Mission: Lifelong learners will be inspired and developed through effective teaching in a safe

and caring environment.

Vision: Respect - Pride - Excellence for All

**AGENDA** 

BOARD OF EDUCATION – SPECIAL MEETING Instructional Planning Center/Huron Arena May 28, 2019 5:30 p.m.

1. Call to Order

2. Roll Call

- 3. Pledge of Allegiance
- 4. Adoption of the Agenda
- 5. Dates to Remember

June 5 8th Grade Promotion – 7:00 p.m. – HHS Auditorium

June 6 Last Day of School Due to 9 Snow Days

June 10 Goal Reporting Session/School Board – 6:30 p.m. – IPC

June 24 Goal Setting Session – 6:30 p.m. – IPC

June <u>Huron Public School Summer Nutrition Program</u> Huron Middle School Commons – 1045 18<sup>th</sup> St SW

All children ages 1 - 18 may eat breakfast and lunch for free - No

registration required.

Breakfast: June 10 - June 27 - 7:45 am - 8:15 am

(Breakfast served Monday-Thursday, no breakfast on Fridays)
<u>Lunch:</u> June 10 - June 27 - Monday-Thursday in June 11:00 am -

1:00 pm - Friday's in June - 11:45 am - 12:45 pm

\*\*July 1 - August 2 - 11:30 am-12:30 pm (Closed on July 4th) \*\*

June Summer Mobile Lunch Program

Monday through Friday from June 10 - August 2. (No July 4th or if

it is raining.)

Splash Central Water Park-9th St & Illinois SW at picnic shelter -

Lunch serving from 10:55 am - 11:25 am

Prospect Park-16th St & Iowa SE in the large north picnic shelter -

Lunch serving from 11:45 pm to 12:15 pm

Providing a free lunch to all children 1-18 years of age. No charge:

nothing to fill out just come to eat!

- 6. Community Input on Items Not on the Agenda
- 7. Conflict Disclosure and Consideration of Waivers The School Board will review the disclosures and determine if the transactions or the terms of the contracts are fair, reasonable, and not contrary to the public interest.
  a)
- 8. CONSENT AGENDA

The Superintendent of Schools recommends approval of the following:

a) Board Approval of New Hires

As was mentioned previously, classified personnel, substitute teachers/classroom aides, and volunteers must be approved in order to be covered by our workers' compensation plan.

1) Joshua Lien/Assistant Volleyball Coach/\$4,360 per year

- 2) Erin Miller/Substitute Teacher \$120 per day/Substitute Para-Educator \$14.88 per hour
- 3) Samuel Ramirez/Substitute Custodian/\$15.00 per hour

## b) <u>Contracts for Board Approval</u>

1) Sierra Crater/1st Grade Teacher – Buchanan K-1 Center/\$44,369 per year

## c) Resignations for Board Approval

- 1) Vanya Wagemann/Middle School Yearbook Advisor/25 years
- 2) Georgi Lackey/SPED Para-Educator-Madison/3 years
- 3) Marlana Wollman/SPED Para-Educator-Buchanan/2 years
- d) <u>Consideration and Approval of Bills</u> See attached list

## e) Request for Approval of Open Enrollment Request

The administration has received open enrollment request #OE 2018-14, #OE 2018-15 #OE 2018-16, and #OE 2019-02 for Board approval.

(The consent agenda may be approved with one motion. However, if a board member wishes to separate an item for discussion, he may do so.)

# 9. CELEBRATE SUCCESSES IN THE DISTRICT: CONGRATULATIONS:

- Sabrena Brooks (Teacher Buchanan) and husband Robert on the birth of their son, Ezra Lloyd, on May 14<sup>th</sup>. Ezra weighed 12lbs 9oz and was 22 inches long. He joins big brother Ezekiel.
- Rachel Kary (Librarian High School) and husband Levi on the birth of their son, Connor Dean, on May 17. Connor weighed 7lbs 13oz and was 21 inches long. He joins big brother Leo.
- Moo Sher Say (10) and Roger Puterbaugh (9) for claiming Flight Three Doubles consolation championship at state tennis.
- Stacey (Special Education Teacher Madison) and David (5<sup>th</sup> Grade Teacher-Washington) Westby on the birth of their daughter, Sophia Ann, on May 20<sup>th</sup>. Sophia weighed 7lbs 13oz and was 19 ¾ inches long.
- The following varsity teams/groups have achieved a combined grade point average of 3.0 or higher & are eligible to receive the South Dakota High School Activities Association Academic Achievement Team Award:

**Boys Tennis** 

Girls Golf

**Boys Track** 

Girls Track

Large Group Chorus

Large Group Band

Large Group Orchestra

**Student Council** 

Yearbook

Newspaper

All State Jazz Band

## **THANK YOU TO:**

- 10. REPORTS TO THE BOARD:
  - a) Kelly Christopherson Student Accident Insurance
  - b) Superintendent's Report
- 11. OLD BUSINESS
  - a) Policy GDBA-4(N) Bus Driver Hiring Schedule 2<sup>nd</sup> Reading
  - b) Ratify Classified Staff Negotiations
- 12. NEW BUSINESS
  - a) <u>Policy GCBD-4(N) Professional Staff Leaves and Absences (Funeral Leave) Introduction</u>
  - b) Award Bid for High school Auditorium Lighting Project
  - c) Award Bid for Middle School Auxiliary Gym Flooring Project
- 13. ADJOURNMENT

## Huron School District New Hire Justification

Date: May 20, 2019

**Applicant Information** 

Applicant Name: Josh Lien

Address:

Phone: 605-593-6482

**Education**: Northern State University

**Experience**: Former Head Coach RC Stevens High School

References: Shelly Buddenhagen, Jared Vasquez,

**Reason for New Hire** 

New Position:

**Replacement:** Replace Abby Hayenga who resigned.

**Position Information** 

**Department** Athletics

Position: Assistant Volleyball

Supervisor: Shelly Buddenhagen and Terry Rotert

**Responsibilities:** Assist varsity volleyball

Hours: After school, nights and some Saturday's

**Hiring Information** 

Wages: Step 0

Classification:

Wage Justification: Varsity Assistant

Start Date: August 15, 2019

**Requested by**: Terry Rotert - AD

## **Huron School District New Hire Justification**

Date: May 22, 2019

**Applicant Information** 

Applicant Name: <u>Samuel Ramirez</u>

Address: 2035 Indiana Ave. S.E.

Phone: <u>402-612-9843</u>

**Education**: High School in Huron

**Experience:** <u>Custodial work with Spotless Cleaning</u>

References: <u>Jose Ramirez, Jose Ramirez Jr.</u>

**Reason for New Hire** 

**New Position:** 

 $\underline{\mathbf{X}}$ 

Replacement:

**Position Information** 

**Department:** <u>Buildings and Grounds</u>

Position: <u>Sub-Custodian</u>

**Supervisor:** Rex Sawvell

**Responsibilities:** <u>General cleaning duties</u>

Hours: Hours vary

**Hiring Information** 

Wages: <u>\$15.00 hr.</u>

Classification: Class 4

Wage Justification: 2018-2019 Custodian Hiring Schedule

**Start Date:** <u>May 27, 2019</u>

Requested by: Rex Sawvell

## TEACHER'S CONTRACT

Huron School District No. 2-2, Huron, South Dakota

## Sierra Crater

May 22, 2019

YOU ARE HEREBY OFFICIALLY NOTIFIED, that you have been elected as a Teacher in the Huron School District No. 2-2, whose address is City of Huron on the annual salary basis of \$ 44369 for the school term, or the remaining part thereof, of the designated number of teaching days, inclusive of days arranged for pre-school planning, beginning 8/19/2019 and subject to the calendar, or modifications of the same, as adopted by the Board of Education. The salary is to be paid the twentieth day of each of the twelve calendar months.

Your election is subject to the school laws of the State of South Dakota and to the salary schedule and contractual elements rules and regulations of the Board of Education of the Huron School District No. 2-2, which are hereby by reference, incorporated in and made a part of this contract as though set forth herein at length, subject to the right of said Board to terminate the contract for cause, to be determined upon by the Board.

It is further contracted and agreed that your failure to complete the term of teaching prescribed herein for any cause, including but not limited to dismissal or resignation, constitutes a financial damage to the Huron School District No. 2-2 and that from the nature of the case it might be impractical or difficult to fix the actual damage. **THEREFORE**, it is understood and agreed that your failure to complete the term provided herein shall result in the following liquidated damages: failures occurring between the date signed and approved by the School Board through June 30 for the ensuing year, damages shall be assessed at \$1,000.00. For breaking a contract July 1 through July 31, damages shall be assessed at \$2,000.00 and breaking of contract August 1 and for the duration of the first semester, damages shall be assessed at \$3,000.00. Damages will be assessed at \$1,500.00 for breaking of a contract anytime during the 2<sup>nd</sup> semester. The Board reserves the right to request the Department of Education to suspend the employee's certification for one year in lieu of monetary damages in accordance with SDCL 13-42-9. Teachers who are not full-time employees of the District shall be assessed damages at a percentage which matches their percent of employment.

It is further understood and agreed that resignations shall not become effective until approved by the Board of Education at the next meeting following receipt of said resignation. Further, it is hereby agreed that you will pay to the Huron School District No. 2-2, or the Huron School District No. 2-2 will withhold or appropriate from any monies owed by them to you, and you hereby authorize such withholding or appropriation, the appropriate sum herein above set forth as liquidated damages due to your failure to complete said term.

This agreement becomes a binding contract when signed by the teacher and the Board of Education.

BA

Hired 2019-2020 w/BA and 0 years of teaching experience;

Agreeing to this contract includes the following: Teachers new to the District are expected to work an additional 5 days beginning August 19. During this time, the teacher will receive appropriate training in District programs, and will have time to become adequately prepared for the new school year.

\*\*\*CONTRACT MUST BE SIGNED & RETURNED TO THE SUPERINTENDENT'S OFFICE BY WEDNESDAY, MAY 29TH, 2019\*\*\*

SCHOOL DISTRICT NO. 2-2 OF THE CITY OF

ATTEST:	HURON, BEADLE COUNTY, SOUTH DAKOTA		
Business Manager of the School District	By		

TO THE BOARD OF EDUCATION OF THE HURON SCHOOL DISTRICT NO. 2-2 CITY OF HURON, BEADLE COUNTY, SOUTH DAKOTA

I hereby accept the position mentioned in the foregoing contract of hiring in the Public Schools of Huron, South Dakota, at the salary and upon and under the terms and conditions of the above and foregoing contract and have carefully read said contract and am fully informed as to the contents. I agree to attend such pre-school planning days as are scheduled exclusive of the designated number of teaching days. "I clearly understand that it is my responsibility to be fully certified with the State of South Dakota for the duration of this contract. I accept that my pay will cease on October 1, and my employment may be terminated or suspended without pay until such time that I meet the certification requirements of the job."

Witness my hand this 23. day of May. . . 2019
Witness: July Linable

Sign here: A. U. C. C. Valley.

Teacher

BOARD MEETING DATE: 5/28/2019

## **HURON PUBLIC SCHOOLS**

Huron, South Dakota

## **PERSONNEL DATA SUMMARY**

1.	<u>Name</u>		Sierra Crater		
	Present Address		247 Humbert St – Cavour, SD 57324		
	Position Appl	ied For	1st Grade Teacher – Buchanan K-1 Center		
2.	Preparation a	nd Certification	<u>n:</u> Name of School	Year/Degree	
	College:	BS Degree	Dakota Wesleyan Univers		
		MA Degree	1-		
		Other			
3.	Teaching Expe	<u>erience</u> - (list th	e last two positions)		
	Name of Scho	ool	How Long/Years	Grades/Subjects	
4.	Base Salary:	<b>\$</b> 44,36	9 Teaching Assignment:	1 <sup>st</sup> Grade Teacher – Buchanan K-1 Center	
	Extra Duty:	\$	Ex Duty Assignment		
	Total Salary:	<b>\$</b> 44,36	9		

5/16/19 RE: YEARBOOK RESIGNATION

To Mrs. Willemssen,

Please accept this letter as my formal resignation for the advisor position for the Huron Middle School yearbook. I will finish out the year and make sure all the business is taken care of during June.

I have enjoyed this position for 20 some years. My transfer to the high school has made the yearbook duties more difficult to monitor from a different building. It is amazing how far and how much change there has been since I started.

Please know that I will be available, in whatever capacity needed, to help out the new advisor in the coming year.

Sincerely, Vanya Wagemann

Tony - Wagemann

On 5/21/19, 7:41 AM, "Lackey, Georgi" < Georgi.Lackey@k12.sd.us> wrote:

I have absolutely loved working at Madison!!!

However, I have another opportunity that I can not pass up. I will finish out this school year, but I wanted to let you know right away.

Thank you,

Georgi Lackey SPED Para Madison 2-3 Center

CONFIDENTIALITY NOTICE: This e-mail communication, including any attachments, is intended solely for the use of the designated recipient above and may contain confidential and privileged information. If you are not the intended recipient (or authorized to receive for the recipient), you are hereby notified that any review, disclosure, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication is error, please contact the sender by reply e-mail and destroy all copies of this communication and any attachments.

From: "Wollman, Marlana" <Marlana.Wollman@k12.sd.us>

Date: Tuesday, May 21, 2019 at 12:00 PM

To: "Foss, Beth" <Beth.Foss@k12.sd.us>, "Vissia, Michelle" <Michelle.Vissia@k12.sd.us>, Lori Wehlander

an 1 p 4

<Lori.Wehlander@k12.sd.us>, Dianne Tapken <Dianne.Tapken@k12.sd.us>

Subject: Future plans.

Now that I am back from my trip to Mexico, many things have been confirmed. After the wedding, we will be living in Mexico and from there, we will apply for all our necessary paperwork. One of the things on our list was to visit Guanajuato, to see if we like it enough to live there after the wedding. It was beautiful, and the couple I stayed with mentioned that there was a US embassy under 2 hours away! That is perfect, we won't have to pay the flights back and forth to start the paperwork! ©

Because of all of this, regrettably, I do not think I will be back for the 2019-2020 school year... It will be hard to say goodbye! (3) I have immensely enjoyed this job, and I hope to be back as soon as possible!

Please let me know if you have any questions, and let me know who else I need to send this email to!

Marlana Wollman

Huron School District 2-2 05/21/2019 11:28 AM

#### **Board Report - Listing of Bills**

Page: 1

User ID: PLB

Vendor Name

Vendor Description

Amount

Checking Checking

Fund: 10 GENERAL FUND

HURON EVENT CENTER

EVENT

5,896.30

Fund Total: 5,896.30

32,728.90

Checking

1

Fund: 21 CAPITAL OUTLAY FUND ASPHALT PAVING & MATERIALS CO PROF SVC

26,832.60

Fund Total: 26,832.60

Checking Account Total:



## Insurance | Risk Management | Consulting

May 19, 2019

Huron School District #2-2 150 5<sup>th</sup> Street SW Huron, SD 57350

Re:

Primary Student Accident Insurance Policy Effective: 7/1/2019 to 7/1/2020

To whom it may concern:

Attached is our quotation for coverage.

We are not aware of any changes in your exposures to loss, nor are we aware of any changes in your business operations that would necessitate additional coverage options. <u>Please notify us immediately if you are planning any new business operations.</u>

We would like to outline the following notable points for your consideration:

- Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.
- The insurance carrier is Gerber Life Insurance Company.
- Limits:
- Maximum Medical Expense for each Injury: \$25,000
- Maximum Medical Expense for football Injuries: \$25,000
- Maximum Medical Expense for each Injury involving motor vehicles: \$25,000
- Maximum Medical Expense Aggregate for Injuries involving motor vehicles for any one Accident: \$500,000
- o Accidental Death, Dismemberment, or Loss of Sight Benefit: \$10,000
  - Single Dismemberment: \$5,000
  - Double Dismemberment: \$10,000
- o Benefit Period: 2 years
- The deductible which is paid by the Insured per Injury is the greater of:
  - 1. \$0.00; or
  - 2. The amount paid or payable for the same Injury by any Other Plan.
- The premium is \$21,840.
- The premium is based off a rate of \$5.60 per student Grades Pre-K-8 and \$11.20 per student Grades 9-12.
- Significant policy exclusions include but are not limited to the following:
  - Please refer to "Quote #1" attached
- Immediately report all claims to: Zevitz Student Accident Insurance Services
  - o P: 312-346-7460

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

To bind this policy, please refer to the 'Client Authorization to Bind Coverage' page attached.

1. Note any changes you desire to be made.

- Date and sign.
   Return prior to the effective date of coverage.

We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.

Sincerely,

Ryan Doyle

Enclosure

## **Compensation Disclosure Schedule**

Coverage(s)	Carrier Name(s)	Wholesaler, MGA, or Intermediary Name 1	Estimated Annual Premium 2	Comm % or Fee 3	Gallagher U.S. owned Wholesaler, MGA or Intermediary %
Student Accident – Primary	Gerber Life Insurance Company	Zevitz Student Accident Insurance Services	\$21,840.00	10%	No

- 1. We were able to obtain more advantageous terms and conditions for you through an intermediary/wholesaler.
- 2. If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.
  - \* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.
- 3. The commission rate is a percentage of annual premium excluding taxes & fees.
  - \* Gallagher is receiving \_\_\_\_% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.

#### Important Disclosures

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

TRIA/TRIPRA Disclaimer – If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

The TRIPRA program increases the amount needed in total losses by \$20 million each calendar year before the TRIPRA program responds from the 2015 trigger of \$100 million to \$200 million by the year 2020.

TRIPRA is set to expire on December 31, 2020. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2020. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

#### **Compensation Disclosure**

- Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where
  permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee
  contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary
  based on market conditions and the insurance product placed for the client.
- 2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
- 3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
- 4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at Compensation\_Complaints@ajg.com or by regular mail at:

Chief Compliance Officer Gallagher Global Brokerage Arthur J. Gallagher & Co. 2850 Golf Rd. Rolling Meadows, IL 60008

#### **CARRIER RATINGS AND ADMITTED STATUS**

Proposed Insurance Companies	A.M. Best's Rating & Financial Size Category *	Admitted/Non-Admitted **
Gerber Life Insurance Company	A IX	Admitted

<sup>\*</sup>Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

Best's Credit Ratings™ reproduced herein appear under license from A.M. Best and do not constitute, either expressly or impliedly, an endorsement of Gallagher's service or its recommendations. A.M. Best is not responsible for transcription errors made in presenting Best's Credit Ratings™. Best's Credit Ratings™ are proprietary and may not be reproduced or distributed without the express written permission of A.M. Best.

