

# Integrated Disability Management Program

- Short-Term Disability
- Workers' Compensation
- Long-Term Disability



## About This Handbook

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The FCPS Integrated Disability Management Program handbook contains comprehensive plan documents for Fairfax County Public Schools (FCPS) Short-Term Disability (STD) and Long-Term Disability (LTD) plans and an overview of the Workers' Compensation plan. It is intended to be a guide for employees and should be reviewed in conjunction with FCPS regulations and other benefit materials.

We encourage you to read this handbook and to visit the FCPS benefits website for the most current information. In the event of any conflict between official disability and leaves documents and contracts in this handbook, the official information will govern. FCPS reserves the right to modify and/or discontinue any of these plans.

## Contact Information

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### Liberty Mutual

#### Workers' Compensation Claims

P.O. Box 7170

Indianapolis, IN 46207

**1-800-524-0740 (To report a claim)**

1-800-404-9219 (Fax)

#### Short-Term and Long-Term Disability Claims

P.O. Box 1525

Dover, New Hampshire 03821-1525

**1-800-524-0740 (To report a claim)**

1-800-404-9219 (Fax)

To access your disability benefits, you should immediately notify your supervisor and call Liberty Mutual at 1-800-524-0740:

- On the fifth consecutive day of an absence
- If you have been absent for five days in a month for the same condition (nonconsecutive)
- If you are diagnosed with a serious personal illness
- If you have an injury or illness that occurred while working

### Department of Human Resources

#### FCPS, Office of Benefit Services-Disability and Leaves Unit

8115 Gatehouse Road

Falls Church, VA 22042

[www.fcps.edu/DHR/employees/benefits/index.htm](http://www.fcps.edu/DHR/employees/benefits/index.htm)

Short-Term Disability, Long-Term Disability, Leaves of Absence (LOA), and Family Medical Leave Act (FMLA): 571-423-3200, option 1; 571-423-5013 (fax)

Workers' Compensation: 571-423-3200, option 2; 571-423-5036 (Fax)

### Educational Employees' Supplementary Retirement System of Fairfax County (ERFC)

8001 Forbes Place Suite 300

Springfield, VA 22151

703-426-3900, 1-800-426-4208

703-426-3984 (Fax)

### Fairfax County Employees' Retirement System (FCERS)

10680 Main Street Suite 280

Fairfax, VA 22030

703-279-8200, 1-800-333-1633

703-273-3185 (Fax)

### Virginia Retirement System (VRS)

P.O. Box 2500, Richmond, VA 23218

1-888-827-3847

1-804-786-1500 (Fax)

### Virginia Workers' Compensation Commission (VWCC)

1000 DMV Drive, Richmond, VA 23220

1-877-664-2566

1-804-367-9740 (Fax)

### Social Security Administration

Contact your local SSA office for address

1-800-772-1213

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# Introduction to Integrated Disability Management (IDM)

Fairfax County Public Schools (FCPS) is dedicated to providing you one of the best Integrated Disability Management (IDM) programs in the country. If you are unable to work due to an illness or injury, we provide a number of benefit plans to help with salary continuation—including accumulated sick leave (and if applicable, accumulated annual leave), Short-Term Disability (STD), Long-Term Disability (LTD), and Workers' Compensation.

This handbook provides detailed information on the FCPS plans included in your FCPS Integrated Disability Management Program:

## **Short-Term Disability (STD)**

After an elimination period of 20 consecutive workdays, this plan replaces your income for up to five months if you are disabled.

## **Workers' Compensation**

After a 7 calendar day waiting period, this plan provides medical coverage and, if necessary, partial income replacement if you sustain a work-related injury or illness.

## **Long-Term Disability (LTD)**

If your disability lasts longer than six months and your LTD claim is approved, this plan replaces a portion of your pre-disability income.

Your disability plans also include use of accumulated sick leave. All employees who work in benefit-eligible positions earn sick leave based on the number of hours worked. The use of sick leave, even for the 20 consecutive workday elimination period for STD, is managed through your principal or program manager and the time and attendance system at your work location. You must keep your supervisor informed about your absence while you are away from work for a personal or work-related injury/illness.

You may also be eligible for leave under the Family and Medical Leave Act (FMLA), which entitles you to up to 12 weeks of leave during a 12-month period for a serious personal injury if you have been actively employed with FCPS for the previous 12 months. FMLA runs concurrently with your STD and/or Workers' Compensation absence and begins on your first day of absence from work.

Through the IDM Program, we have simplified the administration and coordination of the payment of benefits so that you can focus on getting well and returning to work. The disability reporting processes for each of these plans have been centralized under one program—the IDM Program—and are administered by Liberty Mutual. That means the procedures to follow to access benefits are easier than in the past. There are fewer steps to take, and Liberty Mutual will be more proactive in gathering the information needed for you to receive benefits in a timely manner.

For example, Liberty Mutual will request information directly from your doctor to help process your claim. Liberty Mutual will make every effort to gather information directly from your provider. This way you can concentrate on your recovery—and not on filing claims. At the same time, remember, it is ultimately your responsibility to make sure that Liberty Mutual has all the information needed.

For the first 20 consecutive workdays of short-term disability, you must use paid leave—your accumulated sick leave first then your accumulated annual leave—if it is available. You do not have to exhaust your paid leave before becoming eligible for STD benefits. If you do not have any accumulated leave available to receive pay, you will be placed on leave without pay status. After being absent for 20 consecutive workdays, you will be eligible for the FCPS STD plan benefits.

The Integrated Disability Management Program has several key advantages:

- Toll-free access to report your disability claim—1-800-524-0740
- Centralized administration to avoid delays in your benefit payments
- Care monitored by experienced professionals
- Coordination between you, your doctor, and FCPS to plan your safe return to work
- Coordination with the LTD plan if your disability exceeds six months



# Short-Term Disability Plan

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## Section 1: Short-Term Disability Certification

### Eligibility

You are eligible for benefits under this Plan if you are (a) in a class of eligible employees and (b) you have met the other requirements to participate.

1. You are eligible to participate in the Short-Term Disability (STD) plan if you are eligible to earn sick leave benefits as specified in Regulation 4819.
2. Your coverage is effective on the first of the month after your date of employment unless your first day of employment is the first day of the month, in which case your coverage is effective on the date of your employment. You must be an Active Employee on the day your coverage begins.
3. If you cease to be an employee and at a later time return to an active employee status, you shall be eligible to participate on the first day of the month after the date of your return to covered employment.

