instead of receiving a corresponding amount of your regular pay that would otherwise be subject to taxes. From then on, you must pay contributions for such coverage by having that portion deducted from each paycheck on a pre-tax basis (generally an equal portion from each paycheck, or an amount otherwise agreed to or as deemed appropriate by the Plan Administrator).

### **Are there Employer contributions to the Plan?**

The Employer will not contribute any portion of the applicable Cost. Consequently, you will pay all of the Cost for such coverage with pre-tax compensation reductions under your Election Form/Compensation Agreement. When you complete the Election Form/Compensation Reduction Agreement, you specify that the remaining share of the Cost will be paid with pre-tax compensation reductions. From then on, you must pay the Costs for such coverage by having that portion deducted from each paycheck on a pre-tax basis, as described under **How are my compensation reduction amounts calculated?**.

### **How are my compensation reduction amounts calculated?**

Your compensation reduction for the Transportation Benefits that you elect will be an amount equal to (a) the monthly Cost times the number of monthly Periods of Coverage remaining in the Plan Year, (b) divided by the number of pay periods remaining in the Plan Year.

### **When can I change my election?**

Generally, other than Open Enrollment, you cannot change your election to participate in the Plan or vary the compensation reduction amounts that you have selected during the monthly Period of Coverage (this is known as the irrevocability rule). However, your election will terminate when you cease working for the Employer or are no longer eligible (See **What happens if my employment ends or I stop being eligible for other reasons?**).

You can change your election for future Periods of Coverage by submitting a new Election Form/Compensation Reduction Agreement, provided that the change is made before (a) the beginning of the Period of Coverage; and (b) the date you receive or use benefits for that Period of Coverage. Such election will be effective on the first day of the Period of Coverage after your Employer processes the change.

### **How will participating in the Plan affect my Social Security and other benefits?**

Plan participation will reduce the amount of your taxable compensation. Accordingly, there could be a decrease in your Social Security benefits and/or other benefits (e.g., pension, disability and life insurance), which are based on taxable compensation. However, the tax savings that you realize through Plan participation will often more than offset any reduction in other benefits.

### **Will I pay any administrative costs under the Plan?**

No. The cost of the Plan includes administrative expenses and is paid entirely by the Employer.

### **How long will the Plan remain in effect?**

Although the Employer expects to maintain the Plan indefinitely, it has the right to amend or terminate all or any part of the Plan at any time for any reason. It is also possible that future changes in state or federal tax laws may require that the Plan be amended accordingly.

## Article IV WHAT BENEFITS ARE PROVIDED UNDER THE PLAN

### What specific Transportation Benefits are provided by the Plan?

The Plan includes the following transportation benefits:

- \* *Transit Pass Benefits*—permits an Employee to pay, with pre-tax dollars, for his or her share of the Costs (that is, cost of coverage) of qualifying Transit Pass Expenses (See **What are "Transportation Expenses"?**) for mass transit passes, vouchers, etc. for commuting to work;
- \* *Commuter Highway Vehicle (Van Pool) Benefits*—permits an Employee to pay, with pre-tax dollars, for his or her qualifying Commuter Highway Vehicle Expenses (See **What are "Transportation Expenses"?**) for commuting to work; and
- \* *Qualified Parking Expenses*—permits an Employee to pay, with pre-tax dollars, for his or her share of the Cost of Qualified Parking Expenses. (See **What are "Transportation Expenses"?**)

Your Employer only reimburses for transportation expenses that cover a period of one-month or more.

### What is my "Transportation Account"?

If you elect Transit Benefits, Commuter Benefits, and/or Qualified Parking Benefits, accounts called Transit Account, Commuter Account, and a Qualified Parking Account will be set up in your name to keep a record of the reimbursements you are entitled to, as well as the pre-tax Compensation Reductions you have paid for such benefits during the Plan Year.

Your Account is merely a recordkeeping account. It is not funded (all reimbursements are paid from the general assets of the Employer), and it does not bear interest.

### What are the maximum Transportation Benefits that I may elect?

You may choose any amount of Transportation Expenses reimbursement that you wish under the Plan, subject to the maximum reimbursement amounts described below.

The maximum amount that may be contributed to your Transportation Account (including both employer contributions (if any) and your Compensation Reductions) cannot exceed the maximum amount specified in Code §132(f). For 2019, the maximum monthly amounts are:

- \* Qualified Parking Expenses: \$265 per month
- \* Transit Passes and Commuter Highway Vehicle Expenses (combined total): \$265 per month

### What amounts will be available for reimbursement at any particular time during a Period of Coverage?

The amount of coverage that is available for reimbursement of Transportation Expenses at any particular time during a monthly Period of Coverage will be equal to the amount credited to your Transportation Account at the time your claim is paid, reduced by the amount of any prior reimbursements paid to you previously. Using the example in **How are my compensation reduction amounts calculated?**, suppose that you paid \$300 of Qualified Parking Expenses by April 8 (\$150 for March and \$150 for April). At that time, your Transportation Account would only have been credited with \$180 (\$90 times 2 pay periods), so only \$180 would be available for reimbursement as of April 8 (assuming that you had not received any prior reimbursements). You would have to wait to submit the remaining \$120 of Transportation Expenses until after you had received the appropriate credits to your Transportation Account.