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the A.M. Best website at http://www.ambest.com/ratings.

\*\*If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

#### ASSOCIATED SCHOOL BOARDS PROTECTIVE TRUST

#### CLIENT AUTHORIZATION TO BIND COVERAGE

After careful consideration of Gallagher's proposal dated <u>May 19, 2019</u>, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

#### POLICY OPTIONS:

YES	NO	OPTION DESCRIPTION
Bind Al	l Policie	s As Shown Herein Except As Listed Below:
		Gerber Student Accident Quote – Primary
Provide	Quotati	ons or Additional Information on the following Coverage Considerations
		· · · · · · · · · · · · · · · · · · ·

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

#### **EXPOSURES AND VALUES**

We confirm the payroll, values, schedules, and other data contained in the proposal, and submitted to the underwriters, are compiled from our records and we acknowledge it is our responsibility to see that they are maintained accurately. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies.

We agree that your liability to us arising from your negligent acts or omissions, whether related to the insurance or surety placed pursuant to these binding instructions or not, shall not exceed \$20 million, in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at https://www.ajg.com/privacy-policy/.

I have read, understand and agree that the above-information is correct and has been disclosed to us prior to authorizing Gallagher to bind coverage and/or provide services to us.

Client Signature	
Dated	_

## BASE STUDENT ACCIDENT MEDICAL PROPOSED SCHEDULE OF BENEFITS

#### GERBER LIFE INSURANCE COMPANY

#### 2019 – 2020 PROPOSAL OF INSURANCE FOR:

#### **Huron School District #2-2**

Presented by: Zevitz Student Accident Insurance Services, Inc. 333 N. Michigan Avenue, Suite 714
Chicago, IL 60601

Annual Premium 2019-2020 School Year is \$5.60 per student Grades Pre-K-8 and \$11.20 per student Grades 9 – 12. Estimated Annual Premium based on 1,500 Grades Pre-K-8 students and 1,200 Grades 9-12 students would be \$21,840.00.

#### Description

Except where specifically stated otherwise, this Policy covers the Insured only for Injury sustained while:

- 1. Participating in or attending any Regularly Scheduled Activity of the School. The activity must be supervised by a person authorized by the School.
- 2. Traveling directly (uninterruptedly) to and from a Regularly Scheduled Activity with other members as a group. The travel must be supervised by a person authorized by the School.
- 3. Traveling directly (uninterruptedly) to and from the Insured's Residence and the meeting place for the purpose of participating in the Regularly Scheduled Activity.

**Note:** Medical expenses for Occupational Therapy & Speech Therapy will be considered under "Physician's Outpatient Treatment in Connection with Physical Therapy and/or Spinal Manipulation" if the Occupational Therapy & Speech Therapy are medically necessary and prescribed by a physician to treat the injury.

#### **Mandatory Plan 1**

#### **Hospital and Professional Services Benefits**

The Injury must be treated within 60 days after the Accident occurs.

Services must be received within 2 years from the date of the Accident. Expenses incurred after 2 years from the date of the Accident are not covered even though the service is a continuing one or one that is necessarily delayed beyond 2 years from the date of the Accident.

#### HOSPITAL AND PROFESSIONAL SERVICES BENEFITS

Maximums and Benefit Period (All maximums are subject to the COVERAGE and LIMITATIONS as stated below.)

Maximum Medical Expense for each Injury: \$25,000

Maximum Medical Expense for football Injuries: \$25,000

Maximum Medical Expense for each Injury involving motor vehicles: \$25,000

Maximum Medical Expense Aggregate for Injuries involving motor vehicles for any one Accident \$500,000

Accidental Death, Dismemberment, or Loss of Sight Benefit: \$10,000

Single Dismemberment: \$5,000 Double Dismemberment: \$10,000

Benefit Period: 2 Years

#### **Deductible**

The Deductible which is paid by the Insured per Injury is the greater of:

- 1. \$0.00: or
- 2. The amount paid or payable for the same Injury by any Other Plan.

#### COVERAGE AND LIMITATIONS (All limitations are stated per Injury.)

#### Hospital/Facility Services

#### Inpatient

- 1. HOSPITAL ROOM AND BOARD: 100% of Reasonable Expenses up to the semi-private room rate
- 2. HOSPITAL INTENSIVE CARE: 100% of Reasonable Expenses
- 3. INPATIENT HOSPITAL MISCELLANEOUS: 100% of Reasonable Expenses

#### Outpatient

- OUTPATIENT HOSPITAL MISCELLANEOUS (Except Physician's services and x-rays paid as below): 100% of Reasonable Expenses.
- 2. HOSPITAL EMERGENCY ROOM: 100% of Reasonable Expenses.
- 3. FREE STANDING AMBULATORY SURGICAL FACILITY: 100% of Reasonable Expenses.
- 4. HOSPITAL EMERGENCY ROOM PHYSICIAN: 100% of Reasonable Expenses.
- 5. DAY SURGERY MISCELLANEOUS: 100% of Reasonable Expenses.

#### Physician's Services

- 1. SURGICAL: 100% of Reasonable Expenses.
- 2. ASSISTANT SURGEON: Reasonable Expenses to 100% of surgical benefit paid only if surgeon is paid
- 3. ANESTHESIOLOGIST: Reasonable Expenses to 100% of surgical benefit paid only if surgeon is paid.
- 4. PHYSICIAN'S NON-SURGICAL TREATMENT (EXCEPT AS IN 5. BELOW): 100% of Reasonable Expenses.
- 5. PHYSICIAN'S OUTPATIENT TREATMENT IN CONNECTION WITH PHYSICAL THERAPY AND/OR SPINAL MANIPULATION: 100% of Reasonable Expenses to a Maximum of \$1,000.

#### Other Services

- 1. REGISTERED NURSES' SERVICES: 100% of Reasonable Expenses.
- PRESCRIPTIONS (DISPENSED BY A LICENSED PHARMACIST) OUTPATIENT: 100% of Reasonable Expenses.
- 3. LABORATORY TESTS OUTPATIENT: 100% of Reasonable Expenses.
- 4. X-RAYS (INCLUDES INTERPRETATION) OUTPATIENT: 100% of Reasonable Expenses.
- 5. DIAGNOSTIC IMAGING (MRI, CAT SCAN, ETC.) INCLUDES INTERPRETATION: 100% of Reasonable Expenses.
- 6. GROUND AMBULANCE: 100% of Reasonable Expenses.
- 7. AIR AMBULANCE: 100% of Reasonable Expenses.
- 8. DURABLE MEDICAL EQUIPMENT INCLUDES ORTHOPEDIC BRACES AND APPLIANCES: 100% of Reasonable Expenses.
- 9. DENTAL TREATMENT: 100% of Reasonable Expenses for the treatment, repair or replacement of injured natural teeth, includes initial braces when required for treatment of a covered injury, as well as examination, x-rays, restorative treatment, endodontics, oral surgery and treatment for gingivitis resulting from trauma.
- 10. REPLACEMENT OF EYEGLASSES, HEARING AIDS, CONTACT LENSES, IF MEDICAL TREATMENT IS ALSO RECEIVED FOR THE COVERED INJURY: 100% of Reasonable Expenses.
- 11. HEART OR CIRCULATORY MALFUNCTION: 100% of Reasonable Expenses to a maximum of \$10,000.

#### **COVERAGES**

All Students School time Activities Pre-K-12, All Interscholastic Sports including Football Coverage - Coverage and Limitations stated for Hospital and Professional Services for Mandatory Plan 1 option chosen by the School apply. All provisions in this Policy apply to this coverage.

Counseling Benefit – If as a result of an Act of Violence an Insured is killed while on School Property, the Company will pay a lump sum of \$10,000 for Counseling Services. The lump sum benefit will be paid directly to the covered School or to the hospital or person rendering such services after the commencement of Counseling Services. The company will not pay for any expense for loss due to participation in a riot or insurrection. All provisions in this Policy apply to this coverage.

**Field Trip Coverage -** Coverage and Limitations stated for Hospital and Professional Services for Mandatory Plan 1 apply. The maximum amount payable per covered Injury is \$25,000. All provisions in this Policy apply to this coverage.

**Religious Education Coverage -** Coverage and Limitations stated for Hospital and Professional Services for Mandatory Plan 1 apply. The maximum amount payable per covered Injury is \$25,000. All provisions in this Policy apply to this coverage.

Overnight Field Trip Coverage (602) – Coverage and Limitations stated for Hospital and Professional Services for the Mandatory Plan 1 option apply to all students participating in Overnight Field Trips, which are sponsored and supervised by the school. Travel is also covered when going directly and uninterruptedly to and from such activity. All provisions of the Policy apply to this coverage.

#### Other Benefits

**Optional 24-Hour Accident Coverage** –Coverage and Limitations stated for Hospital and Professional Services selected by the Insured apply. The 24-Hour Coverage includes students participating in interscholastic sports except for school sponsored/supervised activities covered under the Student Accident Insurance Policy purchased by the school. Additional premium payment is required for this coverage. All provisions in this Policy apply to this coverage.

**Optional 24-Hour Dental Coverage** – Injury must be treated within 60 days after the Accident occurs. Benefits are payable within 12 months after the date of Injury. The maximum eligible expenses payable per covered Injury is \$10,000. In addition, when the dentist certifies that treatment must be deferred until after the Benefit Period, deferred benefits will be paid to a maximum of \$2,500. All provisions in this Policy apply to this coverage. Additional premium payment is required for this coverage.

#### **DEFINITIONS**

Key terms used in this Policy are defined below. They are capitalized wherever they appear in this Policy.

**Accident** means a sudden, unexpected and unforeseen, identifiable event producing at the time objective symptoms of an Injury. The Accident must occur while the Insured is covered under this Policy.

Act of Violence means an Injury inflicted by a person with malicious intent to cause bodily harm.

**Counseling Services** means psychiatric/psychological counseling that is under the care, supervision, or direction of a professional counselor or Physician and essential to assist the Insured in coping with the Act of Violence.

Counseling Services must be:

- a) Arranged by the covered School;
- b) Provided to a living Insured due to an Act of Violence; and
- c) Received during the Benefit Period shown on the Schedule of Benefits.

**Deductible** means the Reasonable Expenses that are Medically Necessary that are incurred by an Insured, which must be paid before the Company pays any benefits under the Hospital and Professional Services Benefits provision

**Dental Expense** means the Reasonable Expense for Medically Necessary repair or replacement of teeth due to an Accident

#### **Emergency** means:

- A situation which requires hospitalization or medical care for an Injury caused by the sudden, unexpected onset
  of a medical condition with acute symptoms of sufficient severity and pain to require immediate medical care;
  and
- 2. In the absence of which one could reasonably expect that one or more of the following would occur:
  - (a) The Insured's health would be placed in serious jeopardy.
  - (b) There would be serious impairment of the Insured's bodily functions.
  - (c) There would be serious dysfunction of any of the Insured's bodily organs or parts.

#### Free - Standing Ambulatory Surgical Facility means any public or private establishment which:

- 1. Has an organized medical staff;
- 2. Has permanent facilities that are equipped and operated mainly for the purpose of performing surgical procedures;
- 3. Provides continuous services of Physicians and registered nurses, whenever a patient is in the facility; and
- Does not provide services or other accommodations for patients to stay overnight.

#### Hospital means an institution that meets all of the following:

- 1. It is licensed as a Hospital pursuant to applicable law;
- 2. It is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
- 3. It is managed under the supervision of a staff of medical doctors;
- 4. It provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
- 5. It has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis; and
- 6. It charges for its services.

Hospital also means a psychiatric hospital as defined by Medicare. It must be eligible to receive payments under Medicare.

A Hospital is mainly not a place for rest, a place for the aged, a place for the treatment of drug addicts or alcoholics, or a nursing home.

**Immediate Family** means a person who is related to the Insured in any of the following ways: spouse, brother-in-law, sister-in-law, daughter –in-law, son-in-law, mother in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepparent), or child (includes legally adopted or stepchild).

**Injury** means bodily injury caused by an Accident. The Injury must occur while this Policy is in force and while the Insured is covered under this Policy. The Injury must be sustained as stated on the face page of this Policy, except where specifically stated otherwise in this Policy.

Inpatient means a person confined in a Hospital and charged room and board.

**Insured** means any person, attending a School, for whom insurance is in force under this Policy and when due, the required premium has been paid for. A person's insurance takes effect and terminates as stated in the Policy Effective Date and Policy Termination Date provision.

**Loss** means Medical Expense incurred as a result of a covered Injury. With the respect to the Accidental Death, Dismemberment, or Loss of Sight provision, Loss means loss of life, loss of hand, foot or sight, as described in that provision.

#### Medical Expense means the Reasonable Expense charged:

- Of a professional ambulance service for Medically Necessary transportation to and from a Hospital;
- 2. Of a Physician for Medically Necessary care and treatment;
- 3. Of a Hospital for Medically Necessary inpatient services, including room and board (not exceeding the semi-private room rate for each day of confinement unless a private room is Medically Necessary);
- 4. For Medically Necessary hospital inpatient services and supplies, including intensive care services, and daily Hospital charges for personal Hospital services (including television, radio, telephone, barber, and beauty services to a maximum payment as shown in the Schedule of Benefits);
- 5. For Medically Necessary out-patient and emergency room care and treatment;

- 6. For confinement in an Extended Care Facility;
- 7. For Home Health Care; and
- 8. For medical or surgical services, prescription drugs, and other medical supplies commonly used for therapeutic or diagnostic services, which are Medically Necessary and prescribed by a Physician operating within the scope of his or her license.

Medically Necessary means medical and dental treatment which:

- 1. Are essential for diagnosis, treatment or care of the Injury or Accident for which it is prescribed or performed;
- 2. Meets generally accepted standards of medical practice; and
- 3. Are ordered by a Physician and performed under his or her care, supervision or order.

Other Plan means any other valid and collectible insurance or self-funded plan such as: individual and family type insurance coverage; group, blanket or franchise insurance, group hospital, medical service, pre-payment, trustee, Union Welfare; Blue-Cross, Blue Shield, group practice or other pre-payment coverage; labor-management plans, or employee benefit organization plans; self-funded ERISA plan, Workers' Compensation Law, Occupational Disease Law or any similar legislation; Medicare; or "No-Fault" auto legislation, where applicable.

**School Property** means the physical location of the covered School or the location of an activity or event approved by the covered School.

**Surgical Expense** means expense incurred for (1) a Surgical Procedure; (2) preoperative Medically Necessary treatment in connection with such procedure; and (3) usual postoperative treatment.

Surgical Procedure means (1) a cutting procedure; (2) suturing a wound; (3) treatment of a fracture; (4) reduction of a dislocation; (5) electrocauterization; (6) diagnostic and therapeutic endoscopic procedures; and (7) an operation by means of laser beam. ERISA plan, Workers' Compensation Law, Occupational Disease Law or any similar legislation; Medicare; or "No-Fault" auto legislation, where applicable.

**Outpatient** means an Insured receiving care from a Physician, a Hospital or a Free Standing Ambulatory Surgical Facility but who is not undergoing confinement and is not charged room and board.

**Physical Therapy** means any form of physical therapy, whether by machine or hand, by use of exercise, manipulation, massage, adjustment, heat or cold, air, light, water, electricity or sound.

**Physician** means a currently licensed practitioner of the healing arts performing within the scope of a license which is issued under the laws of the state of practice. It does not include the Insured or his/her Immediate Family. The exclusion of Immediate Family does not apply in those areas in which the Immediate Family member is the only Physician in the area and acting within the scope of their normal employment.

**Reasonable Expense** means the average amount charged by most providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided. Such services and supplies must be recommended and approved by a Physician.

**Regularly Scheduled Activity** means the following School functions which are organized and scheduled solely by the School on or off School premises:

- 1. An activity which is under sole direct supervision of qualified School authorities; and
- 2. School sponsored and supervised travel to and from such an activity.

Residence means the home or land on which the Insured's home is located.

Severance means the complete separation and dismemberment of the part from the body.

School means the Policyholder named on the face page of this Policy

#### POLICY EFFECTIVE DATE AND POLICY TERMINATION DATE

The insurance of each School or Insured who enrolls for insurance on or before the Policy Effective Date takes effect on the Policy Effective Date, provided the required premium has been paid. Insurance of any School or Insured enrolling for insurance after the Policy Effective Date takes effect on the date of application and the Company's receipt of the required premium.

The insurance of each School or Insured shall terminate on the earliest of: (1) the end of the period for which premium has been paid unless the renewal premium has been received by the Company or its authorized agent prior to or within 30 days of the next period of coverage; (2) the Policy Termination Date.

#### **EXCLUSIONS**

No Benefits are payable for Hospital and Professional Services for the following:

- 1. Injuries which are not caused by an Accident.
- 2. Treatment for hernia, all types, regardless of cause, Osgood Schlatter's disease, or osteochondritis.
- 3. Injury sustained as a result of operating, riding in or upon, or alighting from a two-, three-, or four-wheeled recreational motor vehicle or snowmobile.
- 4. Injury sustained as a result of practice or play in interscholastic tackle football and/or sports, unless the premium required under the Football and/or Sports Coverage provision has been paid.
- 5. Any expense for which benefits are payable under a Catastrophic Accident Insurance Program of the State Interscholastic Activities Association.
- 6. Treatment performed by a person retained by the School.
- 7. Injury caused by war or acts of war; suicide or intentionally self-inflicted Injury, while sane or insane; violating or attempting to violate the law; the taking part in any illegal occupation; fighting or brawling except in self defense; or while under the influence of alcohol or drugs caused in the commission of a felony.
- 8. Medical expenses for which benefits are paid under any (a) Workers' Compensation act; or (b) mandatory no-fault automobile insurance contract; or similar legislation.
- 9. Expense incurred for treatment of temporomandibular joint dysfunction and associated myofacial pain.
- 10. Expenses incurred for experimental or investigational treatment or procedures.