### Additional Conditions of Participation

In order to participate in the Plan, you shall agree to:

1. Comply with relevant School Board regulations and the terms of this Plan.
2. Notify Liberty Mutual on the fifth consecutive workday of an absence, the fifth day (nonconsecutive) of an absence in a month, or immediately if you are diagnosed with a serious illness, have sustained a serious injury, or if assistance is needed.
3. Consent to inquiries by any physician, medical facility, taxing authority, credit agency, or any other inquiry deemed appropriate by Liberty Mutual regarding your eligibility to participate in the Plan or to receive Disability Benefits.
4. Submit all required medical documents, reports, and claim forms requested by Liberty Mutual as required by this Plan.

### Failure to Report

Disability benefits will be denied if you file any claim with Liberty Mutual more than five workdays after the beginning of the Disability. You must file any claims on the fifth consecutive (workday) of absence, or the fifth day (nonconsecutive) of an absence over a 30-day period, or immediately upon diagnosis of a serious Disease, Illness, Incapacity, or Injury. Claims filed after the fifth day will be denied but may be appealed.

Neither retirees nor dependents of Eligible Employees are eligible to participate in this Plan.

### Effective Dates

This Plan became effective July 1, 1999. If you were eligible and an Active Employee on July 1, 1999, your coverage began on that date.

If your employment date is after July 1, 1999, the effective date of your coverage is the first of the month after your date of employment if you are eligible and an Active Employee on the first day of your employment. If your first day of employment is the first day of the month, and you are eligible and an Active Employee on that day, your coverage begins on that day.

### Identification Numbers

Your identification numbers are your Social Security number (SSN) and/or your FCPS employee identification number.

# Short-Term Disability Plan

## Section 2: Schedule of Short-Term Disability Benefits

Your total STD Benefit consists of your Basic Earnings, which are paid by FCPS. While you are receiving Disability Benefits, you will continue to be eligible to participate in mandatory benefit plans and your deductions will continue automatically for life insurance, retirement, Long-Term Disability (LTD) Insurance, and voluntary benefit plans, including medical coverage, dental coverage, and optional life insurance. If you are in a leave-without-pay status during the elimination period, you are still responsible for paying the total amount of the employee contributions for your benefits. Your Disability Benefit does not include continued accrual for sick leave or annual leave. You should read this entire Plan for the description of benefits and to learn the exclusions, reductions, and limitations that may apply.

Payment of your Short-Term Disability Benefit will be made through the FCPS payroll system on your Regular Pay Schedule when a pay authorization has been received from Liberty Mutual. You must supply medical documentation to be reviewed by Liberty Mutual in a timely manner so that pay is not disrupted. Short-Term Disability Benefits will be paid for a maximum of five work months as long as supporting medical documentation has been provided.

### Elimination Period

When calculating the 20 consecutive workday elimination period, Liberty Mutual may elect to count absences that are nonconsecutive if they are related to the same health condition and can be confirmed absences by your health care provider. Nonconsecutive absences only apply if you have not returned to work for two full calendar months. If you do not receive a paycheck from FCPS during this time, but you have health insurance with FCPS, you will be responsible for making arrangements to pay the employee contribution of your health insurance. You should contact the Office of Payroll Management, Payroll and Insurance Accounting at 571-423-3500 (see Successive Periods of Disability, page 9).

When certified by Liberty Mutual, your STD Benefit payments will begin after an absence of 20 consecutive workdays. The Elimination Period may include nonconsecutive workdays for the same illness, if verified by a physician. During this Elimination Period, you must first use your accumulated sick leave then your accumulated annual leave or, if you have no accumulated leave, you will be in a leave without pay status until your STD benefit begin date. Benefits will continue to accrue during the Elimination Period.

If you are on Short-Term or Long-Term Disability or Workers' Compensation, you should not attend school or work site functions, such as field trips, or be on school premises.

## Section 3: Disability and Disability Benefits

Disability shall mean the inability (whether physical and/or mental) of an eligible employee to perform all of the assigned and essential duties of his/her regular occupation with FCPS. You must be unable to perform all requirements of your job in order to receive Disability Benefits. The determination of Disability shall be made by Liberty Mutual based on the available, objective medical evidence. An employee who meets the definition of disability under this plan does not necessarily qualify as "disabled" for purposes of any other FCPS plan or benefits.

If you are able to perform some of the essential functions of your regular job, you may not qualify for STD. You should contact the Office of Equity and Compliance to inquire about assistance during this time at 571-423-3050.

# Short-Term Disability Plan

## Section 3: Disability and Disability Benefits *(cont'd.)*

### Exclusions From Disability

Disability Benefits shall not be paid for:

- A. Any disease, illness, incapacity, or injury that was incurred during or as a result of engaging in a criminal enterprise.
- B. Any disease, illness, incapacity, or injury that was intentionally self-inflicted and if you have not been diagnosed with a psychiatric condition previous to your self-inflicted injury.
- C. Any disease, illness, incapacity, or injury that was incurred while you were laid-off, on unpaid leave of absence, on unapproved absence, on military leave, or on any other status where you were not an Active Employee at work.
- D. Any disease, illness, incapacity, or injury that arose as a result of service in any armed forces unless the disease, illness, incapacity, or injury is a new condition as a result of the previous condition and is manifested during the course of active employment subsequent to the military service.
- E. Any disease, illness, incapacity, or injury for which you are not receiving appropriate, available treatment. Appropriate treatment is defined as:
  - 1. Treatment that is received from a medical provider whose training and clinical experience are suitable for treating the disease, illness, incapacity, or injury.
  - 2. Treatment that is consistent in type, frequency, and duration of treatment with relevant guidelines of national medical research and health coverage organizations and governmental agencies.
  - 3. Treatment that is consistent with the diagnosis of the condition.
  - 4. Treatment that is provided for the purpose of maximizing medical improvement or palliative terminal care.
- F. Any disease, illness, incapacity, or injury attributable to elective cosmetic surgery unless the cosmetic surgery is a result of a previously diagnosed illness or injury.
- G. Any work-related disease, illness, incapacity, or injury that is attributable, in whole or in part, to employment. This shall include self-employment, whether or not wages were or were not received for such employment with any employer, including FCPS, unless the disease, illness, incapacity, or injury is managed through the FCPS Workers' Compensation Plan.
- H. Any claim filed with Liberty Mutual more than five workdays after the beginning of the Disability. Claims are to be filed on the fifth consecutive workday of absence, the fifth day (nonconsecutive) during a 30-day period, or immediately upon diagnosis of a serious disease, illness, incapacity, or injury. Claims filed after the fifth day will be denied but may be appealed.