### What are "Transportation Expenses"?



"*Transportation Expenses*" means your expenses incurred or paid during the month for which an election is in force, provided that you are currently an Employee at the time the Transportation Benefit is provided to you.

(Transportation Benefits are provided on the date you receive a Transit Pass (as defined below) or similar item, or in any other case, the date you use the Transportation Benefit.) Transportation Expenses include Transit Pass Expenses, Commuter Highway Vehicle Expenses, and/or Qualified Parking Expenses, which are defined as follows:

- \* *Transit Pass Expenses* are expenses incurred or paid for a pass, token, fare card, voucher, or similar item (Transit Pass) for transportation (a) on mass transit facilities (such as train, bus, subway or ferry), whether or not publicly owned; or (b) provided by any person in the business of transporting persons for compensation or hire if such transportation is provided in a vehicle with a seating capacity of at least six adults (excluding the driver).
- \* *Commuter Highway Vehicle (Van Pool) Expenses* are expenses incurred or paid for transportation in a Commuter Highway Vehicle if such transportation is in connection with travel between your residence and place of employment. A Commuter Highway Vehicle is any highway vehicle with a seating capacity of at least six adults (not including the driver), and for which at least 80% of the mileage for a year is for purposes of transporting employees in connection with travel between their residences and their places of employment, and on trips during which the number of employees transported for such purposes is at least half of the adult seating capacity of the vehicle (not including the driver).
- \* *Qualified Parking Expenses* are expenses incurred or paid for parking at or near your regular place of employment with the Employer, or expenses incurred to park your car at a location from which you commute to your regular place of employment by (a) carpool; (b) a Commuter Highway Vehicle; (c) mass transit facilities; or (d) transportation provided by any person in the business of transporting persons for compensation or hire, if such transportation is in a Commuter Highway Vehicle.

Be sure to ask the Administrator for help if you have any doubts about which expenses are and are not reimbursable. You may not submit expenses incurred by anyone other than you.

#### **When are Transportation Expenses "incurred" or "paid"?**

For Transportation Expenses to be reimbursed, they must have been incurred or paid during the monthly Period of Coverage for which an election is in force. A Transportation Expense is incurred when the service that gives rise to the expense is provided. A Transportation Expense is paid when you formally pay for the service; it is not paid when you are formally billed for or charged for the service. You may not be reimbursed for any Transportation Expenses arising before the Plan became effective, before your Election Form/Compensation Reduction Agreement became effective, or for any expenses incurred or paid after a separation from service.

You also cannot carry forward unreimbursed expenses to a future Period of Coverage. See **What if I underestimate my Transportation Expenses?**

#### **What must I do to be reimbursed for my Transportation Expenses?**

You will have to take certain steps to be reimbursed for your Transportation Expenses. When you incur an expense that is eligible for payment, you must submit a claim to the Administrator on a *Reimbursement Request Form* that will be supplied to you. You must also include bills, invoices, statements from an independent third party, parking receipts, used transit passes or other evidence of payment showing the amounts of such payments, together with any additional documentation that the Administrator may request, showing that the Transportation Expenses have been incurred or paid, and the amount of such Transportation Expenses.

Please note that, by law, the administrator may not be able to reimburse you for the expense of a Transit Pass if a "voucher" (or something similar) is readily available.

You will have up to 30 days after the date on which the Transportation Expense was incurred or paid in which to submit a claim for reimbursement. However, if following the date on which the Transportation Expense was incurred or paid you cease to be a Participant in the Plan (e.g. because of termination of employment or loss of eligibility for other reasons), you will only have up to the earlier of (a) 30 days after the Transportation Expense was incurred or paid; or (b) 30 days after the date you ceased to be a Participant, in which to submit a claim for reimbursement. You will be notified in writing if any claim for benefits is denied. (See **What happens if my claim for benefits is denied?.**)

#### **What happens if my claim for benefits is denied?**

If your claim for benefits is denied in whole or in part, you will be notified in writing by the Administrator within 30 days of the date the Administrator received your claim. Upon receipt of an adverse benefit determination, you must within 180 days appeal the denial to the Administrator seeking reconsideration of the denial. This appeal step is a prerequisite to pursuing any other avenues of relief.