#### **HOSPITAL AND PROFESSIONAL SERVICES BENEFITS**

The Company will pay Reasonable Expenses incurred for a covered Injury. The Injury must be treated within the number of days stated in the Schedule of Benefits. Services must be given: (1) by a Physician; (2) for Medically Necessary treatment; and (3) within the time limit stated in the Schedule of Benefits. Benefits are paid to the maximum stated in the Schedule of Benefits for any one Injury for Reasonable Expenses which are in excess of the Deductible. Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

### ACCIDENTAL DEATH, DISMEMBERMENT, OR LOSS OF SIGHT BENEFIT

When a covered Injury results in any of the Losses to the Insured which are stated in the Schedule of Benefits for Accidental Death, Dismemberment, or Loss of Sight, then the Company will pay the benefit stated in the schedule for that Loss. The Loss must be sustained within 365 days after the date of the Accident.

The maximum benefit payable under this provision is stated in the **Schedule of Benefits** under **Maximums and Benefit Period**:

Life

Both Hands or Both Feet or Sight of Both Eyes

Loss of One Hand and One Foot

Loss of One Hand and Entire Sight of One Eye

Loss of One Foot and Entire Sight of One Eye

Loss of One Hand or Foot

Loss of Sight in One Eye

Loss of Thumb and Index Finger of the Same Hand

Half of the maximum benefit will be paid for the Loss of one Hand, one Foot or the Sight of one eye.

Loss of Hand or Foot means the complete Severance through or above the wrist or ankle joint. Loss of Sight means the total, permanent Loss of Sight in One Eye. The Loss of Sight must be irrecoverable by natural, surgical or artificial means. Loss of Thumb and Index Finger of the Same Hand means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

If the Insured suffers more than one of the above covered losses as a result of the same Accident the total amount the Company will pay is the maximum benefit.

Benefits paid under this provision will be paid in addition to any other benefits provided by this Policy.

Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

#### FIELD TRIP COVERAGE

This coverage applies to students of the School who are participating in field trips. The field trips must be sponsored and directly supervised by the School. The maximum amount payable per covered Injury is stated on page 4, **Other Coverages**, **Field Trip Coverage**. Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

There is no additional premium charged for this coverage.

Premium for coverage for overnight field trips of 7 or more consecutive nights has been included in the per student rates.

#### FOOTBALL AND/OR SPORTS COVERAGE

Each School or Insured who pays the additional premium required for Football and/or Sports Coverage is insured for Accidents occurring while participating in interscholastic football and/or sports practice or competition. Travel is also covered when going directly and uninterruptedly to and from the practice and competition. Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

#### HEART OR CIRCULATORY MALFUNCTION BENEFIT

The Company will pay the benefit amount shown in the Schedule of Benefits, subject to all applicable conditions and Exclusions, if an Insured suffers a sudden heart or circulatory malfunction, that results in death or Injury, and the first symptoms of the malfunction are medically diagnosed while the Insured is covered under this Policy and within 72 hours days of a Regularly Scheduled Activity.

**Exclusions:** The benefits will not be payable if in the past 3 years, the Insured was medically diagnosed as having treatment, or received treatment for:

- 1. a heart or circulatory malfunction;
- 2. hypertension, angina, cerebral vascular incident or other heart or circulatory condition

Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

#### RELIGIOUS EDUCATION COVERAGE

This coverage applies to students of the School while attending religious education classes on any weekday and on Sunday. It also applies while the student is traveling directly and without interruption to and from his or her Residence or School and the religious education class. It does not apply to any social or sports activities. The maximum amount payable per covered Injury is stated page 4, **Other Coverages**, **Religious Education Coverage**. Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

There is no additional premium charged for this coverage.

#### **OPTIONAL 24-HOUR ACCIDENT COVERAGE**

Each Insured who pays the additional premium required for this benefit is insured under this provision.

Coverage starts on the date of premium receipt (but not before the start of the School year). It ends when School reopens for the following School year.

A person insured under this provision is covered regardless of whether or not the Injury is sustained as stated on the face page of this Policy. Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

#### **OPTIONAL 24-HOUR DENTAL COVERAGE**

Each Insured who pays the additional premium required for this benefit is insured under this provision.

Coverage starts on the date of premium receipt (but not before the start of the School year). It ends when School reopens for the following School year.

This provision covers Accidents occurring anytime and anywhere. The Insured must be treated by a legally qualified dentist who is not a member of the Insured's Immediate Family for Injury to teeth. The Company will then pay the Reasonable Expenses that are Medically Necessary for repair or replacement of teeth due to an Accident. Coverage is not limited to treatment of sound, natural teeth. The maximum benefit payable under this provision is stated on page 4, **Other Benefits, Optional 24-Hour Dental Coverage**.

#### **Exclusions**

No Benefits are payable under this provision for the following:

- 1. Injuries which are not caused by an Accident.
- 2. Orthodontics and damage to or loss of dentures or bridges.

These exclusions are in addition to the General Policy Exclusions with respect to this coverage.

Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

#### GENERAL PROVISIONS

**Premium Payment:** The initial premium is due on the Policy Effective Date unless the Policyholder and the Company agree to another mode of premium payment. Premiums are paid at the Company's home office or to the Company's authorized agent. If any premium is not paid when due, this Policy will be cancelled as of the premium due date of the unpaid premium, except as provided in any applicable Grace Period section.

**Grace Period:** A grace period of 31 days will be provided for the payment of any premium due after the first. During the grace period, the Policy shall continue in force, unless the Policyholder, has given written notice of discontinuance in advance of the premium due date and in accordance with the terms of this Policy. If the required premium is not paid during the grace period, coverage will terminate on the last day of the grace period. The Policyholder will be liable for the payment of a pro rata premium for the time the Policy was in force during the grace period.

**Reinstatement:** This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are written application of the Policyholder satisfactory to the Company and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid.

**Cancellation:** If the Company decides to cancel this Policy, written notice will be given to the Policyholder at least 60 days before the date this Policy is to be canceled. If the Company cancels, the earned premium will be computed pro rata and the unearned portion promptly returned.

If the Policyholder cancels this Policy, cancellation becomes effective on the later of the date the Company receives the written notice or the date stated on the written notice. Any unearned premium paid by the Policyholder will be returned immediately; or the Policyholder will immediately pay any earned premium that has not been paid. Earned premium will be computed pro rata.

**Policy Administration:** The Policyholder will furnish all information which the Company may reasonably require with regard to any matters pertaining to this Policy. All documents, books and records which may have a bearing on this Policy will be opened for inspection by the Company at all reasonable times while this Policy is in force and until the final determination of all rights and obligations under this Policy.

Clerical error (whether by the Policyholder or by the Company), in keeping any records pertaining to the insurance will not invalidate insurance otherwise validly in force, or continue insurance otherwise validly terminated. Upon discovery of such error or delay, an equitable adjustment of premiums will be made.

If any relevant facts pertaining to any Insured's insurance shall be found to have been misstated, an equitable adjustment of the premiums will be made. If such misstatement affects the existence of the amount of insurance, the facts shall be used in determining whether insurance is in force under the terms of this Policy and in what amount.

In connection with the administration of this Policy, the Policyholder shall act as not to discriminate unfairly between individuals in similar situations at the time of such action.

In connection with the administration of this Policy, The Company shall be entitled to rely upon any action of the Policyholder without being obliged to inquire into the circumstances.

**Entire Contract:** This Policy, and any attached papers make up the entire contract between the Policyholder and the Company. In the absence of fraud, all statements made by the Policyholder or any Insured will be considered representations and not warranties. No written statement made by an Insured will be used in any contest unless a copy of the statement is furnished to the Insured or, in the event of the death or incapacity of the Insured, to their beneficiary or personal representative.

No change in this Policy will be valid until approved by one of the Company's executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions. If an enrollment form for an Insured is required, it may also be made a part of this Policy at the Company's option.

#### **PAYMENT OF BENEFITS**

**Time Limit of Certain Defenses:** No misstatements, except fraudulent misstatements made by an Insured in the application, if any, shall be used to void this Policy or to deny a claim for loss incurred with respect to such Insured after the insurance has been in force for two years.

**Statements by Insured:** A copy of the application, if any, of each Insured shall be attached to this Policy when issued. No statement made by an Insured shall void the insurance or reduce benefits unless contained in a written instrument signed by the Insured. All such statements shall be considered representations and not warranties.

**Notice of Claim:** Written notice of claim must be given to the Company within 60 days after the occurrence or commencement of the Insured's covered Loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company with information sufficient to identify the Insured, is deemed notice to the Company.

Claim Forms: The Company will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within 15 days after the Company received notice of claim, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in this Policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The notice should include the Insured name, the Policyholder's name and the Policy Number.

**Proofs of Loss**: Written proof of loss must be furnished to the Company within 90 days after the date of the covered Loss. If the Loss is one for which the Policy requires continuing eligibility for periodic payments, subsequent written proofs of eligibility must be furnished as such intervals as my reasonably be required. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to furnish 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 claimant, later than one year from the time proof is otherwise required.

Time of Payment of Claims: Benefits payable under the Policy for any Loss, other than Loss for which the Policy provides any periodic payment, will be paid immediately upon receipt of written proof of such Loss. Subject to the Company's receipt of written proof of such Loss, all accrued benefits for Loss for which the Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which the Company is liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

Payment of Claims: All or a portion of any benefits provided by this Policy on account of hospital, nursing, surgical or other medical service may, and unless the Insured requests otherwise in writing not later than the time for filing proof of such Loss, be paid directly to the hospital or person rendering such services. Accidental Death, Dismemberment, Loss of Sight, Speech or Hearing Benefits (if applicable) are paid to the Insured, or if not living, to the beneficiary.

**Physical Examination and Autopsy:** At the Company's expense, the Company may have a claimant examined by a Physician as often as the Company deems necessary while a claim is pending. The Company also has the right to have an autopsy performed unless forbidden by law.

**Legal Actions:** No action at law or in equity will be brought to recover benefits under this Policy less than 60 days after satisfactory proof of loss has been furnished as required by this Policy. No such action will be brought after expiry of the applicable statute of limitations from the time proof of loss is required to be furnished under this Policy.

**Subrogation:** The Company has the right to recover all payments including future payments, which the Company has made, or will be obligated to pay in the future, to the Insured from anyone liable for the covered Loss. If the Insured recovers from anyone liable for the covered Loss, the Company will be reimbursed first from such recovery to the extent of the Company's payments to the Insured.

Conformity with State Statutes: Any provisions in this Proposal that are in conflict with the requirements of any state or federal law that apply to this Policy are automatically changed to satisfy the minimum requirements of such laws.



## Insurance | Risk Management | Consulting

May 15, 2019

Huron School District #2-2 150 5<sup>th</sup> Street SW Huron, SD 57350

Re: Student Accident Insurance

Policy Effective: 7/1/2019 to 7/1/2020

To whom it may concern:

Attached is our quotation for coverage.

We are not aware of any changes in your exposures to loss, nor are we aware of any changes in your business operations that would necessitate additional coverage options. <u>Please notify us immediately if</u> you are planning any new business operations.

We would like to outline the following notable points for your consideration:

 Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.

#### Option 1 - Enhanced Program (Recommended)

- The insurance carrier is Gerber Life Insurance Company.
- Limits:
- Maximum Aggregate Limit of Liability: \$5,000,000
- Maximum Medical Expense Amount: \$5,000,000
- o Accidental Death, Dismemberment, Loss of Sight, Benefit: \$20,000
  - Single Dismemberment: \$10,000
  - Double Dismemberment: \$20,000
- Benefit Period: 10 years from the date of Accident
- Deductible: \$25,000. Medical Expenses payable under any Other Plan will be used to satisfy or reduce the Deductible
- The premium is \$5,130.00
- The premium is based off a rate of \$1.90 per student.
- Significant policy exclusions include but are not limited to the following:
  - Please refer to "Quote #1" attached
- Immediately report all claims to: First Agency, Inc.
  - o P: 269-381-6630

#### Option 2 - Med Only Program

- The insurance carrier is Gerber Life Insurance Company.
- Limits:
- Maximum Aggregate Limit of Liability: \$5,000,000
- Maximum Medical Expense Amount: \$5,000,000
- o Accidental Death, Dismemberment, Loss of Sight, Benefit: \$20,000
  - Single Dismemberment: \$10,000
  - Double Dismemberment: \$20,000
- Benefit Period: 10 years from the date of Accident
- Deductible: \$25,000. Medical Expenses payable under any Other Plan will be used to satisfy or reduce the Deductible
- The premium is \$3,780.00
- The premium is based off a rate of \$1.40 per student.

- Significant policy exclusions include but are not limited to the following:
  - o Please refer to "Quote #2" attached
- Immediately report all claims to: First Agency, Inc.
  - o P: 269-381-6630

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

## To bind this policy, please refer to the 'Client Authorization to Bind Coverage' page attached.

- 1. Note any changes you desire to be made.
- 2. Date and sign.
- 3. Return prior to the effective date of coverage.

We appreciate your business and look forward to working with you in the coming year.	Please contact
me if you have any questions.	

me if you have any questions.	Please contact
Sincerely,	

Ryan Doyle

Enclosure

## **Compensation Disclosure Schedule**

Coverage(s)	Carrier Name(s)	Wholesaler, MGA, or Intermediary Name 1	Estimated Annual Premium 2	Comm % or Fee 3	Gallagher U.S. owned Wholesaler, MGA or Intermediary %
Student Accident – Enhanced	Gerber Life Insurance Company	First Agency, Inc.	\$5,130.00	10%	No
Student Accident – Med Only	Gerber Life Insurance Company	First Agency, Inc.	\$3,780.00	10%	No

- 1. We were able to obtain more advantageous terms and conditions for you through an intermediary/wholesaler.
- 2. If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.
  - \* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.
- 3. The commission rate is a percentage of annual premium excluding taxes & fees.
  - \* Gallagher is receiving \_\_\_\_% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.

#### Important Disclosures

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

TRIA/TRIPRA Disclaimer – If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

The TRIPRA program increases the amount needed in total losses by \$20 million each calendar year before the TRIPRA program responds from the 2015 trigger of \$100 million to \$200 million by the year 2020.

TRIPRA is set to expire on December 31, 2020. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2020. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

#### **Compensation Disclosure**

- Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where
  permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee
  contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary
  based on market conditions and the insurance product placed for the client.
- 2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
- 3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
- 4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at Compensation\_Complaints@ajg.com or by regular mail at:

Chief Compliance Officer Gallagher Global Brokerage Arthur J. Gallagher & Co. 2850 Golf Rd. Rolling Meadows, IL 60008

#### **CARRIER RATINGS AND ADMITTED STATUS**

Proposed Insurance Companies	A.M. Best's Rating & Financial Size Category *	Admitted/Non-Admitted **
Gerber Life Insurance Company	A IX	Admitted

<sup>\*</sup>Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

Best's Credit Ratings™ reproduced herein appear under license from A.M. Best and do not constitute, either expressly or impliedly, an endorsement of Gallagher's service or its recommendations. A.M. Best is not responsible for transcription errors made in presenting Best's Credit Ratings™. Best's Credit Ratings™ are proprietary and may not be reproduced or distributed without the express written permission of A.M. Best.

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the A.M. Best website at http://www.ambest.com/ratings.

\*\*If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

#### ASSOCIATED SCHOOL BOARDS PROTECTIVE TRUST

#### CLIENT AUTHORIZATION TO BIND COVERAGE

After careful consideration of Gallagher's proposal dated <u>May 15, 2019</u>, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

#### POLICY OPTIONS:

YES	NO	OPTION DESCRIPTION
Bind Al	I Policies	As Shown Herein Except As Listed Below:
		Gerber Student Accident Quote – Option 1(Recommended)
		Gerber Student Accident Quote – Option 2
Provide	Quotati	ons or Additional Information on the following Coverage Considerations

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

#### **EXPOSURES AND VALUES**

We confirm the payroll, values, schedules, and other data contained in the proposal, and submitted to the underwriters, are compiled from our records and we acknowledge it is our responsibility to see that they are maintained accurately. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies.

We agree that your liability to us arising from your negligent acts or omissions, whether related to the insurance or surety placed pursuant to these binding instructions or not, shall not exceed \$20 million, in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at https://www.ajg.com/privacy-policy/.

I have read, understand and agree that the above-information is correct and has been disclosed to us prior to authorizing Gallagher to bind coverage and/or provide services to us.

Client Signature		_
Dated		_

# CATASTROPHIC ACCIDENT MEDICAL SCHEDULE OF BENEFITS PROPOSAL OF INSURANCE FOR: 2019-20 School Year HURON SCHOOL DISTRICT #2-2

Presented by: Zevitz Student Accident Insurance Services, Inc. 333 N. Michigan Avenue, Suite 714
Chicago, IL 60601
ENHANCED PROGRAM

Annual Estimated Premium based on 2,700 Total Students: \$5,130.00 (\$1.90/student).

**Note**: Medical expenses for Occupational Therapy & Speech Therapy will be considered under "Physician's Outpatient Treatment in Connection with Physical Therapy and/or Spinal Manipulation" if the Occupational Therapy & Speech Therapy are medically necessary and prescribed by a physician to treat the injury.

## **HOSPITAL AND PROFESSIONAL SERVICES BENEFITS**

The Injury must be treated within 180 days after the Accident occurs.

Services must be received within 10 years from the date of the Accident. Expenses incurred after 10 years from the date of the Accident are not covered even though the service is a continuing one or one that is necessarily delayed beyond 10 years from the date of the Accident.

## Maximums and Benefit Period (All maximums are subject to the COVERAGE and LIMITATIONS as stated below.)

Maximum Aggregate Limit of Liability: \$5,000,000 Maximum Medical Expense Amount: \$5,000,000

Accidental Death, Dismemberment, Loss of Sight, Benefit: \$20,000

Single Dismemberment: \$10,000 Double Dismemberment: \$20,000

Benefit Period: 10 years from the date of Accident

#### Deductible

The Deductible is: \$25,000. Medical Expenses payable under any Other Plan will be used to satisfy or reduce the Deductible.