# Short-Term Disability Plan

## Section 3: Disability and Disability Benefits (cont'd.)

### Commencement of Disability Benefits

A Disabled Participant's Short-Term Disability Benefit shall commence as follows:

If you contact Liberty Mutual **and** the Disability is certified, the benefit will begin after the Elimination Period of 20 consecutive **workdays** if you have complied with all the requirements of providing supporting medical documentation within the 20 workday period. The Elimination Period may include nonconsecutive workdays for the same illness, if verified by a physician. Disability Benefit payments will not be made during a nonwork period, such as the months of July and August if you are a 10-month employee.

First Step	Elimination Period	Short-Term Disability	Long-Term Disability
<b>Family Medical Leave Act (up to 12 weeks)</b>			
 <p>Call Liberty Mutual's 24-hr number: 1-800-524-0740</p> <ul style="list-style-type: none"> <li>- Call immediately upon diagnosed disability, work-related injury or illness; or by the fifth consecutive missed day of absence; or the fifth absence for the same medical condition from work.</li> <li>- The elimination period begins on the first workday of absence. (Note: STD benefits are for employees only).</li> <li>- Liberty Mutual will then mail you a medical release form. Please complete, sign, and return this form immediately to avoid pay delays during your absence.</li> </ul>	<p>20 workdays (consecutive)* (Sick Leave, Annual Leave, or Leave Without Pay)</p> <ul style="list-style-type: none"> <li>- Liberty Mutual verifies your claim and may request additional information.</li> <li>- First, your accumulated sick leave is used, then your annual leave is used to supplement your pay. If this leave is not available, you will be placed on leave without pay. (Note: Employees on leave without pay will be responsible for their employee contributions for their insurance).</li> </ul> <p><i>* Liberty Mutual may count absences for nonconsecutive workdays if related to same health condition.</i></p>	<p>100% of salary (up to 5 months)</p> <p>If approved for STD benefits:</p> <ul style="list-style-type: none"> <li>- Disability refers to one's inability to perform <b>all assigned duties</b> of his or her occupation with FCPS.</li> <li>- Your disability begins on the 21<sup>st</sup> workday up to 5 months**</li> </ul> <p>Upon receiving STD benefits:</p> <ul style="list-style-type: none"> <li>- You do not accrue any leave.</li> <li>- Any forms of employment must be approved by Liberty Mutual.</li> <li>- Liberty Mutual will periodically evaluate your claim up to 5 months for continued STD benefits.</li> </ul> <p><i>** Excludes spring, summer, or winter breaks and holidays for 10-, 11-, or 12-month employees.</i></p>	<p>66 <sup>2</sup>/<sub>3</sub> % of salary</p> <p>If approved for LTD benefits:</p> <ul style="list-style-type: none"> <li>- Payments will begin on the 181<sup>st</sup> day; or at the end of your STD benefit period; or after all your accrued leave has been used, if elected.</li> </ul> <p>Upon receiving LTD benefits:</p> <ul style="list-style-type: none"> <li>- Your status changes to an inactive employee. This means that you will be responsible for paying full cost to FCPS for health and dental insurance.</li> <li>- You do not pay your LTD insurance unless they return to work.</li> <li>- You do not accrue any leave and by not being paid by FCPS, your retirement plans no longer receive contributions.</li> <li>- Your rights to a position are maintained for a maximum of 24 months while approved for LTD benefits.</li> </ul>

### Termination of Disability Benefits

Benefits shall continue until the earliest of the following events shall occur:

- You terminate employment, i.e., you are no longer employed by FCPS due to a resignation or a termination.
- You die.
- You retire under the provisions of one of the FCPS-sponsored retirement plans and begin to receive payments under that plan.
- Liberty Mutual determines, based on medical and nonmedical documentation and any further medical examinations, that your Disability has ceased; you no longer satisfy the definition of Disability; you do not accept full-time or part-time reemployment; or you refuse to submit to an independent medical examination arranged by Liberty Mutual and paid for by the Plan Manager.
- Disability Benefits have been paid for five work months.
- You fail to apply for any benefits payable under the Workers' Compensation law, any Disability Benefit payable under any employer-sponsored group policy; and any Disability Benefits payable under any federal or state law (including, but not limited to Social Security insurance benefits due to disability) for which you may be eligible.

# Short-Term Disability Plan

## Section 3: Disability and Disability Benefits *(cont'd.)*

### Termination of Disability Benefits *(cont'd.)*

- G. You engage in any form of employment or work at any type of employment or occupation, regardless of whether said employment, work, or occupation is on a voluntary basis, part-time basis, or on a self-employed basis, unless such employment or work is approved **in advance** by the Plan Manager as recommended by Liberty Mutual. For example, if you are a custodian, you have permission from your doctor to perform sedentary tasks and you currently have a secondary job performing sedentary tasks, Liberty Mutual could recommend and the Plan Manager could approve for you to continue working the sedentary job and receive STD benefits from FCPS. You must disclose your employment to Liberty Mutual and you must get preapproval from Liberty Mutual and FCPS to continue working elsewhere while on an approved STD claim with FCPS.
- H. You fail to comply with any request of the Plan Manager or Liberty Mutual to substantiate your Disability.

### Successive Periods of Disability

If you recover from your Disability and are an Active Employee with FCPS you may again be eligible for Disability Benefits if you suffer a successive period of Disability caused by, related to, and based on the same diagnosis as your prior Disability within two calendar months of your return to work. Disability Benefits for such a successive period of Disability shall commence as of your most recent Disability Date, and an elimination period will not be required.

If you have a subsequent claim resulting from an unrelated medical condition, it shall be considered to be in the same period of disability unless you have been at work for a period of at least one day between the first and subsequent period(s) of disability.

### Determination of Disability

Liberty Mutual shall determine whether or not you have a Disability or continue to have a Disability. You shall sign a release of information authorizing Liberty Mutual to contact physicians and other providers to obtain information to make such a determination. To aid in making this determination and as a condition of receiving Disability Benefits, you shall be required to sign and return the release of information, submit medical and nonmedical documentation, and at the discretion of Liberty Mutual, submit to an Independent Medical Examination (arranged by Liberty Mutual and paid for by the Plan Manager) by one or more qualified physicians selected by Liberty Mutual. Liberty Mutual will immediately begin to attempt to gather medical information once your claim has been assigned.

If you do not want medical information released to Liberty Mutual until you have signed and returned the medical release form, you should notify your doctor's office. Charges incurred while Liberty Mutual gathers medical information will be your responsibility. Neither Fairfax County Public Schools nor Liberty Mutual will pay these charges.