#### **Can I use a debit card to pay for my Qualified Parking Expenses?**

Yes. You may use a debit card, if one is provided to you by the Administrator, to pay for your Qualified Parking Expenses under the following circumstances:

- \* You must first pay for your Qualified Parking Expenses for the month and then submit a claim for reimbursement. (See **What must I do to be reimbursed for my Transportation Expenses?.**)
- \* You must designate on the Reimbursement Request Form to have the reimbursement credited to your debit card under the Plan, rather than reimbursed to you by check.
- \* The amount of your reimbursement will be credited to your debit card and may be used by you for Qualified Parking Expenses in later months, so long as you continue to park in the same location and your Qualified Parking Expenses are the same as or less than the claim you substantiated on the Reimbursement Request Form for the initial one-month.
- \* If you change the location at which you park or your Qualified Parking Expenses increase, you will need to submit a claim for reimbursement as described in **What must I do to be reimbursed for my Transportation Expenses?** in order to be able to continue using the debit card.

The debit card may only be used at parking lots and garages. It may neither be used at any other location, nor be used to pay for any other types of Transportation Expenses.

#### **What if I overestimate my Transportation Expenses?**

If your reimbursement request was for less than your current Transportation Account balance, the unused amounts in your Transportation Account will roll over and be available for future reimbursements, so long as you continue to participate in the Plan. You may need to adjust the election for the next Period of Coverage in order to use up your surplus Transportation Account balance. For example, if your monthly parking election (and anticipated monthly expense) is \$100, but you only incur \$75 worth of Transportation Expenses in January, you might want to change your election for February to \$75 in order to use up the \$25 surplus from January. Then you can increase your election back to \$100 for March prior to March 1.

#### **What if I underestimate my Transportation Expenses?**

You cannot carry forward unreimbursed expenses from one Period of Coverage to another. If your transportation expenses during a Period of Coverage exceed your Transportation Account balance (including your credits for that month and any balance carried forward from prior Periods of Coverage), you cannot be reimbursed for the excess expense. For example, if you begin participating in April with an election of \$100 and then incur Qualified Parking Expenses for April in the amount of \$150, you may be reimbursed for \$100 of the April parking expenses, but you cannot seek reimbursement of the excess \$50 in parking expenses out of any future month's credits.

Also, see **What amounts will be available for reimbursement at any particular time during a Period of Coverage?**, which addresses what to do if you seek reimbursement for an expense before all compensation reduction amounts for that monthly Period of Coverage have been credited.

**When would I risk forfeiting my Transportation Benefits?**

If you have any funds in your Transportation Account at the time you terminate employment or stop being eligible for any other reason, any amounts not applied for Transportation Expenses incurred or paid prior to the termination will be forfeited. Also, any Transportation Account benefit payments that are unclaimed (for example, uncashed benefit checks) by the close of the Plan Year following the Plan Year in which the Transportation Expense was incurred or paid shall be forfeited. All amounts described as forfeited shall be forfeited to the Employer.

**Will I be taxed on the Transportation Benefits I receive?**

Generally, you will not be taxed on your Transportation Benefits, up to the limits set out in **What are the maximum Transportation Benefits that I may elect?**. However, the Employer cannot guarantee that specific tax consequences will flow from your participation in the Plan. The tax benefits you receive depend on the validity of the claims you submit. For example, to qualify for tax-free treatment, your Transportation Expenses must be Qualified Parking Expenses, Commuter Highway Vehicle Expenses, and/or Transit Pass Expenses as defined in the Code. If you are reimbursed for a claim that is later determined not to be for Transportation Expenses, you will be required to repay the amount. Ultimately, it is your responsibility to determine whether each payment to you under this Plan is excludable for tax purposes. You may wish to consult a tax advisor.

## **Article V GENERAL INFORMATION**

### **What other general information should I know?**

This question contains certain general information that you may need to know about the Plan.

#### **General Plan Information**

- \* Name: Perth Amboy Public Schools
- \* Plan Number: 501
- \* Effective Date: September 1, 2019
- \* Plan Year: September 1st to August 31st. Your Plan's records are maintained on this 12-month period of time.
- \* Type of Plan: Fringe Benefit
- \* Your plan shall be governed by the Laws of the State of NJ

#### **Employer/Plan Sponsor Information**

- \* Name and Address: Perth Amboy Public Schools  
178 Barracks Street  
Perth Amboy, NJ 08861  
(732)-376-6200
- \* Federal Employer Tax Identification Number (EIN): 22-6002208

#### **Plan Administrator Information**

Name, address, and business telephone number:

Perth Amboy Public Schools  
178 Barracks Street  
Perth Amboy, NJ 08861  
(732)-376-6200

The Plan Administrator appoints the HR Manager to keep the records for the Plan and to be responsible for the administration of the Plan.

#### **Funding and Type of Plan Administration**

This is a contract administration plan. A third-party administrator processes claims for the Plan. All of the amounts payable under this Plan may be paid from the general assets of the Employer. Nothing herein will be construed to require the Employer or the Plan Administrator to maintain any fund or to segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in any fund, account, or asset of the Employer from which any payment under this Plan may be made. There is no trust or other fund from which Benefits are paid. While the Employer has complete responsibility for the payment of Benefits out of its general assets, it may hire an unrelated third-party paying agent to make Benefit payments on its behalf.