Deductible Establishment Period: 2 years

## COVERAGE AND LIMITATIONS (All limitations are stated per Injury.

Hospital/Facility Services

#### Inpatient

- 1. HOSPITAL ROOM AND BOARD: 100% of Reasonable Expenses up to the semi-private room rate
- 2. HOSPITAL INTENSIVE CARE: 100% of Reasonable Expenses
- 3. INPATIENT HOSPITAL MISCELLANEOUS: 100% of Reasonable Expenses
- 4. CONFINEMENT IN AN EXTENDED CARE FACILITY: 100% of Reasonable Expenses per calendar year to a maximum of \$365,000

#### Outpatient

- OUTPATIENT HOSPITAL MISCELLANEOUS (Except Physician's services and x-rays paid as below): 100% of Reasonable Expenses
- 2. HOSPITAL EMERGENCY ROOM: 100% of Reasonable Expenses
- 3. FREE STANDING AMBULATORY SURGICAL FACILITY: 100% of Reasonable Expenses

4. HOSPITAL EMERGENCY ROOM PHYSICIAN: 100% of Reasonable Expenses

#### Physician's Services

- 1. SURGICAL: 100% of Reasonable Expenses
- 2. ASSISTANT SURGEON: 100% of Reasonable Expenses
- 3. ANESTHESIOLOGIST: 100% of Reasonable Expenses
- 4. PHYSICIAN'S NON-SURGICAL TREATMENT (EXCEPT AS IN 5. BELOW): 100% of Reasonable Expenses
- 5. PHYSICIAN'S OUTPATIENT TREATMENT IN CONNECTION WITH PHYSICAL THERAPY AND/OR SPINAL MANIPULATION: 100% of Reasonable Expenses to a maximum of \$100,000.

#### Other Services

- 1. REGISTERED NURSES' SERVICES: 100% of Reasonable Expenses
- 2. PRESCRIPTIONS (DISPENSED BY A LICENSED PHARMACIST) OUTPATIENT: 100% of Reasonable Expenses
- 3. LABORATORY TESTS OUTPATIENT: 100% of Reasonable Expenses
- 4. X-RAYS (INCLUDES INTERPRETATION) OUTPATIENT: 100% of Reasonable Expenses
- 5. DIAGNOSTIC IMAGING (MRI, CAT SCAN, ETC.) INCLUDES INTERPRETATION: 100% of Reasonable Expenses
- 6. GROUND AMBULANCE: 100% of Reasonable Expenses
- 7. AIR AMBULANCE: 100% of Reasonable Expenses
- 8. DURABLE MEDICAL EQUIPMENT INCLUDES ORTHOPEDIC BRACES AND APPLIANCES: 100% of Reasonable Expenses to a maximum of \$25,000
- 9. DENTAL TREATMENT: 100% of Reasonable Expenses for the treatment, repair or replacement of injured natural teeth, includes initial braces when required for treatment of a covered injury, as well as examination, x-rays, restorative treatment, endodontics, oral surgery and treatment for gingivitis resulting from trauma.
- COMBINED HOME HEALTH AND CUSTODIAL CARE: 100% of Reasonable Expenses per calendar year to a maximum of \$100,000
- 11. TREATMENT OF MENTAL OR NERVOUS DISORDERS: 100% of Reasonable Expenses for Physician fees to \$50 per visit, 1 visit per day maximum, to a maximum of 50 visits per calendar year. Inpatient Hospital a maximum stay of up to 45 days.
- 12. PROSTHETIC DEVICES: Reasonable Expenses during the first two years after the Accident to a maximum of \$100,000. Reasonable Expenses are payable for the remainder of the benefit period immediately thereafter and shall not exceed \$100,000 (\$200,000 if amputation of the leg is above the knee). The maximum benefit amount payable is \$200,000 (\$300,000 if amputation of the leg is above the knee).
- 13. ADJUSTMENT EXPENSE: \$30,000 maximum benefit subject to the following limitations:
  - Medically Necessary Family Counseling \$70 maximum per visit with a maximum of 20 visits within 1 year of the Accident
  - b) Training \$2,500 maximum. Services must begin within 1 year of the date of Accident.
  - c) Travel \$2,000 maximum. Services must begin within 1 year of the date of Accident.
  - d) Lost Earnings 75% of gross loss earnings not to exceed \$500 per week for no more than 13 weeks. Services must begin within 1 year of the date of Accident.
- 14. ANICILLARY ILLNESS OR INJURY EXPENSE: \$2,000 maximum per calendar year Deductible to a \$100,000 combined maximum for all Injuries and Illnesses.
- 15. CATASTROPHIC TOTAL DISABILITY BENEFIT:
  - TOTAL DISABILITY EXPENSE: \$2,500 maximum per month for the first 12 months; \$2,500 maximum per month after the first 12 months; with a maximum benefit period of 10 years. Total Disability must begin within 12 months from the date of the Accident.

PARTIAL DISABILITY EXPENSE: \$1,000 maximum per month with a maximum benefit period of 10 years. Maximum Average Gross Monthly Earnings of \$2,500 for 6 months with a \$1,000 maximum after-tax monthly compensation. Partial Disability must begin within 12 months from the date of the Accident.

- 16. HEART OR CIRCULATORY MALFUNCTION: \$10,000 maximum benefit for loss of life
- 17. COLLEGE EDUCATION EXPENSE BENEFIT: \$100,000 maximum benefit.
- 18. POST-INCIDENT CRISIS MANAGEMENT EXPENSE: \$10,000 per incident maximum aggregate for all persons affected.
- 19. SPECIAL EXPENSE: \$125,000 maximum for the first 5 years after the date of the Accident with a maximum of \$50,000 for each 5 year period thereafter.
- 20. VOCATIONAL REHABILITATION EXPENSE: \$100 maximum per hour to a maximum of \$20,000.

#### COVERAGE

All Students School time Activities Pre-K-12, All Interscholastic Sports including Football Coverage - Coverage and Limitations stated for Hospital and Professional Services for Catastrophic option chosen by the School apply. All provisions in this Policy apply to this coverage.

**Field Trip Coverage -** Coverage and Limitations stated for Hospital and Professional Services for Mandatory Plan 4 (BSC 867) apply. The maximum amount payable per covered Injury is \$5,000,000. All provisions in this Policy apply to this coverage.

#### **DEFINITIONS**

Key terms used in this Policy are defined below. They are capitalized wherever they appear in this Policy.

**Accident** means a sudden, unexpected and unforeseen, identifiable event producing at the time objective symptoms of an Injury. The Accident must occur while the Insured is covered under this Policy.

**Average Gross Monthly Earnings** means the Insured's rate of pay per month as reported by his employer for work performed for the employer. Average Gross Monthly Earnings also include self-employment income.

**Counseling Services** means psychiatric/psychological counseling that is under the care, supervision, or direction of a professional counselor or Physician and essential to assist the Insured in coping with the Act of Violence.

Counseling Services must be:

- a) Arranged by the covered School;
- b) Provided to a living Insured due to an Act of Violence: and
- c) Received during the Benefit Period shown on the Schedule of Benefits.

Custodial Care means Medically Necessary services or treatment which, regardless of where provided:

- 1. Could be rendered safely by a person without medical skills; and
- 2. Provides a routine level of maintenance care designed mainly to help the patient with daily living activities, including (but not limited to):
  - a) personal care such as help in walking and getting in and out of bed; help with bathing; help with eating by spoon, tube or gastrostomy; exercising; dressing; enema and using the toilet;
  - b) homemaking such as preparing meals or special diets;
  - c) moving the patient;
  - d) acting as companion or sitter;
  - e) supervising medication which can usually be self-administered;
  - f) oral hygiene; and
  - g) ordinary skin and nail care; or
- 3. In the case of a Totally Disabled Insured, cannot be self-administered.

No benefits will be paid for Custodial Care services or treatment which is provided by a member of the Insured's Immediate Family or by an individual who resides with the Insured, unless specifically agreed to by the Company. Custodial Care does not include Home Health Care services or treatment.

Custodial Care Expense means the Reasonable and Customary charges for Medically Necessary Custodial Care services or treatment.

**Deductible** means the Reasonable Expenses that are Medically Necessary that are incurred by an Insured, which must be paid, before the Company pays any benefits under the Hospital and Professional Services Benefits provision.

**Dental Expense** means the Reasonable Expense for Medically Necessary repair or replacement of teeth due to an Accident.

#### **Emergency** means:

- A situation which requires hospitalization or medical care for an Injury caused by the sudden, unexpected onset
  of a medical condition with acute symptoms of sufficient severity and pain to require immediate medical care;
  and
- 2. In the absence of which one could reasonably expect that one or more of the following would occur:
  - (a) The Insured's health would be placed in serious jeopardy.
  - (b) There would be serious impairment of the Insured's bodily functions.
  - (c) There would be serious dysfunction of any of the Insured's bodily organs or parts.

**Extended Care Facility** means an institution operating pursuant to applicable state law which is engaged in providing, for a fee, skilled nursing care and related services and Physical Therapy services under the supervision of a Physician and registered nurses, to persons convalescing from illness or Injury. It must have facilities for ten (10) or more inpatients and maintain clerical records on all of its patients. To qualify as a Medical Expense under this Policy, the Insured's confinement in an Extended Care Facility must:

- 1. Start within five (5) days after the Insured has been continuously confined for at least five (5) days in a Hospital as a result of a covered Accident;
- 2. Be for treatment of the Injuries resulting from such covered Accident;
- 3. Be one during which a Physician's visits the Insured at least once every thirty (30) days;
- 4. Be certified to be Medically Necessary by the attending Physician; and
- 5. Not be for routine Custodial Care.

**Family Counseling** means psychiatric/psychological counseling of the Immediate Family rendered by a certified or licensed psychiatrist or psychologist.

Free - Standing Ambulatory Surgical Facility means any public or private establishment which:

- 1. Has an organized medical staff;
- 2. Has permanent facilities that are equipped and operated mainly for the purpose of performing surgical procedures;
- 3. Provides continuous services of Physicians and registered nurses, whenever a patient is in the facility; and
- 4. Does not provide services or other accommodations for patients to stay overnight.

Home Health Care means nursing care and treatment, to an Insured in their home, which is part of an overall extended treatment plan and; (a) is required for progressive and positive improvement of the Insured's medical condition; or (b) is necessary to provide care and treatment that cannot be self-administered for a Totally Disabled Insured. To qualify for Home Health Care:

- The plan must be established and approved in writing by the attending Physician, including certification in writing by the attending Physician that confinement in a Hospital or Extended Care Facility would be required in the absence of Home Health Care; and
- 2. Nursing care and treatment must be provided by a Hospital certified to provide Home Health Care services or by a certified Home Health Care agency; and
- 3. Home Health Care services must commence within seven (7) days of discharge from a Hospital or Extended Care Facility or Rehabilitation Facility and be preceded by a Hospital or Extended Care Facility or Rehabilitation Facility confinement of five (5) days or more.

Home physical, speech, and occupational therapies will be covered when initiated in conjunction with discharge placement through a Rehabilitation Facility and approved by the attending Physician.

No benefits will be paid for Home Health Care services which are provided by a member of the Insured's Immediate Family or by an individual who resides with the Insured, unless specifically agreed to by the Company. Home Health Care does not include Custodial Care Expense.

Hospital means an institution that meets all of the following:

- 1. It is licensed as a Hospital pursuant to applicable law;
- 2. It is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
- 3. It is managed under the supervision of a staff of medical doctors;
- 4. It provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
- It has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis; and
- 6. It charges for its services.

Hospital also means a psychiatric hospital as defined by Medicare. It must be eligible to receive payments under Medicare.

A Hospital is mainly not a place for rest, a place for the aged, a place for the treatment of drug addicts or alcoholics, or a nursing home.

**Immediate Family** means a person who is related to the Insured in any of the following ways: spouse, brother-in-law, sister-in-law, daughter –in-law, son-in-law, mother in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild).

**Injury** means bodily injury caused by an Accident. The Injury must occur while this Policy is in force and while the Insured is covered under this Policy. The Injury must be sustained as stated on the face page of this Policy, except where specifically stated otherwise in this Policy.

Inpatient means a person confined in a Hospital and charged room and board.

**Insured** means any person, attending a School, for whom insurance is in force under this Policy and when due, the required premium has been paid for. A person's insurance takes effect and terminates as stated in the Policy Effective Date and Policy Termination Date provision.

**Loss** means Medical Expense incurred as a result of a covered Injury. With the respect to the Accidental Death, Dismemberment, or Loss of Sight provision, Loss means loss of life, loss of hand, foot or sight, as described in that provision.

Medical Expense means the Reasonable Expense charged:

- 1. Of a professional ambulance service for Medically Necessary transportation to and from a Hospital;
- 2. Of a Physician for Medically Necessary care and treatment;
- 3. Of a Hospital for Medically Necessary inpatient services, including room and board (not exceeding the semi-private room rate for each day of confinement unless a private room is Medically Necessary);
- 4. For Medically Necessary hospital inpatient services and supplies, including intensive care services, and daily Hospital charges for personal Hospital services (including television, radio, telephone, barber, and beauty services to a maximum payment as shown in the Schedule of Benefits);
- For Medically Necessary out-patient and emergency room care and treatment;
- 6. For confinement in an Extended Care Facility;
- 7. For Home Health Care; and
- 8. For medical or surgical services, prescription drugs, and other medical supplies commonly used for therapeutic or diagnostic services, which are Medically Necessary and prescribed by a Physician operating within the scope of his or her license.

Medically Necessary means medical and dental treatment which:

- Are essential for diagnosis, treatment or care of the Injury or Accident for which it is prescribed or performed;
- 2. Meets generally accepted standards of medical practice; and
- 3. Are ordered by a Physician and performed under his or her care, supervision or order.

Other Plan means any other valid and collectible insurance or self-funded plan such as: individual and family type insurance coverage; group, blanket or franchise insurance, group hospital, medical service, pre-payment, trustee, Union Welfare; Blue-Cross, Blue Shield, group practice or other pre-payment coverage; labor-management plans, or employee benefit organization plans; self-funded ERISA plan, Workers' Compensation Law, Occupational Disease Law or any similar legislation; Medicare; or "No-Fault" auto legislation, where applicable.

**Outpatient** means an Insured receiving care from a Physician, a Hospital or a Free Standing Ambulatory Surgical Facility but who is not undergoing confinement and is not charged room and board.

**Partial Disability** or **Partially Disabled** means the inability of the Insured who was engaged in an occupation before he became Totally Disabled, to perform all of the material duties of that occupation and to earn more than the maximum monthly earnings shown in the Schedule of Benefits.

**Physical Therapy** means any form of physical therapy, whether by machine or hand, by use of exercise, manipulation, massage, adjustment, heat or cold, air, light, water, electricity or sound.

**Physician** means a currently licensed practitioner of the healing arts performing within the scope of a license which is issued under the laws of the state of practice. It does not include the Insured or his/her Immediate Family. The exclusion of Immediate Family does not apply in those areas in which the Immediate Family member is the only Physician in the area and acting within the scope of their normal employment.

**Reasonable Expense** means the average amount charged by most providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided. Such services and supplies must be recommended and approved by a Physician.

Rehabilitation Facility means a legally operating institution or part of an institution which has a transfer agreement with one or more Hospitals and which is primarily engaged in providing comprehensive multi-disciplinary physical rehabilitative services or rehabilitation inpatient care and is duly licensed by the appropriate government agency to provide such services. It does not include institutions which provide only minimal care, Custodial Care, care for the terminally ill, or part-time care services; nor an institution which primarily provides treatment for mental disorders, chemical dependency, or tuberculosis, except if such facility is licensed, certified, or approved as a Rehabilitation Facility for the treatment of medical conditions, drug addictions, or alcoholism in the jurisdiction where it is located. Such facility is required to be accredited by the Joint Commission on Accreditation of Healthcare Organizations, or the Commission on Accreditation of Rehabilitation Facilities.

**Regularly Scheduled Activity** means the following School functions which are organized and scheduled solely by the School on or off School premises:

- 1. An activity which is under sole direct supervision of qualified School authorities; and
- 2. School sponsored and supervised travel to and from such an activity.

Residence means the home or land on which the Insured's home is located.

Severance means the complete separation and dismemberment of the part from the body.

School means the Policyholder named on the face page of this Policy.

**School Property** means the physical location of the covered School or the location of an activity or event approved by the covered School.

**Surgical Expense** means expense incurred for (1) a Surgical Procedure; (2) preoperative Medically Necessary treatment in connection with such procedure; and (3) usual postoperative treatment.

**Surgical Procedure** means (1) a cutting procedure; (2) suturing a wound; (3) treatment of a fracture; (4) reduction of a dislocation; (5) electrocauterization; (6) diagnostic and therapeutic endoscopic procedures; and (7) an operation by means of laser beam.

Total Disability or Totally Disabled means the Insured has suffered permanent loss of one or more of:

- 1. Speech;
- 2. Hearing in both ears;
- 3. Sight in both eyes;
- 4. Use of both arms;
- 5. Use of both legs;
- 6. Use of one arm and one leg; or
- 7. Motor or cognitive function resulting from brain stem or other neurological injury; and that permanent loss results in Insured's inability to:

- a) Perform activities of daily living including eating, transferring, dressing, toileting, bathing, and continence without human supervision or assistance; or
- b) Perform each and every duty of his occupation during the Initial Benefit Period; or
- c) Perform each and every duty of any business or occupation for which he is reasonably fitted by education, training or experience, during the subsequent Benefit Period.

#### POLICY EFFECTIVE DATE AND POLICY TERMINATION DATE

The insurance of each School or Insured who enrolls for insurance on or before the Policy Effective Date takes effect on the Policy Effective Date, provided the required premium has been paid. Insurance of any School or Insured enrolling for insurance after the Policy Effective Date takes effect on the date of application and the Company's receipt of the required premium.

The insurance of each School or Insured shall terminate on the earliest of: (1) the end of the period for which premium has been paid unless the renewal premium has been received by the Company or its authorized agent prior to or within 30 days of the next period of coverage; (2) the Policy Termination Date.

#### **EXCLUSIONS**

No Benefits are payable for Hospital and Professional Services for the following:

- 1. Injuries which are not caused by an Accident.
- 2. Treatment for hernia, all types, regardless of cause, Osgood Schlatter's disease, or osteochondritis.
- 3. Injury sustained as a result of operating, riding in or upon, or alighting from a two-, three-, or four-wheeled recreational motor vehicle or snowmobile.
- 5. Injury sustained as a result of practice or play in interscholastic tackle football and/or sports, unless the premium required under the Football and/or Sports Coverage provision has been paid.
- 6. Any expense for which benefits are payable under a Catastrophic Accident Insurance Program of the State Interscholastic Activities Association.
- 7. Treatment performed by a person retained by the School.
- 8. Injury caused by war or acts of war; suicide or intentionally self-inflicted Injury, while sane or insane; violating or attempting to violate the law; the taking part in any illegal occupation; fighting or brawling except in self-defense; or while under the influence of alcohol or drugs caused in the commission of a felony.
- 9. Medical expenses for which benefits are paid under any (a) Workers' Compensation act; or (b) mandatory no-fault automobile insurance contract; or similar legislation.
- 10. Expense incurred for treatment of temporomandibular joint dysfunction and associated myofascial pain.
- 11. Expenses incurred for experimental or investigational treatment or procedures.