# Short-Term Disability Plan


## Section 3: Disability and Disability Benefits (cont'd.)

### Pregnancy Benefits

The Plan will treat a Disability attributable to pregnancy the same as all other Diseases, Illnesses, Incapacities, and Injuries. In applying this standard, each such pregnancy disability will be evaluated on its own facts and circumstances, and no predetermined, standard period of allowed disability shall be applied.

**You will not receive STD benefits for days that you do not work, such as holidays, the summer months, or spring and winter breaks.**

Contact Liberty Mutual 30 calendar days prior to your due date to report your claim or immediately if your doctor orders bed rest. Contact the Disability & Leaves Unit after your delivery to discuss whether or not you will return to work or to request a childcare leave of absence.

First Step	Elimination Period	Short-Term Disability	FMLA
 <p>Call Liberty Mutual's 24-hr number: 1-800-524-0740</p> <ul style="list-style-type: none"> <li>- Call immediately if your doctor orders bed rest or 30 calendar days prior to your due date.</li> <li>- Notify your supervisor as soon as possible.</li> <li>- Elimination period begins on the first workday of absence. (Note: STD benefits are for employees only).</li> </ul>	<b>FAMILY MEDICAL LEAVE ACT<sup>†</sup></b>		
	<p>20 workdays** (consecutive)* Sick Leave, Annual Leave, or Leave Without Pay</p>	<p>100% of salary**</p>	
	<p>Regular Birth (6 weeks post-partum) (4 weeks) + (up to 2 weeks)</p>		<p>+ up to 6 weeks FMLA † = 12 wks.</p>
	<p>Cesarean Birth (8 weeks post-partum) (4 weeks) + (up to 4 weeks)</p>		<p>+ up to 4 weeks FMLA † = 12 wks.</p>
	<ul style="list-style-type: none"> <li>- Liberty Mutual verifies your claim and may request additional information.</li> <li>- First your accumulated sick leave is used, then your annual leave to supplement your pay. If this leave is not available, you will be placed on leave without pay. (Note: Employees on leave without pay will be responsible for employee contributions of their insurance).</li> </ul> <p><small>* Liberty Mutual may count absences for nonconsecutive workdays if related to same health condition.</small></p>	<p>If approved for STD benefits:</p> <ul style="list-style-type: none"> <li>- Disability refers to one's inability to perform <b>all assigned duties</b> of his or her occupation with FCPS.</li> <li>- Your disability begins on the 21<sup>st</sup> workday up to 5 months**</li> </ul> <p>Upon receiving STD benefits:</p> <ul style="list-style-type: none"> <li>- You do not accrue any leave.</li> <li>- Any forms of employment must be approved by Liberty Mutual.</li> <li>- Liberty Mutual will periodically evaluate your claim up to 5 months for continued STD benefits.</li> </ul> <p><small>** Excludes spring, summer, or winter breaks and holidays for 10-, 11-, or 12-month employees.</small></p>	<p>See key below.</p>

† If eligible and approved for FMLA (see Regulation 4835).

- All sick leave must be used first before using any annual leave.
- FCPS continues to pay employer portion of your insurance. (Note: Employees on leave without pay will be responsible for employee contributions of their insurance via direct bill).
- Notify FCPS of your intentions.
- If more time away from work is needed, a FCPS representative from the Disability & Leaves Office will discuss your options with you.

### Minimum Hours for Partial Disability Benefits

Returning to work on a less-than-full-time basis must be medically supported on a half-time (of your regularly scheduled workday) basis or less-than-half-time (of your regularly scheduled workday) basis. For example, if your regularly scheduled work hours are 7.5 hours per workday, then you need to return to work for 3.75 hours per workday or for less than 3.75 hours per workday to receive STD benefits; otherwise, you can use your accrued sick leave to receive pay if your medically supported release indicates that you can work for more than half-time (of your regularly scheduled workday). You will be required to submit medical documentation indicating that you need the temporary use of a modified work schedule (cannot exceed the lesser of either 60 calendar days or the number of days remaining in your STD benefit period).

# Short-Term Disability Plan

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## Section 4: Administration

### Responsibilities

Liberty Mutual shall administer the Plan in accordance with the terms of the Plan and shall have the power necessary to carry out the provisions of the Plan and the authority to enforce the terms of the Plan for, and on behalf of, any and all parties with an interest in the Plan under the direction of the Plan Manager. Subject to the oversight of the Plan Manager, Liberty Mutual has been given the responsibility and assigned the power to perform the following:

- A. To enforce any rules and procedures deemed necessary or proper for the efficient administration of the Plan.
- B. To interpret the Plan.
- C. To address all questions and make all factual determinations concerning the eligibility of any person to receive benefits.
- D. To keep all records, including records relating to Participants, necessary for the proper administration of the Plan.
- E. To authorize the payment of any benefit or make payment for any service.
- F. To comply with all reporting and disclosure requirements.
- G. To contract for or delegate the administration of all or any portion of the Plan (subject to written approval from the Plan Manager).
- H. To verify and investigate claims of Participants, medical or dental groups, hospitals, or clinics that provide benefits or services to Participants.

The Plan Administrator shall be impartial and shall not discriminate in any manner during the exercise of its powers and duties.

### Misstatement in Application for Benefits

In the event that you make any false statement in applying for a Disability Benefit or in responding to any requests for information from FCPS or from Liberty Mutual, or if there is an error in the calculation or payment of the benefit, any future benefit payments will be adjusted, either increased or decreased, to correct the error. Or, FCPS or Liberty Mutual may take such other steps as permitted by law to recover any overpayment.

Also, in the event that you make any false statement in applying for a Disability Benefit or in responding to any requests for information from Liberty Mutual or from FCPS, Liberty Mutual may deny payment for the entire disability period or may cease payment of the Disability Benefit. Misstatement in application for benefits may lead to disciplinary actions up to and including termination of employment.

### Mailing Disability Benefits and Notices

You shall be responsible for providing FCPS with your current and proper mailing address. All notices required or permitted under the Plan shall be deemed to have been fully given if mailed by regular United States mail to the latest address you provided to FCPS. If any Plan notice mailed to such address is returned, future Plan notices will be suspended until you provide a proper mailing address to the FCPS Office of Payroll Management.

# Short-Term Disability Plan

## Section 4: Administration *(cont'd.)*

### Claims Procedure

If you have or you believe you have a personal medical condition that may cause you to be eligible for Disability Benefits, you **must** call Liberty Mutual on the fifth workday of the disability, the fifth workday (nonconsecutive) of an absence in a month, or immediately after the diagnosis of a serious medical condition, including injuries. Failure to report the disability to Liberty Mutual will result in the denial of the claim.