#### **HOSPITAL AND PROFESSIONAL SERVICES BENEFITS**

The Company will pay Reasonable Expenses incurred for a covered Injury. The Injury must be treated within the number of days stated in the Schedule of Benefits. Services must be given: (1) by a Physician; (2) for Medically Necessary treatment; and (3) within the time limit stated in the Schedule of Benefits. Benefits are paid to the maximum stated in the Schedule of Benefits for any one Injury for Reasonable Expenses which are in excess of the Deductible. Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

#### ACCIDENTAL DEATH, DISMEMBERMENT, OR LOSS OF SIGHT BENEFIT

When a covered Injury results in any of the Losses to the Insured which are stated in the Schedule of Benefits for Accidental Death, Dismemberment, or Loss of Sight, then the Company will pay the benefit stated in the schedule for that Loss. The Loss must be sustained within 365 days after the date of the Accident.

The maximum benefit payable under this provision is stated in the **Schedule of Benefits** under **Maximums and Benefit Period**:

Life

Both Hands or Both Feet or Sight of Both Eyes Loss of One Hand and One Foot

Loss of One Hand and Entire Sight of One Eye
Loss of One Foot and Entire Sight of One Eye
Loss of One Hand or Foot
Loss of Sight in One Eye
Loss of Thumb and Index Finger of the Same Hand

Half of the maximum benefit will be paid for the Loss of one Hand, one Foot or the Sight of one eye.

Loss of Hand or Foot means the complete Severance through or above the wrist or ankle joint. Loss of Sight means the total, permanent Loss of Sight in One Eye. The Loss of Sight must be irrecoverable by natural, surgical or artificial means. Loss of Thumb and Index Finger of the Same Hand means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

If the Insured suffers more than one of the above covered losses as a result of the same Accident the total amount the Company will pay is the maximum benefit.

Benefits paid under this provision will be paid in addition to any other benefits provided by this Policy.

Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

#### FIELD TRIP COVERAGE

This coverage applies to students of the School who are participating in field trips. The field trips must be sponsored and directly supervised by the School. The maximum amount payable per covered Injury is stated on page 4, **Other Coverages**, **Field Trip Coverage**. Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

There is no additional premium charged for this coverage.

Premium for coverage for overnight field trips of 7 or more consecutive nights has been included in the per student rates.

#### ADJUSTMENT EXPENSE BENEFIT

The Company will pay the benefit amount, as shown in the Schedule of Benefits, incurred on behalf of the Totally Disabled Insured after the date the Deductible is satisfied.

Adjustment Expenses are the Reasonable Expenses Incurred for:

- Medically Necessary Family Counseling for the Immediate Family of the Insured. Family Counseling will be limited to the number of visits and amount per visit as shown in the Schedule of Benefits. Such counseling must be rendered during the period of time immediately following the date of the Accident to the Insured as shown in the Schedule of Benefits;
- The expense for training, up to the maximum as shown in the Schedule of Benefits, of a member of the Immediate Family of the Insured to perform rehabilitative or custodial functions necessary to the care of the Insured; the training must occur during the period of time immediately following the date of the Accident to the Insured as shown in the Schedule of Benefits;
- 3. The expense, up to the maximum as shown in the Schedule of Benefits, per member, for travel by the Insured's Immediate Family between their Residence and the Insured's place of treatment which:
  - Occurs during the time period shown in the Schedule of Benefits immediately following the date of the Accident;
  - b. If by air, is on regularly scheduled commercial flights; and
- 4. Lost earnings by the Insured's parents, guardians or spouse, due to, and in connection with, an Accident. Loss of earnings by the Insured's spouse, or parent/guardian if the Insured is not married, will be limited to the percentage of gross lost earnings, as shown in the Schedule of Benefits, of the spouse or one parent/guardian only due to the Injury to the Insured, not to exceed an amount per week for a maximum number of weeks during the number of consecutive months following the date of the Accident as specified in the Schedule of Benefits. Gross earnings will be determined based on the Average Monthly Gross Earnings for the 12-month period immediately preceding the date of the Accident.

As provided above, family travel is limited to travel by not more than two members of the Insured's Immediate Family at one time. Family travel by personal auto is reimbursed at mileage rates used by the Internal Revenue Service. As provided above, lost earnings will be reimbursed for up to the number of weeks shown in the Schedule of Benefits up to the lesser of the amount shown in the Schedule of Benefits or the average weekly wage for the year preceding the Accident of one parent/guardian or the spouse of the Insured. Benefits under this provision are

subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

#### ANCILLARY ILLNESS OR INJURY EXPENSE BENEFIT

The Company will pay the benefit amount, as shown in the Schedule of Benefits, as a result of an Injury or illness to a Totally Disabled Insured which occurs during the period he or she is receiving benefits in connection with an Injury. The expenses must result from a separate Injury unrelated to such Injury, or an illness of an Insured which first manifests itself during the period he or she is receiving benefits hereunder. Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

#### ASSIMILATION EXPENSE BENEFIT

The Company will pay the benefit amount, as shown in the Schedule of Benefits, subject to the following conditions and Exclusions, while the Insured is receiving Total Disability Benefits and are Totally Disabled from a covered Accident.

Assimilation Expense Benefits will be payable for:

- 1. The Insured's participation in an Assimilation Program necessitated by a covered Accident to the spinal cord, nervous system or by a closed head injury sustained in an Accident; and
- 2. Travel Expenses when the Insured and Immediate Family, up to the number shown in the Schedule of Benefits, travel to and from the location at which the Insured is a participant in an Assimilation Program.

Participation in an Assimilation Program must be prescribed by a Physician and begin within the time period specified in the Schedule of Benefits. Benefits will be paid directly to:

- 1. The facility providing the Assimilation Program as payments are due;
- 2. After the Insured's participation has begun; and
- 3. The persons who incur expenses for travel, provided proof of the expense is submitted to the Company.

Payment of benefits will end on the earliest of:

- The date the Insured completes the Assimilation Program;
- 2. The date the Insured is no longer Totally Disabled;
- 3. The date the Insured is no longer receiving Total Disability benefits;
- 4. The date the Insured dies; and
- 5. The date any maximum benefit limit shown on the Schedule of Benefits is reached.

**Definitions** For purposes of this Benefit:

**Assimilation Program** means a specialized, intensive rehabilitation program at an accredited medical facility specializing in research, surgery and training of persons with spinal cord, nervous system or closed head injuries.

**Family Travel** means travel by an Immediate Family Member's motor vehicle, regularly scheduled commercial airline, train or bus. Expenses for family travel include mileage and tolls, general coach fares, and reasonable costs of lodging, meals and car rental for the Insured's Immediate Family.

Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

#### CATASTROPHIC TOTAL DISABILITY BENEFIT

The Company will pay the benefit amount, as shown in the Schedule of Benefits, when the Insured is Totally Disabled or Partially Disabled from a covered Accident, subject to all applicable conditions and exclusions.

**Total Disability Benefits** Total Disability Benefits will begin with the month the Company determines the Insured is Totally Disabled. The Insured's Total Disability must begin within the time period shown in the Schedule of Benefits.

Termination of Total Disability Benefits Total Disability Benefits will end on the earliest of the date:

- 1. The Insured is no longer Totally Disabled;
- 2. Monthly benefits have been paid for the benefit period shown in the Schedule of Benefits;
- 3. The Insured fails to provide proof of continuing Total Disability when requested;
- 4. The Insured is entitled to and is receiving Partial Disability Benefits:
- 5. The Insured dies.

Partial Disability Benefits Partial Disability Benefits will be paid to the Insured who is Partially Disabled following a period of Total Disability for which the Company paid Total Disability Benefits, if:

- 1. Partial Disability results from the same covered Accident which caused the immediately preceding period of Total Disability; and
- 2. The Insured was receiving benefits for Total Disability immediately prior to the period of Partial Disability.

**Resumption of Partial Disability Benefits** The Insured who recovers from Partial Disability and again becomes Partially Disabled can resume receiving Partial Disability Benefits, subject to the following conditions:

- 1. The Insured's Average Gross Monthly Earnings must fall below the maximum monthly earnings for each month in the benefit period shown in the Schedule of Benefits; and
- 2. The loss of Average Gross Monthly Earnings must result directly from the same covered Accident.

Partial Disability Benefits will be payable, during the benefit period shown in the Schedule of Benefits, for the period that the Partial Disability continues.

Termination of Partial Disability Benefits Benefits for Partial Disability will end on the earliest of the date:

- 1. The Insured is no longer Partially Disabled;
- 2. Total and Partial Disability Benefits have been paid for the benefit period shown in the Schedule of Benefits;
- 3. The Insured's Average Gross Monthly Earnings exceeds the Partial Disability maximum for the benefit period:
- 4. The Insured fails to provide proof of continuing Partial Disability when requested;
- 5. The Insured dies.

The Company will reduce Total Disability Benefits by the amount of any Average Gross Monthly Earnings for work the Insured performs while Totally Disabled. The Company will reduce Partial Disability Benefits by one-half of the Insured's Average Gross Monthly Earnings that exceed the monthly earnings maximum per month.

Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

#### COLLEGE EDUCATION EXPENSE BENEFIT

The Company will pay the benefit amount as shown in the Schedule of Benefits, subject to all applicable conditions and Exclusions, for the Insured to complete his degree or course of study at the School they were attending, or in which they were enrolled to attend, at the time of the covered Accident that resulted in their Total Disability. The Insured must be receiving Total Disability Benefits provided by this Policy and must resume study within [1-5] years of the date of the covered Accident and while they continue to receive Total Disability Benefits.

College Education Expenses College Education Expenses include expenses incurred for tuition, student fees, books and on-campus or off-campus room and board. If the Insured does not reside on-campus, the Company will pay an amount based on the lesser of the actual room and board cost and typical on-campus room and board rates. Tuition, student fees, books and on-campus room and board amounts will be obtained from the School's financial aid office. Benefits paid will be reduced by any scholarship or other financial aid the Insured receives.

Payment of Benefits Benefits will be paid directly to the School or other provider as payment is due.

Termination of Payments Payments will terminate on the earliest of:

- The date the Insured completes the requirements for any degree or certificate of completion for a course of study; and
- 2. The end of the Benefit Period shown in the Schedule of Benefits; and
- 3. The date the Insured is no longer Totally Disabled; and
- 4. The date the Insured is no longer receiving Total Disability or Catastrophic Cash benefits; and
- 5. The date the Insured dies; and
- 6. The date any maximum benefit limit shown in the Schedule of Benefits is reached.

**Exclusions** Benefits will not be payable for any cost incurred by any Insured for modification or alteration of special accommodations necessitated by the Total Disability.

Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

#### HEART OR CIRCULATORY MALFUNCTION BENEFIT

The Company will pay the benefit amount shown in the Schedule of Benefits, subject to all applicable conditions and Exclusions, if an Insured suffers a sudden heart or circulatory malfunction, that results in death or Injury, and

the first symptoms of the malfunction are medically diagnosed while the Insured is covered under this Policy and within 72 hours of a Regularly Scheduled Activity.

**Exclusions** The benefits will not be payable if in the past 3 years, the Insured was medically diagnosed as having treatment, received any medication unless the condition for which the prescribed medication is taken remains controlled without any change in the required prescription or received treatment for:

- 1. a heart or circulatory malfunction;
- 2. hypertension, angina, cerebral vascular incident or other heart or circulatory condition

Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

#### POST-INCIDENT CRISIS MANAGEMENT COVERAGE

The Company will pay benefits, as shown in the Schedule of Benefits, for post-incident crisis management services rendered by a person who is:

- 1. Trained in providing consulting and post-incident crisis management services in response to traumatic events; and
- 2. Employed by an organization approved by the Company for rendering such services.

This benefit will only apply when initiated in response to an incident where there is reasonable expectation, as determined by a Physician, and agreed to by the Company, that Injury to an Insured will result in death or Catastrophic Disability. First response must occur within the first forty-eight (48) hours following notification of Injury for this coverage to apply. Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

#### SPECIAL EXPENSE BENEFIT

The Company will pay the benefit amount, as shown on the Schedule of Benefits, for an Insured who is Totally Disabled as a result of an Accident for special items approved by the Insured's Physician to accommodate his or her physical disability, such as specialized wheelchair or other types of equipment or computer programs designed for use by someone with the type of physical disability suffered by the Insured, the adaptation or modification in design and/or equipment of the Insured's owned motor vehicle or such motor vehicle as was customarily at the disposal of or in the usual possession of the Insured, or for adaptation or modification of the Insured's housing in design and/or equipment. Such item or modification must be approved by the Physician as being appropriate and as being Medically Necessary to accommodate the physical disability of the Insured as a result of a covered Accident. Benefits are limited to the amounts shown in the Schedule of Benefits.

Payment for the purchase of a motor vehicle will be limited to those expenses reasonably necessary to provide a motor vehicle appropriate to accommodate the Insured and will be made only if the Insured's then existing motor vehicle cannot be modified to accommodate the Insured's physical disability; however, payment for purchase or modifications of a motor vehicle or housing will be limited to only such purchase and modification(s) which are appropriate to accommodate the Insured's physical disability as recommended by the Physician and approved by the Company.

Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

#### **VOCATIONAL REHABILITATION BENEFIT**

The Company will pay Reasonable Expenses, as shown in the Schedule of Benefits, for incurred services rendered through a vocational rehabilitation program or for vocational rehabilitation counseling services intended to enable the Totally Disabled Insured to develop skills necessary for gainful employment and to participate in a job search and find gainful employment. The Insured must initiate treatment within 2 years following the date of Injury, and the length of continuous treatment must not exceed 5 years. Benefits are subject to the limits as shown in the Plan of Insurance.

Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

#### GENERAL PROVISIONS

**Premium Payment:** The initial premium is due on the Policy Effective Date unless the Policyholder and the Company agree to another mode of premium payment. Premiums are paid at the Company's home office or to the Company's authorized agent. If any premium is not paid when due, this Policy will be cancelled as of the premium due date of the unpaid premium, except as provided in any applicable Grace Period section.

**Grace Period:** A grace period of 31 days will be provided for the payment of any premium due after the first. During the grace period, the Policy shall continue in force, unless the Policyholder, has given written notice of discontinuance in advance of the premium due date and in accordance with the terms of this Policy. If the required premium is not paid during the grace period, coverage will terminate on the last day of the grace period. The Policyholder will be liable for the payment of a pro rata premium for the time the Policy was in force during the grace period.

**Reinstatement:** This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are written application of the Policyholder satisfactory to the Company and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid.

**Cancellation:** If the Company decides to cancel this Policy, written notice will be given to the Policyholder at least 60 days before the date this Policy is to be canceled. If the Company cancels, the earned premium will be computed pro rata and the unearned portion promptly returned.

If the Policyholder cancels this Policy, cancellation becomes effective on the later of the date the Company receives the written notice or the date stated on the written notice. Any unearned premium paid by the Policyholder will be returned immediately; or the Policyholder will immediately pay any earned premium that has not been paid. Earned premium will be computed pro rata.

**Policy Administration:** The Policyholder will furnish all information which the Company may reasonably require with regard to any matters pertaining to this Policy. All documents, books and records which may have a bearing on this Policy will be opened for inspection by the Company at all reasonable times while this Policy is in force and until the final determination of all rights and obligations under this Policy.

Clerical error (whether by the Policyholder or by the Company), in keeping any records pertaining to the insurance will not invalidate insurance otherwise validly in force, or continue insurance otherwise validly terminated. Upon discovery of such error or delay, an equitable adjustment of premiums will be made.

If any relevant facts pertaining to any Insured's insurance shall be found to have been misstated, an equitable adjustment of the premiums will be made. If such misstatement affects the existence of the amount of insurance, the facts shall be used in determining whether insurance is in force under the terms of this Policy and in what amount.

In connection with the administration of this Policy, the Policyholder shall act as not to discriminate unfairly between individuals in similar situations at the time of such action.

In connection with the administration of this Policy, The Company shall be entitled to rely upon any action of the Policyholder without being obliged to inquire into the circumstances.

**Entire Contract:** This Policy, and any attached papers make up the entire contract between the Policyholder and the Company. In the absence of fraud, all statements made by the Policyholder or any Insured will be considered representations and not warranties. No written statement made by an Insured will be used in any contest unless a copy of the statement is furnished to the Insured or, in the event of the death or incapacity of the Insured, to their beneficiary or personal representative.

No change in this Policy will be valid until approved by one of the Company's executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions. If an enrollment form for an Insured is required, it may also be made a part of this Policy at the Company's option.

#### **PAYMENT OF BENEFITS**

**Time Limit of Certain Defenses:** No misstatements, except fraudulent misstatements made by an Insured in the application, if any, shall be used to void this Policy or to deny a claim for loss incurred with respect to such Insured after the insurance has been in force for two years.

**Statements by Insured:** A copy of the application, if any, of each Insured shall be attached to this Policy when issued. No statement made by an Insured shall void the insurance or reduce benefits unless contained in a written instrument signed by the Insured. All such statements shall be considered representations and not warranties.

Notice of Claim: Written notice of claim must be given to the Company within 60 days after the occurrence or commencement of the Insured's covered Loss, or as soon thereafter as reasonably possible. Notice given by or on

behalf of the claimant to the Company with information sufficient to identify the Insured, is deemed notice to the Company.

Claim Forms: The Company will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within 15 days after the Company received notice of claim, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in this Policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The notice should include the Insured name, the Policyholder's name and the Policy Number.

**Proofs of Loss**: Written proof of loss must be furnished to the Company within 90 days after the date of the covered Loss. If the Loss is one for which the Policy requires continuing eligibility for periodic payments, subsequent written proofs of eligibility must be furnished as such intervals as my reasonably be required. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to furnish 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 claimant, later than one year from the time proof is otherwise required.