If a claim for a benefit is denied in whole or in part, you shall be notified of such denial in writing by Liberty Mutual within 30 days after submitting all medical documentation necessary to perfect the claim. The notice advising of the denial shall state the reason or reasons for the denial; make specific reference to the pertinent provisions of the Plan that the denial is based; describe any additional material or information necessary for you to perfect the claim; provide an explanation of why such material or information is necessary; and advise you of the procedure for the review of the denial. If special circumstances require an extension of time to process the initial claim, you shall be notified of the special circumstances and the date Liberty Mutual or FCPS expects to render a decision before the initial 30-day period expires. In no event shall the extension for special circumstances exceed a period of 30 days from the end of the initial 30-day period.

If your STD claim is denied, the Disability & Leaves Unit will notify you that you must:

- 1) Return to work with a full-duty medical release from your treating physician.
- 2) Apply for an unpaid Leave of Absence while awaiting your appeal decision with supporting medical documentation.

**Failure to comply with one of the two above actions may result in disciplinary actions up to and including termination of employment.**

### Appeals Procedure

All appeals from short-term disability claims denials shall be made by the following procedure:

If a short term disability claim for benefits is denied or if the Participant has had no response to his claim within 30 days of its submission (in which case the claim for benefits shall be deemed to have been denied), the Participant or his duly authorized representative, at the Participant's sole expense, may appeal the denial to Liberty Mutual within 60 days of receipt of written notice of denial or within 60 days from the date such claim is deemed to be denied. Any additional medical evidence not previously provided must be included with the written appeal.

All appeals must (1) be in writing, (2) include any additional medical evidence not previously provided, (3) state the reasons that the Participant believes Liberty Mutual's decision is incorrect and (4) state the Plan rules that the Participant believes to have been violated. The Participant or his duly authorized representative may review and copy documents relating to his appeal. Liberty Mutual shall respond in writing within 30 days of receiving the appeal.

### Appeals Committee

An important feature of the IDM program offered by FCPS is the opportunity to appeal a decision made by Liberty Mutual to an Appeals Committee.

The Appeals Committee is a group of your peers. They represent you and all FCPS employees. Employee representatives are selected by the Department of Human Resources each year to serve during that school year. The Office of Benefit Services' disability and leaves unit coordinator chairs the committee as a non-voting member. You may request a hearing before the Committee if Liberty Mutual has denied your STD claim and your appeal of the denied claim.

# Short-Term Disability Plan

## Section 4: Administration *(cont'd.)*

### Appeals Committee *(cont'd.)*

Your appeal must:

- Be in writing.
- Include any additional medical evidence not previously provided.
- Include the reasons why you believe the decision of Liberty Mutual is incorrect.
- Include the IDM Plan provision that you think was not followed.

**If any of the above requirements are not submitted, the appeal can be automatically denied.**

The committee will receive a copy of your entire medical file from Liberty Mutual. Each committee member will individually review the file to determine whether or not you were treated fairly by Liberty Mutual. The committee will verify if your file contains a medical diagnosis; if appropriate testing was performed; if a treatment plan was prescribed and followed; and what specific restrictions prevented you from working.

The disability and leaves unit coordinator will work with the committee and with you to determine a date for your hearing. If you have returned to work pending the results of your appeal, you are given time off with pay to attend the meeting. During your hearing, you will have an opportunity to meet with the Appeals Committee for approximately one-half hour to discuss why you believe your claim should have been approved. The committee will then have a half hour to ask questions regarding your presentation and any additional questions they have regarding your medical file.

The committee will notify you in writing no later than 30 days following the hearing as to whether it decided to uphold Liberty Mutual's decision or to approve your claim. If your claim has been denied by the committee, the notice will include specific references to the Plan's provisions on which the denial is based. The committee's decision shall be binding on all parties. Every effort will be made to ensure that you understand the findings of the committee.

### We Respect Your Privacy

Committee meetings are convened only when an appeal is filed. All information presented to the committee for its consideration is confidential. The committee members are not allowed to discuss any information presented to them outside of the committee meeting.

### Payment of Benefits to Beneficiaries or Guardians

If you die while a Short-Term Disability Benefit is payable, the Plan Manager may, at its option, make direct payment for any unpaid benefit earned prior to the date of death to the following in the order listed:

- Your spouse
- Your children
- Your mother or father
- Your brother(s) or sister(s)
- The executors or administrators of your estate

If FCPS, as the the Plan Manager, determines that you have a Disability and are eligible to receive a benefit, but has cause to believe that you are unable to manage your personal affairs effectively, FCPS may observe the following procedure or such other procedure that the Plan Manager deems reasonable:

# Short-Term Disability Plan

## Section 4: Administration *(cont'd.)*

### Payment of Benefits to Beneficiaries or Guardians *(cont'd.)*

FCPS, as the Plan Manager, or its designee shall select two physicians who are qualified to practice medicine in the United States to examine you. After an examination, each physician shall file an affidavit with FCPS or the Program Administrator that states his opinion as to whether you have sufficient mental and/or physical capacity to manage your own affairs. If the affidavits of one or both of the physicians state that you lack such capacity, the Plan Manager shall be entitled to require that a petition to appoint a guardian of the property (or committee, etc., depending upon the laws of the local jurisdiction) be filed with a court of competent jurisdiction. You shall bear the expense of any such proceeding. In the event that a guardian, committee, etc., is appointed pursuant to a judicial decree, all benefits shall then be paid to the appointed guardian or committee. In the event of a judicial determination that there are not sufficient grounds for an appointment of a guardian or committee, all benefits shall then be paid to you.

### Delegation of Responsibility

In administering the Plan, Liberty Mutual and the Plan Manager shall be entitled to rely conclusively on all tables, valuations, certificates, opinions, benefit certifications, medical examinations, and reports provided by any actuary, accountant, trustee, insurance company, independent administrator, counsel, or other expert who shall be employed or engaged by the Employer or the Plan Manager.

This Plan shall be binding upon the heirs, personal representatives, successors, and assigns of all parties hereto, present and future.

### Funding

All benefits paid under the provisions of this Plan are paid by the Employer from general assets.

## Section 5: Miscellaneous Provisions .

### Plan Not a Contract of Employment

The Plan shall not be deemed to be a contract of employment between FCPS and any employee or to be in lieu of additional compensation for any employee. Nothing in the Plan shall give any employee the right to be retained in FCPS employment. All employees shall remain subject to discharge, discipline, lay-off, or any other employment action to the same degree they would be in the event that the Plan had never been put into effect.