Time of Payment of Claims: Benefits payable under the Policy for any Loss, other than Loss for which the Policy provides any periodic payment, will be paid immediately upon receipt of written proof of such Loss. Subject to the Company's receipt of written proof of such Loss, all accrued benefits for Loss for which the Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which the Company is liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof

Payment of Claims: All or a portion of any benefits provided by this Policy on account of hospital, nursing, surgical or other medical service may, and unless the Insured requests otherwise in writing not later than the time for filing proof of such Loss, be paid directly to the hospital or person rendering such services. Accidental Death, Dismemberment, Loss of Sight, Speech or Hearing Benefits (if applicable) are paid to the Insured, or if not living, to the beneficiary.

**Physical Examination and Autopsy:** At the Company's expense, the Company may have a claimant examined by a Physician as often as the Company deems necessary while a claim is pending. The Company also has the right to have an autopsy performed unless forbidden by law.

**Legal Actions:** No action at law or in equity will be brought to recover benefits under this Policy less than 60 days after satisfactory proof of loss has been furnished as required by this Policy. No such action will be brought after expiry of the applicable statute of limitations from the time proof of loss is required to be furnished under this Policy.

**Subrogation:** The Company has the right to recover all payments including future payments, which the Company has made, or will be obligated to pay in the future, to the Insured from anyone liable for the covered Loss. If the Insured recovers from anyone liable for the covered Loss, the Company will be reimbursed first from such recovery to the extent of the Company's payments to the Insured.

**Conformity with State Statutes:** Any provision in this Policy that is in conflict with the requirements of any state or federal law that apply to this Policy are automatically changed to satisfy the minimum requirements of such laws.

IN WITNESS WHEREOF, GERBER LIFE INSURANCE COMPANY has caused this Policy to be signed by its President at White Plains, New York

# CATASTROPHIC ACCIDENT MEDICAL SCHEDULE OF BENEFITS PROPOSAL OF INSURANCE FOR: 2019-20 School Year HURON SCHOOL DISTRICT #2-2

Presented by: Zevitz Student Accident Insurance Services, Inc.
333 N. Michigan Avenue, Suite 714
Chicago, IL 60601
MED ONLY PROGRAM – Class 1
Annual Estimated Premium based on 2,700 Total Students: \$3,780.00 (\$1.40/student).

**Note**: Medical expenses for Occupational Therapy & Speech Therapy will be considered under "Physician's Outpatient Treatment in Connection with Physical Therapy and/or Spinal Manipulation" if the Occupational Therapy & Speech Therapy are medically necessary and prescribed by a physician to treat the injury.

#### HOSPITAL AND PROFESSIONAL SERVICES BENEFITS

The Injury must be treated within 180 days after the Accident occurs.

Services must be received within 10 years from the date of the Accident. Expenses incurred after 10 years from the date of the Accident are not covered even though the service is a continuing one or one that is necessarily delayed beyond 10 years from the date of the Accident.

#### Maximums and Benefit Period (All maximums are subject to the COVERAGE and LIMITATIONS as stated below.)

Maximum Aggregate Limit of Liability: \$5,000,000 Maximum Medical Expense Amount: \$5,000,000

Accidental Death, Dismemberment, Loss of Sight, Benefit: \$20,000

Single Dismemberment: \$10,000 Double Dismemberment: \$20,000

Benefit Period: 10 years from the date of Accident

#### **Deductible**

The Deductible is: \$25,000. Medical Expenses payable under any Other Plan will be used to satisfy or reduce the Deductible.

Deductible Establishment Period: 2 years

#### COVERAGE AND LIMITATIONS (All limitations are stated per Injury.)

#### Hospital/Facility Services

#### Inpatient

- 1. HOSPITAL ROOM AND BOARD: 100% of Reasonable Expenses up to the semi-private room rate
- 2. HOSPITAL INTENSIVE CARE: 100% of Reasonable Expenses
- 3. INPATIENT HOSPITAL MISCELLANEOUS: 100% of Reasonable Expenses
- 4. CONFINEMENT IN AN EXTENDED CARE FACILITY: 100% of Reasonable Expenses per calendar year to a maximum of \$365,000

#### Outpatient

- 1. OUTPATIENT HOSPITAL MISCELLANEOUS (Except Physician's services and x-rays paid as below): 100% of Reasonable Expenses
- 2. HOSPITAL EMERGENCY ROOM: 100% of Reasonable Expenses
- 3. FREE STANDING AMBULATORY SURGICAL FACILITY: 100% of Reasonable Expenses
- 4. HOSPITAL EMERGENCY ROOM PHYSICIAN: 100% of Reasonable Expenses

#### Physician's Services

- 1. SURGICAL: 100% of Reasonable Expenses
- 2. ASSISTANT SURGEON: 100% of Reasonable Expenses
- 3. ANESTHESIOLOGIST: 100% of Reasonable Expenses
- 4. PHYSICIAN'S NON-SURGICAL TREATMENT (EXCEPT AS IN 5. BELOW): 100% of Reasonable Expenses
- 5. PHYSICIAN'S OUTPATIENT TREATMENT IN CONNECTION WITH PHYSICAL THERAPY AND/OR SPINAL MANIPULATION: 100% of Reasonable Expenses to a maximum of \$100,000.

#### Other Services

- 1. REGISTERED NURSES' SERVICES: 100% of Reasonable Expenses
- PRESCRIPTIONS (DISPENSED BY A LICENSED PHARMACIST) OUTPATIENT: 100% of Reasonable Expenses
- 3. LABORATORY TESTS OUTPATIENT: 100% of Reasonable Expenses
- 4. X-RAYS (INCLUDES INTERPRETATION) OUTPATIENT: 100% of Reasonable Expenses
- DIAGNOSTIC IMAGING (MRI, CAT SCAN, ETC.) INCLUDES INTERPRETATION: 100% of Reasonable Expenses
- 6. GROUND AMBULANCE: 100% of Reasonable Expenses
- 7. AIR AMBULANCE: 100% of Reasonable Expenses
- 8. DURABLE MEDICAL EQUIPMENT INCLUDES ORTHOPEDIC BRACES AND APPLIANCES: 100% of Reasonable Expenses to a maximum of \$25,000
- DENTAL TREATMENT: 100% of Reasonable Expenses for the treatment, repair or replacement of injured natural teeth, includes initial braces when required for treatment of a covered injury, as well as examination, xrays, restorative treatment, endodontics, oral surgery and treatment for gingivitis resulting from trauma.
- COMBINED HOME HEALTH AND CUSTODIAL CARE: 100% of Reasonable Expenses per calendar year to a maximum of \$100,000
- 11. TREATMENT OF MENTAL OR NERVOUS DISORDERS: 100% of Reasonable Expenses for Physician fees to \$50 per visit, 1 visit per day maximum, to a maximum of 50 visits per calendar year. Inpatient Hospital a maximum stay of up to 45 days.
- 12. PROSTHETIC DEVICES: Reasonable Expenses during the first two years after the Accident to a maximum of \$100,000. Reasonable Expenses are payable for the remainder of the benefit period immediately thereafter and shall not exceed \$100,000 (\$200,000 if amputation of the leg is above the knee). The maximum benefit amount payable is \$200,000 (\$300,000 if amputation of the leg is above the knee).
- 13. HEART OR CIRCULATORY MALFUNCTION: \$10,000 maximum benefit for loss of life

#### **COVERAGE**

All Students School time Activities Pre-K-12, All Interscholastic Sports including Football Coverage - Coverage and Limitations stated for Hospital and Professional Services for Catastrophic option chosen by the School apply. All provisions in this Policy apply to this coverage.

**Field Trip Coverage -** Coverage and Limitations stated for Hospital and Professional Services for Mandatory Plan 4 (BSC 867) apply. The maximum amount payable per covered Injury is \$5,000,000. All provisions in this Policy apply to this coverage.

#### **DEFINITIONS**

Key terms used in this Policy are defined below. They are capitalized wherever they appear in this Policy.

**Accident** means a sudden, unexpected and unforeseen, identifiable event producing at the time objective symptoms of an Injury. The Accident must occur while the Insured is covered under this Policy.

**Average Gross Monthly Earnings** means the Insured's rate of pay per month as reported by his employer for work performed for the employer. Average Gross Monthly Earnings also include self-employment income.

**Counseling Services** means psychiatric/psychological counseling that is under the care, supervision, or direction of a professional counselor or Physician and essential to assist the Insured in coping with the Act of Violence.

Counseling Services must be:

- a) Arranged by the covered School;
- b) Provided to a living Insured due to an Act of Violence; and
- c) Received during the Benefit Period shown on the Schedule of Benefits.

Custodial Care means Medically Necessary services or treatment which, regardless of where provided:

- 1. Could be rendered safely by a person without medical skills; and
- 2. Provides a routine level of maintenance care designed mainly to help the patient with daily living activities, including (but not limited to):
  - a) personal care such as help in walking and getting in and out of bed; help with bathing; help with eating by spoon, tube or gastrostomy; exercising; dressing; enema and using the toilet;
  - b) homemaking such as preparing meals or special diets;
  - c) moving the patient;
  - d) acting as companion or sitter;
  - e) supervising medication which can usually be self-administered;
  - f) oral hygiene; and
  - g) ordinary skin and nail care; or
- 3. In the case of a Totally Disabled Insured, cannot be self-administered.

No benefits will be paid for Custodial Care services or treatment which is provided by a member of the Insured's Immediate Family or by an individual who resides with the Insured, unless specifically agreed to by the Company. Custodial Care does not include Home Health Care services or treatment.

Custodial Care Expense means the Reasonable and Customary charges for Medically Necessary Custodial Care services or treatment.

**Deductible** means the Reasonable Expenses that are Medically Necessary that are incurred by an Insured, which must be paid, before the Company pays any benefits under the Hospital and Professional Services Benefits provision.

**Dental Expense** means the Reasonable Expense for Medically Necessary repair or replacement of teeth due to an Accident.

#### **Emergency** means:

- A situation which requires hospitalization or medical care for an Injury caused by the sudden, unexpected onset
  of a medical condition with acute symptoms of sufficient severity and pain to require immediate medical care;
  and
- 2. In the absence of which one could reasonably expect that one or more of the following would occur:
  - (a) The Insured's health would be placed in serious jeopardy.
  - (b) There would be serious impairment of the Insured's bodily functions.
  - (c) There would be serious dysfunction of any of the Insured's bodily organs or parts.

**Extended Care Facility** means an institution operating pursuant to applicable state law which is engaged in providing, for a fee, skilled nursing care and related services and Physical Therapy services under the supervision of a Physician and registered nurses, to persons convalescing from illness or Injury. It must have facilities for ten (10) or more inpatients and maintain clerical records on all of its patients. To qualify as a Medical Expense under this Policy, the Insured's confinement in an Extended Care Facility must:

- 1. Start within five (5) days after the Insured has been continuously confined for at least five (5) days in a Hospital as a result of a covered Accident;
- 2. Be for treatment of the Injuries resulting from such covered Accident;
- 3. Be one during which a Physician's visits the Insured at least once every thirty (30) days;
- 4. Be certified to be Medically Necessary by the attending Physician; and
- 5. Not be for routine Custodial Care.

**Family Counseling** means psychiatric/psychological counseling of the Immediate Family rendered by a certified or licensed psychiatrist or psychologist.

Free - Standing Ambulatory Surgical Facility means any public or private establishment which:

- 1. Has an organized medical staff;
- 2. Has permanent facilities that are equipped and operated mainly for the purpose of performing surgical procedures;
- 3. Provides continuous services of Physicians and registered nurses, whenever a patient is in the facility; and
- 4. Does not provide services or other accommodations for patients to stay overnight.

Home Health Care means nursing care and treatment, to an Insured in their home, which is part of an overall extended treatment plan and; (a) is required for progressive and positive improvement of the Insured's medical condition; or (b) is necessary to provide care and treatment that cannot be self-administered for a Totally Disabled Insured. To qualify for Home Health Care:

- The plan must be established and approved in writing by the attending Physician, including certification in writing by the attending Physician that confinement in a Hospital or Extended Care Facility would be required in the absence of Home Health Care; and
- 2. Nursing care and treatment must be provided by a Hospital certified to provide Home Health Care services or by a certified Home Health Care agency; and
- 3. Home Health Care services must commence within seven (7) days of discharge from a Hospital or Extended Care Facility or Rehabilitation Facility and be preceded by a Hospital or Extended Care Facility or Rehabilitation Facility confinement of five (5) days or more.

Home physical, speech, and occupational therapies will be covered when initiated in conjunction with discharge placement through a Rehabilitation Facility and approved by the attending Physician.

No benefits will be paid for Home Health Care services which are provided by a member of the Insured's Immediate Family or by an individual who resides with the Insured, unless specifically agreed to by the Company. Home Health Care does not include Custodial Care Expense.

Hospital means an institution that meets all of the following:

- It is licensed as a Hospital pursuant to applicable law;
- 2. It is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
- 3. It is managed under the supervision of a staff of medical doctors;
- 4. It provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
- 5. It has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis; and
- It charges for its services.

Hospital also means a psychiatric hospital as defined by Medicare. It must be eligible to receive payments under Medicare.

A Hospital is mainly not a place for rest, a place for the aged, a place for the treatment of drug addicts or alcoholics, or a nursing home.

Immediate Family means a person who is related to the Insured in any of the following ways: spouse, brother-in-law, sister-in-law, daughter –in-law, son-in-law, mother in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild).

**Injury** means bodily injury caused by an Accident. The Injury must occur while this Policy is in force and while the Insured is covered under this Policy. The Injury must be sustained as stated on the face page of this Policy, except where specifically stated otherwise in this Policy.

Inpatient means a person confined in a Hospital and charged room and board.

**Insured** means any person, attending a School, for whom insurance is in force under this Policy and when due, the required premium has been paid for. A person's insurance takes effect and terminates as stated in the Policy Effective Date and Policy Termination Date provision.

**Loss** means Medical Expense incurred as a result of a covered Injury. With the respect to the Accidental Death, Dismemberment, or Loss of Sight provision, Loss means loss of life, loss of hand, foot or sight, as described in that provision.

Medical Expense means the Reasonable Expense charged:

- 1. Of a professional ambulance service for Medically Necessary transportation to and from a Hospital;
- 2. Of a Physician for Medically Necessary care and treatment;
- 3. Of a Hospital for Medically Necessary inpatient services, including room and board (not exceeding the semi-private room rate for each day of confinement unless a private room is Medically Necessary);
- 4. For Medically Necessary hospital inpatient services and supplies, including intensive care services, and daily Hospital charges for personal Hospital services (including television, radio, telephone, barber, and beauty services to a maximum payment as shown in the Schedule of Benefits):
- 5. For Medically Necessary out-patient and emergency room care and treatment;
- For confinement in an Extended Care Facility;
- 7. For Home Health Care; and
- 8. For medical or surgical services, prescription drugs, and other medical supplies commonly used for therapeutic or diagnostic services, which are Medically Necessary and prescribed by a Physician operating within the scope of his or her license.

Medically Necessary means medical and dental treatment which:

- Are essential for diagnosis, treatment or care of the Injury or Accident for which it is prescribed or performed;
- 2. Meets generally accepted standards of medical practice; and
- 3. Are ordered by a Physician and performed under his or her care, supervision or order.

Other Plan means any other valid and collectible insurance or self-funded plan such as: individual and family type insurance coverage; group, blanket or franchise insurance, group hospital, medical service, pre-payment, trustee, Union Welfare; Blue-Cross, Blue Shield, group practice or other pre-payment coverage; labor-management plans, or employee benefit organization plans; self-funded ERISA plan, Workers' Compensation Law, Occupational Disease Law or any similar legislation; Medicare; or "No-Fault" auto legislation, where applicable.

**Outpatient** means an Insured receiving care from a Physician, a Hospital or a Free Standing Ambulatory Surgical Facility but who is not undergoing confinement and is not charged room and board.

**Partial Disability** or **Partially Disabled** means the inability of the Insured who was engaged in an occupation before he became Totally Disabled, to perform all of the material duties of that occupation and to earn more than the maximum monthly earnings shown in the Schedule of Benefits.

**Physical Therapy** means any form of physical therapy, whether by machine or hand, by use of exercise, manipulation, massage, adjustment, heat or cold, air, light, water, electricity or sound.

**Physician** means a currently licensed practitioner of the healing arts performing within the scope of a license which is issued under the laws of the state of practice. It does not include the Insured or his/her Immediate Family. The exclusion of Immediate Family does not apply in those areas in which the Immediate Family member is the only Physician in the area and acting within the scope of their normal employment.

**Reasonable Expense** means the average amount charged by most providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided. Such services and supplies must be recommended and approved by a Physician.

Rehabilitation Facility means a legally operating institution or part of an institution which has a transfer agreement with one or more Hospitals and which is primarily engaged in providing comprehensive multidisciplinary physical rehabilitative services or rehabilitation inpatient care and is duly licensed by the appropriate government agency to provide such services. It does not include institutions which provide only minimal care, Custodial Care, care for the terminally ill, or part-time care services; nor an institution which primarily provides treatment for mental disorders, chemical dependency, or tuberculosis, except if such facility is licensed, certified, or approved as a Rehabilitation Facility for the treatment of medical conditions, drug addictions, or alcoholism in the jurisdiction where it is located. Such facility is required to be accredited by the Joint Commission on Accreditation of Healthcare Organizations, or the Commission on Accreditation of Rehabilitation Facilities.

**Regularly Scheduled Activity** means the following School functions which are organized and scheduled solely by the School on or off School premises:

- 1. An activity which is under sole direct supervision of qualified School authorities; and
- 2. School sponsored and supervised travel to and from such an activity.

Residence means the home or land on which the Insured's home is located.

Severance means the complete separation and dismemberment of the part from the body.

School means the Policyholder named on the face page of this Policy.

**School Property** means the physical location of the covered School or the location of an activity or event approved by the covered School.

**Surgical Expense** means expense incurred for (1) a Surgical Procedure; (2) preoperative Medically Necessary treatment in connection with such procedure; and (3) usual postoperative treatment.

**Surgical Procedure** means (1) a cutting procedure; (2) suturing a wound; (3) treatment of a fracture; (4) reduction of a dislocation; (5) electrocauterization; (6) diagnostic and therapeutic endoscopic procedures; and (7) an operation by means of laser beam.