### Amendment and Termination

FCPS reserves the right at any time to terminate the Plan to any employee or Participant, and to modify, reduce, or eliminate the benefits provided under the Plan. Benefits under this Plan are not vested in any employee or Participant, and nothing contained herein should be construed to vest any benefits in any employee or Participant now or at any time in the future.

FCPS reserves the right to amend the Plan at any time to any extent that it may deem advisable. The Plan shall be amended by a written amendment executed in the name of the Plan Manager that shall be approved or ratified by the Fairfax County School Board. The Plan provisions, including eligibility requirements, the definition of Disability, the commencement and termination of Disability Benefits, the amount of Disability Benefits, and all other Plan design features may be modified by FCPS at any time, with or without advance notice to employees or Participants. Such changes will be communicated to employees and Participants as required by applicable law. No employment contract, or any other written or verbal communication shall limit FCPS' right to change, amend, modify, increase, or decrease contribution levels (for Employer or employees), or to amend or terminate the Plan and its provisions. Plan information contained in this handbook should be reviewed in conjunction with current FCPS regulations, available at [www.fcps.edu/Directives](http://www.fcps.edu/Directives).

# Short-Term Disability Plan

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## Section 5: Miscellaneous Provisions *(cont'd.)*

### Governing Law

The Plan shall be construed to be in conformity with the requirements of the Internal Revenue Code and any other applicable federal laws. To the extent that it is not in conflict with the preceding sentence, the Plan shall be construed, administered, and governed in all respects under and by the laws of the Commonwealth of Virginia. In the event that it is determined by statute, court decision, Internal Revenue Service ruling, or otherwise that part or parts of the Plan are invalid, the remaining part or parts shall continue to have full force and effect.

### Alienability

Except where otherwise required or permitted by law, no benefits that shall be payable under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, garnishment, encumbrance, or charge. Any attempt to do so shall be void. Nor shall any such benefits in any manner be liable for or subject to the debts, contracts, liabilities, or engagements of the person entitled to such benefits as herein provided for him, except for debts owned by Participants to the Plan.

### Subrogation

To the extent permitted under applicable law, the Plan shall have an unconditional and unequivocal right of subrogation and reimbursement of the full amount of benefits paid by the Plan on the Participant's behalf from any and all funds that the Participant shall recover from a third-party or an insurer. The Plan's priority right of subrogation and reimbursement hereunder shall be a first priority right of reimbursement to be satisfied before payment of any other claims, including attorney fees and costs. Each Participant shall, as a condition of receiving benefits under the Plan, agree to cooperate with the Plan Manager or Liberty Mutual in recovering the amount of such payment from any third party who may be liable therefore and to repay to the Plan any amount received from a third party.

# Workers' Compensation Plan

## Section 1: Certification

### Eligibility

You are eligible for Workers' Compensation benefits if you are an employee paid by FCPS and you sustain a compensable injury or incur an occupational illness during the course of your employment. If you are employed by a temporary agency or another employer and sustain an injury while working in an FCPS facility, you should contact your employer immediately to report your condition. You would not be eligible for Worker's Compensation coverage through FCPS.

### How to Report an Injury or Illness

If you have an injury, or a physician has diagnosed you with a serious illness, you should follow these procedures:

1. Immediately notify your supervisor.
2. Contact Liberty Mutual within 24 hours at the following toll free number—1-800-524-0740. This number is available 24 hours a day, seven days a week.

Liberty Mutual will mail you a packet of forms. You must complete these forms and return them to Liberty Mutual to complete the processing of your workers' compensation claim. For your convenience, Liberty Mutual will include a self-addressed return envelope. For your protection, FCPS requires that you return these forms to Liberty Mutual within 5 (five) business days. If you encounter any problems with the forms, contact Liberty Mutual as soon as possible.

To receive treatment in a *nonemergency* situation, you must:

1. Make an appointment with an FCPS approved panel physician. The current list of medical providers can be found on the FCPS web site at [www.fcps.edu/DHR/employees/benefits/index.htm](http://www.fcps.edu/DHR/employees/benefits/index.htm).
2. Notify Liberty Mutual by calling 1-800-524-0740 or if you need assistance in selecting a physician.

Liberty Mutual will contact you for information about your injury to determine coverage for Workers' Compensation benefits.

In the case of an *emergency* (a sudden, life-threatening occurrence demanding immediate action):

1. You should go to or be taken to the nearest emergency room facility for treatment.
2. Someone on your behalf should call Liberty Mutual at 1-800-524-0740 to report as much information as possible regarding the injury or illness.
3. As soon as possible after you receive emergency treatment, you should select a physician from the FCPS approved panel of medical providers for ongoing medical attention. The current panel list can be found online at [www.fcps.edu/DHR/employees/benefits/index.htm](http://www.fcps.edu/DHR/employees/benefits/index.htm).
4. Following all emergency treatment, you should call Liberty Mutual to inform them of the actions taken and to seek guidance for further care.

If the injury is serious, you (or a coworker) should dial 9-1-1 for emergency care. Either you, a coworker, your principal or supervisor, or a family member must contact Liberty Mutual as soon as possible.

# Workers' Compensation Plan

## Section 1: Certification *(cont'd.)*

### Failure to Report

If you fail to report your injury or the onset of your illness immediately to Liberty Mutual, processing your claim for approved Workers' Compensation benefits may be delayed. If you do not follow the reporting procedures outlined in this handbook, you may risk your right to receive benefits that otherwise may be due to you. Filing a Workers' Compensation claim is not at the discretion of the employee. If you fail to report an injury or illness that occurs at work, the employer reserves the right to call Liberty Mutual on your behalf. If this should occur, Liberty Mutual will contact you to further process your claim.

In addition, you may not receive treatment from a physician or medical facility that is not authorized, unless you are referred by an authorized physician from the FCPS approved provider panel or you receive prior approval from Liberty Mutual. You may be responsible for any incurred medical expenses and you may also risk your entitlement to Workers' Compensation benefits if you use nonapproved physicians or medical facilities without prior approval. You should note that certain health insurance plans do not cover expenses for work-related injuries or illnesses or treatment from a nonapproved physician or medical facility. You may have to pay these costs yourself.