Total Disability or Totally Disabled means the Insured has suffered permanent loss of one or more of:

- 1. Speech;
- Hearing in both ears;
- 3. Sight in both eyes;
- 4. Use of both arms;
- 5. Use of both legs;
- 6. Use of one arm and one leg; or
- Motor or cognitive function resulting from brain stem or other neurological injury; and that permanent loss results in Insured's inability to:
  - a) Perform activities of daily living including eating, transferring, dressing, toileting, bathing, and continence without human supervision or assistance; or
  - b) Perform each and every duty of his occupation during the Initial Benefit Period; or
  - c) Perform each and every duty of any business or occupation for which he is reasonably fitted by education, training or experience, during the subsequent Benefit Period.

#### POLICY EFFECTIVE DATE AND POLICY TERMINATION DATE

The insurance of each School or Insured who enrolls for insurance on or before the Policy Effective Date takes effect on the Policy Effective Date, provided the required premium has been paid. Insurance of any School or Insured enrolling for insurance after the Policy Effective Date takes effect on the date of application and the Company's receipt of the required premium.

The insurance of each School or Insured shall terminate on the earliest of: (1) the end of the period for which premium has been paid unless the renewal premium has been received by the Company or its authorized agent prior to or within 30 days of the next period of coverage; (2) the Policy Termination Date.

#### **EXCLUSIONS**

No Benefits are payable for Hospital and Professional Services for the following:

- 1. Injuries which are not caused by an Accident.
- 2. Treatment for hernia, all types, regardless of cause, Osgood Schlatter's disease, or osteochondritis.
- Injury sustained as a result of operating, riding in or upon, or alighting from a two-, three-, or four-wheeled recreational motor vehicle or snowmobile.
- 5. Injury sustained as a result of practice or play in interscholastic tackle football and/or sports, unless the premium required under the Football and/or Sports Coverage provision has been paid.
- Any expense for which benefits are payable under a Catastrophic Accident Insurance Program of the State Interscholastic Activities Association.
- 7. Treatment performed by a person retained by the School.
- 8. Injury caused by war or acts of war; suicide or intentionally self-inflicted Injury, while sane or insane; violating or attempting to violate the law; the taking part in any illegal occupation; fighting or brawling except in self-defense; or while under the influence of alcohol or drugs caused in the commission of a felony.

- Medical expenses for which benefits are paid under any (a) Workers' Compensation act; or (b) mandatory nofault automobile insurance contract; or similar legislation.
- 10. Expense incurred for treatment of temporomandibular joint dysfunction and associated myofascial pain.
- 11. Expenses incurred for experimental or investigational treatment or procedures.

#### **HOSPITAL AND PROFESSIONAL SERVICES BENEFITS**

The Company will pay Reasonable Expenses incurred for a covered Injury. The Injury must be treated within the number of days stated in the Schedule of Benefits. Services must be given: (1) by a Physician; (2) for Medically Necessary treatment; and (3) within the time limit stated in the Schedule of Benefits. Benefits are paid to the maximum stated in the Schedule of Benefits for any one Injury for Reasonable Expenses which are in excess of the Deductible. Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

#### ACCIDENTAL DEATH, DISMEMBERMENT, OR LOSS OF SIGHT BENEFIT

When a covered Injury results in any of the Losses to the Insured which are stated in the Schedule of Benefits for Accidental Death, Dismemberment, or Loss of Sight, then the Company will pay the benefit stated in the schedule for that Loss. The Loss must be sustained within 365 days after the date of the Accident.

The maximum benefit payable under this provision is stated in the **Schedule of Benefits** under **Maximums and Benefit Period**:

Life

Both Hands or Both Feet or Sight of Both Eyes

Loss of One Hand and One Foot

Loss of One Hand and Entire Sight of One Eye

Loss of One Foot and Entire Sight of One Eye

Loss of One Hand or Foot

Loss of Sight in One Eye

Loss of Thumb and Index Finger of the Same Hand

Half of the maximum benefit will be paid for the Loss of one Hand, one Foot or the Sight of one eye,

Loss of Hand or Foot means the complete Severance through or above the wrist or ankle joint. Loss of Sight means the total, permanent Loss of Sight in One Eye. The Loss of Sight must be irrecoverable by natural, surgical or artificial means. Loss of Thumb and Index Finger of the Same Hand means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

If the Insured suffers more than one of the above covered losses as a result of the same Accident the total amount the Company will pay is the maximum benefit.

Benefits paid under this provision will be paid in addition to any other benefits provided by this Policy.

Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

#### FIELD TRIP COVERAGE

This coverage applies to students of the School who are participating in field trips. The field trips must be sponsored and directly supervised by the School. The maximum amount payable per covered Injury is stated on page 4, **Other Coverages**, **Field Trip Coverage**. Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

There is no additional premium charged for this coverage.

Premium for coverage for overnight field trips of 7 or more consecutive nights has been included in the per student rates.

#### HEART OR CIRCULATORY MALFUNCTION BENEFIT

The Company will pay the benefit amount shown in the Schedule of Benefits, subject to all applicable conditions and Exclusions, if an Insured suffers a sudden heart or circulatory malfunction, that results in death or Injury, and

the first symptoms of the malfunction are medically diagnosed while the Insured is covered under this Policy and within 72 hours of a Regularly Scheduled Activity.

**Exclusions** The benefits will not be payable if in the past 3 years, the Insured was medically diagnosed as having treatment, received any medication unless the condition for which the prescribed medication is taken remains controlled without any change in the required prescription or received treatment for:

- 1. a heart or circulatory malfunction;
- 2. hypertension, angina, cerebral vascular incident or other heart or circulatory condition

Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

#### **GENERAL PROVISIONS**

**Premium Payment:** The initial premium is due on the Policy Effective Date unless the Policyholder and the Company agree to another mode of premium payment. Premiums are paid at the Company's home office or to the Company's authorized agent. If any premium is not paid when due, this Policy will be cancelled as of the premium due date of the unpaid premium, except as provided in any applicable Grace Period section.

**Grace Period:** A grace period of 31 days will be provided for the payment of any premium due after the first. During the grace period, the Policy shall continue in force, unless the Policyholder, has given written notice of discontinuance in advance of the premium due date and in accordance with the terms of this Policy. If the required premium is not paid during the grace period, coverage will terminate on the last day of the grace period. The Policyholder will be liable for the payment of a pro rata premium for the time the Policy was in force during the grace period.

**Reinstatement:** This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are written application of the Policyholder satisfactory to the Company and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid.

**Cancellation:** If the Company decides to cancel this Policy, written notice will be given to the Policyholder at least 60 days before the date this Policy is to be canceled. If the Company cancels, the earned premium will be computed pro rata and the unearned portion promptly returned.

If the Policyholder cancels this Policy, cancellation becomes effective on the later of the date the Company receives the written notice or the date stated on the written notice. Any unearned premium paid by the Policyholder will be returned immediately; or the Policyholder will immediately pay any earned premium that has not been paid. Earned premium will be computed pro rata.

**Policy Administration:** The Policyholder will furnish all information which the Company may reasonably require with regard to any matters pertaining to this Policy. All documents, books and records which may have a bearing on this Policy will be opened for inspection by the Company at all reasonable times while this Policy is in force and until the final determination of all rights and obligations under this Policy.

Clerical error (whether by the Policyholder or by the Company), in keeping any records pertaining to the insurance will not invalidate insurance otherwise validly in force, or continue insurance otherwise validly terminated. Upon discovery of such error or delay, an equitable adjustment of premiums will be made.

If any relevant facts pertaining to any Insured's insurance shall be found to have been misstated, an equitable adjustment of the premiums will be made. If such misstatement affects the existence of the amount of insurance, the facts shall be used in determining whether insurance is in force under the terms of this Policy and in what amount.

In connection with the administration of this Policy, the Policyholder shall act as not to discriminate unfairly between individuals in similar situations at the time of such action.

In connection with the administration of this Policy, The Company shall be entitled to rely upon any action of the Policyholder without being obliged to inquire into the circumstances.

**Entire Contract:** This Policy, and any attached papers make up the entire contract between the Policyholder and the Company. In the absence of fraud, all statements made by the Policyholder or any Insured will be considered representations and not warranties. No written statement made by an Insured will be used in any contest unless a copy of the statement is furnished to the Insured or, in the event of the death or incapacity of the Insured, to their beneficiary or personal representative.

No change in this Policy will be valid until approved by one of the Company's executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions. If an enrollment form for an Insured is required, it may also be made a part of this Policy at the Company's option.

#### **PAYMENT OF BENEFITS**

**Time Limit of Certain Defenses:** No misstatements, except fraudulent misstatements made by an Insured in the application, if any, shall be used to void this Policy or to deny a claim for loss incurred with respect to such Insured after the insurance has been in force for two years.

**Statements by Insured:** A copy of the application, if any, of each Insured shall be attached to this Policy when issued. No statement made by an Insured shall void the insurance or reduce benefits unless contained in a written instrument signed by the Insured. All such statements shall be considered representations and not warranties.

**Notice of Claim:** Written notice of claim must be given to the Company within 60 days after the occurrence or commencement of the Insured's covered Loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company with information sufficient to identify the Insured, is deemed notice to the Company.

Claim Forms: The Company will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within 15 days after the Company received notice of claim, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in this Policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The notice should include the Insured name, the Policyholder's name and the Policy Number.

**Proofs of Loss**: Written proof of loss must be furnished to the Company within 90 days after the date of the covered Loss. If the Loss is one for which the Policy requires continuing eligibility for periodic payments, subsequent written proofs of eligibility must be furnished as such intervals as my reasonably be required. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to furnish 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 claimant, later than one year from the time proof is otherwise required.

Time of Payment of Claims: Benefits payable under the Policy for any Loss, other than Loss for which the Policy provides any periodic payment, will be paid immediately upon receipt of written proof of such Loss. Subject to the Company's receipt of written proof of such Loss, all accrued benefits for Loss for which the Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which the Company is liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof

Payment of Claims: All or a portion of any benefits provided by this Policy on account of hospital, nursing, surgical or other medical service may, and unless the Insured requests otherwise in writing not later than the time for filing proof of such Loss, be paid directly to the hospital or person rendering such services. Accidental Death, Dismemberment, Loss of Sight, Speech or Hearing Benefits (if applicable) are paid to the Insured, or if not living, to the beneficiary.

**Physical Examination and Autopsy:** At the Company's expense, the Company may have a claimant examined by a Physician as often as the Company deems necessary while a claim is pending. The Company also has the right to have an autopsy performed unless forbidden by law.

**Legal Actions:** No action at law or in equity will be brought to recover benefits under this Policy less than 60 days after satisfactory proof of loss has been furnished as required by this Policy. No such action will be brought after expiry of the applicable statute of limitations from the time proof of loss is required to be furnished under this Policy.

**Subrogation:** The Company has the right to recover all payments including future payments, which the Company has made, or will be obligated to pay in the future, to the Insured from anyone liable for the covered Loss. If the Insured recovers from anyone liable for the covered Loss, the Company will be reimbursed first from such recovery to the extent of the Company's payments to the Insured.

**Conformity with State Statutes:** Any provision in this Policy that is in conflict with the requirements of any state or federal law that apply to this Policy are automatically changed to satisfy the minimum requirements of such laws.

IN WITNESS WHEREOF, GERBER LIFE INSURANCE COMPANY has caused this Policy to be signed by its President at White Plains, New York

# SUPPORT STAFF SALARY SCHEDULE Huron School District #2-2 Bus Driver Hiring Schedule 2018-2019

#### **BUSES**

25 miles or less per day	90.23
26 to 50 miles per day	92.44
51 to 80 miles per day	99.99
81 to 85 miles per day	101.23
86 to 90 miles per day	102.60
91 to 95 miles per day	103.98
96 to 100 miles per day	105.16
101 to 105 miles per day	106.08
106 to 110 miles per day	109.02
111 to 115 miles per day	111.64
116 to 120 miles per day	114.07
121 to 125 miles per day	116.88
126 to 130 miles per day	119.68
131 to 135 miles per day	122.53
136 to 140 miles per day	125.53
141 to 145 miles per day	128.35
146 to 150 miles per day	131.16
151 to 155 miles per day	133.97

#### **EXPERIENCE RATING**

After 1 full year driving	\$ .95 a day extra
After 2 full years driving	\$ 1.20 a day extra
After 3 full years driving	\$ 1.60 a day extra
After 4 full years driving	\$ 2.00 a day extra
After 5 full years driving	\$ 2.30 a day extra
After 10 full years driving	\$ 2.75 a day extra

Wages for each route will be paid according to the above scale after the daily average mileage has been established by the transportation supervisor for each route, which will normally be prior to the first pay period. In case of a question regarding the daily average mileage, route will be run by the bus transportation supervisor, along with the route driver, will review the GPS path report from Zonar. The daily average mileage arrived at by the transportation supervisor during this review will be judged the correct mileage for the route. Any route changes made by the school administration will be charged according to scale. The daily average mileage for each route will be reviewed for any changes, and adjusted accordingly, on a quarterly basis each school year.

Wages are to be paid only for days driven. We do not pay for vacation periods or days when school is not in session.

Pay scale is a daily rate so we will not pay extra for minor breakdown, bad weather, or other delays.

Extra pay will be allowed if driver is required by the school administration to make an extra run during the day, such as for conferences field trips and class activities.

Rates of pay will be established each year based on the daily average mileage for each established route. We have no salary guarantees from one year to the next. Experience rating is the only carryover.

Drivers for activity trips will be chosen from those who volunteer for such service and who we feel are fully qualified for this duty. Pay will be on an hourly basis of \$25.00 per hour.

Substitute drivers will be paid \$25.00 per hour or the applicable daily rate of pay from the route salary schedule if traveling in the country subbing for an out of town route.

If buses or vans are stored at a driver's residence, we will allow the following for electrical tank heaters:

- \$ 75.00 per year for 1000 watt heaters
- \$100.00 per year for 1500 watt heaters
- \$125.00 per year for 2500 watt heaters

This allowance will be paid in February.

#### Hiring Bonuses – Authorized Beginning August 18, 2014

A \$1,000 signing bonus will be paid to route drivers with \$500 being paid when they start and \$500 being paid at the end of the school year if they work the entire year. The route driver signing bonus lifetime limit is \$1,000 per person.

A \$500 signing bonus will be paid to substitute drivers with \$250 being paid when they start and \$250 being paid at the end of the school year if they work the entire year. The substitute driver signing bonus lifetime limit is \$500 per person.

Revised 8-18-2014 Board approved for 2018-19 on June 11, 2018

> Revised 5-08-2019 Revised 5-08-2019



#### Policies and Regulations

Code:
GDBA-1(N) Support Staff Hiring
Schedules
Custodial Staff

.90 increase (\$1.00 x 90%) .15 steps (Salaries based on hourly rate \* 2080)

Support Staff Hiring Schedules Custodial Staff 2019-2020 GDBA-1 (N) May 28, 2019

Step	Custodian	Elementary Custodian	Arena Custodian	MS/HS Custodian Forman	Grounds Personnel	Maintenance Personnel	
0	\$37,845	\$38,193	\$39,000	\$39,461	\$39,461	\$41,771	
1	\$38,167	\$38,515	\$39,322	\$39,784	\$39,784	\$42,094	
2	\$38,489	\$38,837	\$39,644	\$40,106	\$40,106	\$42,416	
3	\$38,812	\$39,160	\$39,966	\$40,428	\$40,428	\$42,738	
4	\$39,134	\$39,482	\$40,289	\$40,751	\$40,751	\$43,061	
5	\$39,456	\$39,804	\$40,611	\$41,073	\$41,073	\$43,383	

(Note: The hiring raise for 2019-20 is \$1.00 per hour)

The hiring schedule increased by 90% of the employee raise - \$.90 per hour

NIGHT DUTY ALLOWANCE - \$80.00 extra for the 9 months school is in session.

All positions shall be a 40-hour a week position.

Hours per day may be varied according to district needs during the regular school term and summer months. Departure from the normal hours, five days per week schedule must be approved by the superintendent's office or supervisor.

The superintendent must approve all hiring and wage requests. All new custodians hired, will enter employment with the Huron School District at the (zero) step, unless granted credit not to exceed five steps. The new custodian may earn steps for experience (responsibility determined to be similar). New custodians will be allowed to earn one additional step per year (after raise has been factored) until they have earned five (\$.15) steps on the hiring schedule. Custodians granted steps at hiring are limited to the same five total steps that can be earned before their salary is "locked in" and becomes only eligible for cost of living raises.

Normal annual increments may be withheld from the employee for unsatisfactory performance upon the recommendation by the immediate supervising administrator and by the superintendent of schools and the board of education. Removal of the unsatisfactory recommendation for the following year shall mean a normal annual increase in salary. However, employee shall not pick up the lost salary.

The hiring schedule shall be advanced each year by no more than 90% of the average annual increment received by employees whose salary is based on this schedule.

#### Policies and Regulations

Code: GDBA-2(N) Support Staff Hiring Schedules Full-Time Personnel Staff

.90 increase (\$1.00 x 90%) .15 steps

Full-Time Personnel Staff (Salaries based on hourly rate \* 2080) 2019-2020

GDBA-2(N) May 28, 2019

Step	Division I Office Personnel	Division II Central Delivery	Division I Technical Assistant	Division III Technician
0	\$35,730	\$37,461	\$35,730	\$39,958
1	\$36,052	\$37,784	\$36,052	\$40,281
2	\$36,375	\$38,106	\$36,375	\$40,603
3	\$36,697	\$38,428	\$36,697	\$40,925
4	\$37,019	\$38,751	\$37,019	\$41,248
5	\$37,341	\$39,073	\$37,341	\$41,570

Support Staff Hiring Schedules

(NOTE: The hiring raise for 2019-20 is \$1.00 per hour) The hiring schedule increased by 90% of the employee raise - \$.90 per hour Column added for Technical Assistant and Technician

All positions shall be a 40-hour a week position, unless salary above \$47,500 per year.

Hours per day may be varied according to office needs during the regular school term and summer months. Departure from the normal 7:30 a.m. to 4:30 p.m., five days per week schedule must be approved by the superintendent's office or supervisor.