### Filing a Claim

You must immediately call Liberty Mutual to file a Workers' Compensation claim. The claim procedure is as follows:

1. Immediately contact Liberty Mutual at the toll free number, 1-800-524-0740.
2. You must also notify your work site principal or supervisor. If your supervisor is not available when you call, you must still contact Liberty Mutual.
3. When you call Liberty Mutual, you will be asked to verify or provide basic personal information, including the following:
  - a. Your name
  - b. Your social security number
  - c. Your current home address
  - d. Your telephone number
  - e. Your gender
  - f. Your date of birth
  - g. Your marital status

During this call, you must also provide:

- a. The specific date and time of the Injury or date and the time the symptoms of an Illness first occurred.
- b. Detailed description of the Injury or Illness, including specific body parts, (e.g., right arm, left arm, right leg, left leg).
- c. The date and person to whom you reported your Illness or Injury.
- d. Your first day of absence from work, if applicable.
- e. The date of your return to work.
- f. The name, address, and telephone number of the physician on the FCPS approved panel of medical providers.
- g. Your job at the time of the Injury or Illness.
- h. A description of your duties.
- i. Your supervisor's name and telephone number.
- j. Your work site name and main telephone number.

# Workers' Compensation Plan

## Section 2: Schedule of Benefits

### Information Provided by Liberty Mutual

In order for Liberty Mutual to assist you in your request for Workers' Compensation benefits, you will need to inform your principal or supervisor that you have been injured or contracted an illness. Liberty Mutual will mail you a packet with Workers' Compensation forms. When you receive these forms, complete and return them immediately to the Plan Administrator for processing. If you are unable to complete the packet or need assistance in completing the forms, call Liberty Mutual immediately. Your workers' compensation packet will contain the following forms:

#### Medical Provider Panel

The current list of FCPS approved medical providers can be found on the FCPS web site at [www.fcps.edu/DHR/employees/benefits/index.htm](http://www.fcps.edu/DHR/employees/benefits/index.htm). Call and confirm with your chosen physician that he or she will become your treating physician should you need medical treatment. Once your treatment has begun with that physician, you cannot change the treating physician without prior approval from Liberty Mutual. If you choose a physician who is not on the approved list of physicians and without prior approval from Liberty Mutual, you will be responsible for payment of services rendered upon direction of that physician. If your condition requires specialty care, your treating physician will make the referral to an approved specialist on the FCPS approved Specialty Panel List.

#### Workers' Compensation Notice and Selection of Physician Form

Complete this form and return it to Liberty Mutual with your choice of physician selected from the FCPS approved panel of medical providers. This form notifies you of the time limit for filing your injury through the Virginia Workers' Compensation Commission (VWCC). You should contact the VWCC immediately or within two years from the date of your condition to seek lifetime benefits. The employer is not responsible for filing your claim with the Commission.

#### Secondary Employment Data Sheet

This form verifies whether or not you are earning wages other than those earned with FCPS. This information is needed to determine if outside wages impact your Workers' Compensation payment. If you do not complete and return this form to Liberty Mutual and you are earning wages other than those with FCPS, your claim may be considered fraudulent, and FCPS may seek disciplinary actions up to and including termination of employment. As a result, you will no longer be entitled to further wages.

#### Workers' Compensation Medical Release Form

Liberty Mutual will mail you a medical release form for your signature. You must complete the form and return it to Liberty Mutual as soon as possible. Liberty Mutual will need your permission to speak with your physician to approve your Injury or Illness. If you fail to return this form, your workers' compensation claim may be in a pending status or denied, whichever is deemed appropriate.

#### Mileage Reimbursement and Prescription Reimbursement Form

Liberty Mutual will mail you this form for you to complete and return as needed. You may make copies if necessary.

**Mileage**—The program covers the cost for travel to and from approved medical appointments and facilities. To be reimbursed for these costs, complete the section for mileage reimbursement and mail it to Liberty Mutual. You will be reimbursed for mileage at a specified rate established by the Virginia Workers' Compensation Commission using the online mapping service, MapQuest.

# Workers' Compensation Plan

## Section 2: Schedule of Benefits *(cont'd.)*

### Mileage Reimbursement and Prescription Reimbursement Form *(cont'd.)*

**Prescription Drugs**—The program covers prescriptions related to an approved work-related Injury or Illness. These expenses are not reimbursable under your group health insurance, so you should not use your health insurance card for this purpose. If you are experiencing financial difficulty and are unable to pay out-of-pocket costs to fill your prescriptions, call Liberty Mutual for immediate assistance. Failure to take prescribed medications will prolong your progress toward recovery. Therefore, voluntary refusal to take prescribed medical treatment may result in the termination of your Workers' Compensation benefits.

To ensure mileage and prescription reimbursements are paid to you in a timely manner, notify Liberty Mutual and FCPS immediately of any address or phone number changes. You should always have Liberty Mutual's telephone number (1-800-524-0740) available should you or your physician have any questions.

### Payment for Medical and Related Expenses

**Medical Expenses**—If your Workers' Compensation claim is approved, medical expenses related to that claim will be paid by Liberty Mutual. You are not responsible for paying copayments, consultation fees, balances above reasonable and customary charges, or fees for visits to an approved Workers' Compensation physician or facility. If the physician requires you to pay for the office visit, you should refer them to Liberty Mutual for assistance.

**Durable Medical Equipment**—If you need durable medical equipment as a result of your work-related Injury or Illness, you must receive approval from Liberty Mutual before you purchase this equipment. Otherwise, the incurred expenses may not be reimbursable under your Workers' Compensation claim for benefits. Examples of durable medical equipment include wheelchairs, prosthetic or orthotic devices, and crutches.

### Keeping Your Information Current

As long as you have an active Workers' Compensation claim, you must inform Liberty Mutual if you change your address and/or telephone number. If their staff members are unable to contact you regarding your claim or if your benefit checks are returned, your benefit payments may be suspended.

If you have a condition that reoccurs and your claim has been closed for more than three (3) years from the date of injury, you will need to call and provide proper documentation to Liberty Mutual before your claim can be reopened. If you do not have the proper documentation, you may contact the Virginia Workers' Compensation Commission for assistance. Liberty Mutual will need:

- An employer's accident report
- An award for lifetime benefits
- Medical documentation or the name of the last doctor on file
- The name of the last and/or current attorney on file

If you had a previous Workers' Compensation claim, your file should contain some of these documents. Liberty Mutual does not maintain files longer than three years. If Liberty Mutual determines your condition to be nonrelated or pre-existing in nature, your claim will be denied.

# Workers' Compensation Plan

## Section 2: Schedule of Benefits (cont'd.)

### Compensation for Lost Wages

The Virginia Workers' Compensation Act requires employers to pay compensation if you are injured or contract an illness in the workplace and you are absent from your job. State law requires an employer to pay you at a rate of 66 <sup>2</sup>/<sub>3</sub> percent of the average weekly wage (AWW), not to exceed a maximum weekly benefit set by the Commission each year. The maximum benefit period is 500 weeks. The first seven (7) calendar days of disability related to an approved injury or illness are not included for compensation unless the absence from work exceeds 21 calendar days. At this time, you would be compensated for wages lost during the first seven calendar days. If you are eligible for workers' compensation and are losing time from work, you will receive payment from Liberty Mutual.