The superintendent must approve all hiring and wage requests. All new (Division I and II) full-time personnel hired. will enter employment with the Huron School District at the (zero) step, unless granted credit not to exceed five steps. The new employee may earn steps for experience (responsibility determined to be similar) and/or education (i.e. AA=1 step, BA=2 steps). Employees will be allowed to earn one additional step per year (after raise has been factored) until they have earned five (\$.15) steps on the hiring schedule. Employees granted steps at hiring are limited to the same five total steps that can be earned before their salary is "locked in" and becomes only eligible for cost of living raises.

Normal annual increments may be withheld from the employee for unsatisfactory performance upon the recommendation by the immediate supervising administrator and by the superintendent of schools and the board of education. Removal of the unsatisfactory recommendation for the following year shall mean a normal annual increase in salary. However, employee shall not pick up the lost salary.

The hiring schedule shall be advanced each year by no more than 90% of the average annual increment received by employees whose salary is based on this schedule.



#### Policies and Regulations

Code:
GDBA-3(N) Support Staff Hiring
Schedules
Para-Educators

.90 increase (\$1.00 x 90%) .15 steps

Support Staff Hiring Schedules
Para-Educators
2019-2020

GDBA-3 (N) May 28, 2019

Step	Licensed SLPA/ PTA/OTA	Class AAA	Class AA	Class A	Class A1	Class B	
0	\$21.56	\$15.79	\$15.62	\$14.88	\$14.88	\$14.40	
1	\$21.72	\$15.94	\$15.78	\$15.03	\$15.03	\$14.56	
2	\$21.87	\$16.10	\$15.93	\$15.19	\$15.19	\$14.71	
3	\$22.03	\$16.25	\$16.09	\$15.34	\$15.34	\$14.87	
4 \$22.18		\$16.41	\$16.24	\$15.50	\$15.50	\$15.02	
5	\$22.34	\$16.56	\$16.40	\$15.65	\$15.65	\$15.18	

#### LICENSED SLPA/PTA/OTA

One who assists licensed therapists with treatment plans in educational settings.

#### CLASS 'AAA'

One who spends the majority of his/her time working as an office secretary in the elementary or middle school building administrator's office, or in the business office on less than 260-day position.

#### CLASS 'AA'

One who spends the majority of his/her time working as a secretary in the counselor's office.

#### CLASS 'A'

One who spends the majority of his/her time working with students in a tutorial process.

#### CLASS 'A1'

One who spends the majority of his/her time performing library clerical duties and instructing students in library and computer searches.

#### CLASS 'B'

One who spends the majority of his/her time supervising playground, lunchroom, etc.

The superintendent must approve all hiring and wage requests. All new para educators hired, will enter employment with the Huron School District at the (zero) step, unless granted credit not to exceed five steps. The para educator may earn steps for experience (responsibility determined to be similar). New para educator will be allowed to earn one additional step per year (after raise has been factored) until they have earned five (\$.15) steps on the hiring schedule. Para educators granted steps at hiring are limited to the same five total steps that can be earned before their salary is "locked in" and becomes only eligible for cost of living raises.

Normal annual increments may be withheld from the employee for unsatisfactory performance upon the recommendation by the immediate supervising administrator and by the superintendent of schools and the board of education. Removal of the unsatisfactory recommendation for the following year shall mean a normal annual increase in salary. However, employee shall not pick up the lost salary.

This hiring schedule shall be advanced each year by no more than 90% of the average annual increment received by employees whose salary is based on this schedule.

<u>PAID HOLIDAYS – LICENSED SLPA/PTA/OTA - Class II (9-month classified employees)</u> – Veterans' Day, Thanksgiving, Thanksgiving Friday, Christmas Eve, Christmas Day, New Year's Day, Presidents Day, and Good Friday.

<u>PAID HOLIDAYS/Class II/AAA (10-month)</u> – Labor Day, Veterans' Day, Thanksgiving, Thanksgiving Friday, Christmas Eve, Christmas Day, New Year's Day, Presidents' Day, and Good Friday.



#### Policies and Regulations

Code:
GDBA-5(N) Support Staff Hiring
Schedules
Food Service

.90 increase (\$1.00 x 90%) .15 steps

Support Staff Hiring Schedules Food Service 2019-2020 GDBA-5 (N) May 28, 2019

STEP	LEVEL I	LEVEL II	LEVEL III	LEVEL III B	LEVEL IV A	LEVEL IV B	
0	\$14.09	\$14.35	\$14.86	\$15.12	\$15.58	\$15.93	
1	\$14.25	\$14.51	\$15.01	\$15.27	\$15.73	\$16.09	
2	\$14.40	\$14.66	\$15.17	\$15.42	\$15.89	\$16.24	
3	\$14.56	\$14.82	\$15.32	\$15.58	\$16.04	\$16.40	
4	\$14.71	\$14.97	\$15.48	\$15.73	\$16.20	\$16.55	
5	\$14.87	\$15.13	\$15.63	\$15.89	\$16.35	\$16.71	

The superintendent must approve all hiring and wage requests. All new Food Service Personnel hired, will enter employment with the Huron School District at the (zero) step, unless granted credit not to exceed five steps. The new Food Service employee may earn steps for experience (responsibility determined to be similar). New Food Service Personnel will be allowed to earn one additional step per year (after raise has been factored) until they have earned five (\$.15) steps on the hiring schedule. Food Service Personnel granted steps at hiring are limited to the same five total steps that can be earned before their salary is "locked in" and becomes only eligible for cost of living raises.

Those food service employees who have been nationally certified and kept their national certification for a period of three years or more will be given a \$ .15 per hour salary increase. If an employee fails to keep up his/her national certification, he/she will lose the increment and will have to complete another three years to earn it back.

Normal annual increments may be withheld from the employee for unsatisfactory performance upon the recommendation by the immediate supervising administrator and by the superintendent of schools and the board of education. Removal of the unsatisfactory recommendation for the following year shall mean a normal annual increase in salary. However, employee shall not pick up the lost salary.

The hiring schedule shall be advanced each year by no more than 90% of the average annual increment received by employees whose salary is based on this schedule.

#### PAID HOLIDAYS:

CLASS II (9-month classified employees) Veterans' Day, Thanksgiving, Thanksgiving Friday, Christmas Eve, Christmas Day, New Year's Day, Presidents Day, Good Friday



#### Policies and Regulations

#### Code: GDBC-1(N) Support Staff Fringe Benefits – Insurance

## Support Staff Fringe Benefits – Insurance 2019-2020

#### Health Insurance - Class I

The Board of Education participates in a group insurance plan covering hospital, surgical, and medical costs. For each Class I employee, the school district will pay \$653.40 per month (90%) for a single premium and the employee will pay \$72.60 per month (10%). The school district will pay \$870.60 per month (60%) for an employee + spouse premium and the employee will pay \$580.40 per month (40%). The school district will pay \$1,087.80 per month (60%) for a family premium and the employee will pay \$725.20 per month (40%). The school district will pay \$787.80 per month (60%) for an employee + dependents premium and the employee will pay \$525.20 per month (40%).

#### Health Insurance - Class II

#### > 6-8 Hours Per Day

The Board of Education participates in a group insurance plan covering hospital, surgical, and medical costs. For each Class II employee who is employed for at least 6-8 hours per day, the school district will pay \$580.80 per month (80%) for a single premium and the employee will pay \$145.20 per month (20%). The school district will pay \$740.01 per month (51%) for an employee + spouse premium and the employee will pay \$710.99 per month (49%). The school district will pay \$669.63 per month (51%) for an employee + dependents premium and the employee will pay \$643.37 per month (49%). The school district will pay \$924.63 per month (51%) for a family premium and the employee will pay \$888.37 per month (49%).

#### > 4-6 Hours Per Day

The Board of Education participates in a group insurance plan covering hospital, surgical, and medical costs. For each Class II employee who is employed for at least 4-6 hours per day, the school district will pay \$399.30 per month (55%) for a single premium and the employee will pay \$326.70 per month (45%). The school district will pay \$570.82 per month (39.34%) for and employee + spouse premium and the employee will pay \$880.18 per month (60.66%). The school district will pay \$516.53 per month (39.34%) for an employee + dependents premium and the employee will pay \$796.47 per month (60.66%). The school district will pay \$713.23 per month (39.34%) for a family premium and the employee will pay \$1,099.77 per month (60.66%).

For Class I and Class II employees, if the district employs both spouses and both spouses qualify for the district's health insurance benefit, the school district will pay up to the qualifying contribution for family insurance for each spouse. Each spouse will pay 50% of the remaining premium balance or \$72.60 per month (10%), whichever is higher.

#### Health Insurance - Class III & IV

Do not qualify according to the master insurance policy.

#### <u>Dental Insurance – Class I</u>

The school district will pay the cost of a single premium on a group insurance plan covering dental costs for all Class I employees. The Class I employees are eligible to purchase family or two-party dental insurance at the employee's expense.

#### Term Life Insurance - Class I (Full-time Personnel)

The school district will pay the cost of a single premium or family premium on a term life insurance policy. The beneficiary amount of the policy shall be \$15,000 plus double indemnity coverage.

#### Term Life Insurance - Class II

The school district will pay the cost of a single premium or family premium on a term life insurance policy for those Class II employees who work 20 hours per week, 9 months per year.

There shall be an Employee Insurance Group Committee composed of five (5) teachers, one board member, one administrator, one secretary, and one custodian which shall make recommendations to the board of education relative to the group insurance carrier and coverage. Under no circumstances shall recommendations be made to the board of education to change group insurance carriers without competitive quotes having been made utilizing the school business manager's normal advertising procedure.



#### Policies and Regulations

Code: GDBD-9(N) Support Staff Leaves & Absences (Personal Leave Day)

# Support Staff Leaves & Absences (Personal Leave Day)

Classified personnel shall be granted two days of personal paid leave subject to the following conditions:

- a) The staff member must register with the activities director to work four events in a capacity assigned by the activities director's office.
- b) The class II classified employee shall submit his/her request for leave on a leave application form to their immediate supervisor for the supervisor's and superintendent's approval at least five (5) working days in advance of the anticipated absence. A copy of the leave form shall be filed with the immediate supervisor. In cases of an emergency, the employee shall make application as far in advance of the anticipated absence as is possible.
  - Short term leave may be granted prior to and following other vacations and holidays.
  - An applicant for leave under this policy need not state the reasons for which the leave is sought.
- c) Beginning with the 2019-2020 school year, class II classified employees will carry over for one year either or both of the two short-term leave days that have not been used. Carry-over days must be used in the following school year. Any class II classified employee who has not used the two days of his/her short term leave by the end of the following school year will be reimbursed for these days at the rate of \$120.00 per day. For employees working less than 8 hours per day, the \$120.00 will be prorated based on the employees regularly scheduled hours. An employee leaving the district will be paid for his/her unused short-term leave days at the conclusion of his/her final year of employment.
- d) If the employee works 4 to 6 hours per day, the employee will work two events for two days off.
- e) If the employee works over 6 hours per day, working four events will result in two days off.
- f) If the employee works less than 4 hours per day, he/she is not eligible for short term leave.
- g) Each staff member may work additional events/activities and receive pay for those in the amount of \$25 per event/activity. (Staff member must fulfill the short term leave requirement before working events for pay.)



#### Policies and Regulations

Code: GDE Part-Time / Substitute Support Staff Employment

# PART-TIME/SUBSTITUTE SUPPORT STAFF EMPLOYMENT Substitute Pay for Class I & Class II

Any employee who substitutes for another for an extended length of time, after the first five consecutive working days of the extended length of time, shall receive an increased rate of pay for the remainder of the absence, as defined by the guidelines set forth in the substitute wage letter. (See attached.)



#### Policies and Regulations

Code: GDE Part-Time / Substitute Support Staff Employment

### Substitute Classified Wages 2019-2020

Substitute para-educators will be paid on Experience Step 0 of the Para-Educator "Hiring" Schedule. The hourly rate of pay is as follows:

Licensed SLPA/PTA/OTA	\$21.56
Class AAA	\$15.79
Class AA	\$15.62
Class A	\$14.88
Class A1	\$14.88
Class B	\$14.40

Substitutes for food service workers will be hired on the Level II Experience Step 0 of the Food Service 'hiring' schedule. The hourly rate of pay is \$14.35 per hour for the 2019-2020 school year. Substitutes will receive the same wage increase as regular food service employees in subsequent years of employment.

Substitute full-time personnel working in place of full-time personnel covered under the negotiated policy will be placed on Step 0 of the Full-Time Personnel "hiring" schedule. The hourly rate of pay is as follows:

Division I/Office Personnel	\$17.18
Division II/Central Delivery	\$18.01

All non-supervisory substitute custodians will be paid \$15.00 per hour.

Supervisory substitute custodians will be paid \$15.50 per hour.

Any classified personnel who currently works for the district and who substitutes for more than five consecutive days in another classified position in a higher pay category will receive a lateral move to the higher hourly pay category of the two, beginning on the sixth day.

# Other Hourly Wage Rates for 2019-2020 Board Agenda May 28, 2019

2019-2020 Increase	\$14.36 \$0.36	511.84 \$0.30	\$11.48 \$0.29	511.84 \$0.30 School Board meetings and other High School Light and Sound Operations.	\$0.52			\$15.45 \$0.39	\$25.13 \$0.64		33.26 \$0.84 Up to 400 hours total for the year.	\$0.75						\$11.89 \$0.30	\$12.20 \$0.31	\$11.26 \$0.29	\$11.31 \$0.29	\$32.98 \$0.84	\$21.28 \$0.54
2018-2019 2019			\$11.19 \$										\$28.54			\$13.50			\$11.89			\$32.14 \$	\$20.74
	Summer help - Grounds	Student Custodian	Summer Computer Help	Student worker	Interpreter	Student Interpreter	Buildings/Grounds/Bus Maintenance	Bus Ride Rate	High School Gift Program Teachers	High School Gift Program Coordinator	21st Century Grant - Program Coordinator	21st Century Grant - Site Coordinators - Teachers in District	21st Century Grant - Site Coordinators - NOT Teachers in District	21st Century Grant - Leaders	21st Century Grant - Tutor	21st Century Grant - Door Person	Concessions Manager	Concessions Workers - Beginner	Concessions Workers - With Experience	Concessions Student Workers - Beginner	Concessions Student Workers - With Experience	Graduation Coach - Certified Teacher	Graduation Coach - Not a Certified Teacher

# The Rates Below are Set or Updated Through Negotiations and or Policy

\$0.00 Negotiated - Policy GDBA-4	\$0.00 Negotiated - Policy GDBA-4	\$0.00 Based on Negotiated Substitute Teacher Rate of \$120 per day for a 6 hour day.	\$0.90 Based on Step 0 of Class A Para-Educator Hiring Schedule	\$0.74 To begin May 2019 (Negotiated)	\$0.00 Negotiated - Policy IF	\$0.00 Negotiated - Policy GCL	\$0.00 This is policy GDE	\$0.00 This is policy GDE
\$25.00	\$25.00	\$20.00	\$14.88	\$29.14	\$17.14	\$20.00	\$15.00	\$15.50
\$25.00	\$25.00	\$20.00	\$13.98	\$28.40	\$17.14	\$20.00	\$15.00	\$15.50
Bus Driver Hourly	Substitute Bus Driver	Certified Tutor	Non-certified Tutor	Driver's Education Instructors	Curriculum Development	Staff Development	Substitute Custodian	Substitute Supervisory Custodian

# PROFESSIONAL STAFF LEAVES AND ABSENCES (Funeral Leave)

#### A) Funeral in Immediate Family

The immediate family will include father, mother, husband, wife, sons, daughters, stepfather, stepmother, stepsons, stepdaughters, all of these in-laws, and permanent members of the household.

Up to and including a total of five (5) days for any one death in any one year may be taken and charged to personal sick leave for death in the immediate family. Leave is not cumulative above five (5) days per death.

All leave for any given death must be taken within five (5) work days of the funeral of the immediate family member.

#### B) Funeral of other Family Members

Other family members will include brothers, stepbrothers, sisters, stepsisters, grandparents, grandchildren, aunts, uncles, nieces, nephews, great-grandchildren, and all these in-laws.

Up to and including a total of three (3) days for any one death in any one year may be taken and charged to personal sick leave for death of other family members. Leave is not cumulative above three (3) days per death.

All leave for any given death must be taken within three (3) work days of the funeral of the other family member.

#### C) Other Funerals

One day per year will be charged to personal sick leave for attendance at other funerals. Any additional days required will be covered under GCBD-8 (N) (Absence for Extraordinary Circumstances).

#### D) Exemption from Wellness Policy

A payroll deduction for funeral leave will not be attached to the wellness benefit.

4/09

Revised 06/19



22 May 2019

Mr. Kelly Christopherson Business Manager Huron School District 2-2 150 5th Street SW Huron, SD 57350

RE: 1849 Huron School District Improvements

Dear Kelly:

Based on review of the bids submitted for the Huron School District Improvements:

Koch Hazard Architects is recommending the School Board award a contract to Muth Electric of Huron, SD for the Auditorium Improvements for the following base bid:

Base Bid

\$370,245.00

Koch Hazard Architects is recommending the School Board award a contract to Innovative Office of Brookings, SD for the Gymnasium Improvements for the following base bid:

Base Bid

\$87,383.45

Should you have any questions please do not hesitate to call.

Sincerely,

KOCH HAZARD ARCHITECTS

Chris Brockevelt, Project Developer

Cc: Kathy Down, Koch Hazard

Jeffery Hazard, AIA, Koch Hazard

431 North Philips 200 Scient Falls SD 57104 1:505.336.3718 F:605.336.0438

W.kochhazard.com

HURON HIGH SCHOOL AUDITORIUM IMPROVEMENTS HURON MIDDLE SCHOOL GYMNASIUM IMPROVEMENTS HURON SCHOOL DISTRICT 2-2 HURON, SOUTH DAKOTA PROJECT 1849A, D

KOCH HAZARD ARCHITECTS 431 N. PHILIPS AVE. SUITE 200 SIOUX FALLS, SOUTH DAKOTA

> BID TAB May 16, 2019 10:00 A.M.

HURON AUDITORIUM/GYM IMPROVEMENTS CONTRACT

Innovative Office Brookings, SD	NO BID	\$87,383.45	NO BID	×	×
SPEC Athletic League City, TX	NO BID	\$98,709.72	NO BID	×	×
Muth Electric Huron, SD	\$370,245.00	NO BID	NO BID	×	×
CONTRACTOR	AUDITORIUM BASE BID	GYMNASIUM BASE BID	COMBINED	ADD. 1	BID SECURITY