### Workers' Compensation and Benefit Coordination

If you are eligible to receive sick leave, you may also be eligible for the Workers' Compensation and disability plans' benefits through FCPS. Liberty Mutual will make that determination. The coordination of Workers' Compensation and FCPS leave benefits is as follows, if you are absent from work:

**Workdays 1-5**—The absence will be charged to sick and/or annual leave. If no sick and/or annual leave is available, the absence will be charged as leave without pay. Leave will not be reinstated during this time.

**Workdays 6-20**—The absence will be charged to the Workers' Compensation wage in coordination with any available sick and/or annual leave to equal approximately 100 percent of your Pre-Injury Salary. You will receive a Workers' Compensation check at your home address on file from Liberty Mutual.

The balance of your compensation will be your paid sick and/or annual leave—not to exceed 100 percent of your Pre-Injury Salary. Your payments will be made through the regular FCPS payroll process. Leave will not be reinstated upon your return to work.

First Step	Waiting Period	Workers' Comp	Workers' Comp & STD	Workers' Comp & LTD
<b>Family Medical Leave Act (up to 12 weeks)</b>				
 <p>Call Liberty Mutual's 24-hr number: 1-800-524-0740</p> <ul style="list-style-type: none"> <li>- Call immediately for any work-related injury or illness on an FCPS facility.</li> <li>- Notify your supervisor of injury, or illness immediately.</li> <li>- Waiting period begins on the first workday of absence.</li> <li>- Liberty Mutual will then mail you forms to complete in order to finish processing your claim. Once received, please return within 5 workdays.</li> </ul>	<p>7 calendar days (Sick Leave, Annual Leave, or Leave Without Pay)</p> <ul style="list-style-type: none"> <li>- Liberty Mutual begins to verify your claim and may request for additional information.</li> <li>- First your accumulated sick leave is used, then your annual leave to supplement your pay. If this leave is not available, you will be placed on leave without pay. (Note: Employees on leave with out pay will be responsible for their employee contributions for their insurance).</li> <li>- Leave will not be reinstated during this time.</li> </ul>	<p>66 <sup>2</sup>/<sub>3</sub> % of AWW<sup>†</sup> 6-20 workdays (Sick Leave, Annual Leave or Leave Without Pay)</p> <p>If approved for Workers' Compensation:</p> <ul style="list-style-type: none"> <li>- Disability refers to one's inability to perform all <b>assigned duties</b> of his or her occupation with FCPS.</li> </ul> <p>Upon receiving Workers' Comp benefits:</p> <ul style="list-style-type: none"> <li>- Any forms of employment must be approved by Liberty Mutual.</li> <li>- You will receive 66 <sup>2</sup>/<sub>3</sub> % of AAW <sup>†</sup>, if all your leave has been used, up to a statutory maximum.</li> </ul>	<p>66 <sup>2</sup>/<sub>3</sub> % of AWW<sup>†</sup> 33 <sup>1</sup>/<sub>3</sub> % STD (21 workdays up to 5 months)</p> <p>If approved for Workers' Comp and STD benefits:</p> <ul style="list-style-type: none"> <li>- Your disability begins on the 21<sup>st</sup> day up to 5 months**.</li> <li>- You do not accrue any leave.</li> <li>- Liberty Mutual will periodically evaluate your claim.</li> </ul> <p><small>** Excludes spring, summer, or winter breaks and holidays per 10-, 11-, or 12-month employees</small></p>	<p>66 <sup>2</sup>/<sub>3</sub> % of salary (180 workdays)</p> <p>If approved for Workers' Comp and LTD benefits:</p> <ul style="list-style-type: none"> <li>- Your disability begins at the end of your STD benefit period.</li> </ul> <p>Upon receiving LTD benefits:</p> <ul style="list-style-type: none"> <li>- Your status changes to an inactive employee. This means that you will be responsible for paying full cost to FCPS for health and dental insurance.</li> <li>- You do not pay their LTD deduction unless they return to work.</li> <li>- You do not accrue any leave and by not being paid by FCPS, your retirement plans no longer receive contributions.</li> </ul>

<sup>†</sup>AWW = Average Weekly Wage of earnings for preceding 52 weeks divided by 52.

# Workers' Compensation Plan

## Section 2: Schedule of Benefits *(cont'd.)*

### Workers' Compensation and Benefit Coordination *(cont'd.)*

If there is no sick and/or annual leave available to coordinate with the Workers' Compensation wage, the remainder of your absence will be charged as leave without pay. In this case, if you have FCPS health insurance, you will be responsible for making arrangements to pay for the employee contribution of your health insurance. You should contact the Office of Payroll Management, Payroll and Insurance Accounting, at 571-423-3500.

#### Workdays 21 (up to a maximum of five months):

The absence will be charged to the Workers' Compensation wage in coordination with Short-Term Disability—not to exceed 100 percent of your Pre-Injury Salary. You will receive a Workers' Compensation check at your home address on file from Liberty Mutual.

The balance of your compensation will be paid from the STD Plan, and your payments will be made through the regular FCPS payroll process.

STD benefits are not paid during nonwork periods including holidays, the summer months, spring and winter breaks, and intercessions. However, you may continue to receive Workers' Compensation wages during these periods.

Leave will not accrue or be used while you are receiving STD payments.

#### Workers' Compensation and Long-Term Disability:

Workers' Compensation coordinates with Long-Term Disability after five months of Short-Term Disability. If your disability lasts longer than five months, your absence will continue to be compensated at the Workers' Compensation wage of  $66\frac{2}{3}$  percent, as long as your disability is related to your approved work-related injury or illness as determined by Liberty Mutual. You will receive a Workers' Compensation check at your home address on file from the Liberty Mutual.

You may use your sick and/or annual leave for the balance of your compensation—not to exceed 100 percent of your Pre-Injury Salary if you are approved for LTD benefits or continue to lose time due to your work-related injury or illness. These payments will be made through the regular FCPS payroll process. If no sick and/or annual leave is available, the absence will be noted and charged as leave without pay. Leave will not be reinstated during this time.

For more information, contact Liberty Mutual or refer to the LTD section of this handbook.

### Compensation Beyond the STD Benefit Period

If you are a participant in the LTD Plan and your disability lasts longer than the STD period, your claim will automatically transfer to the LTD Plan. Liberty Mutual will advise you as to whether or not your LTD benefit is approved. Refer to the LTD section of this handbook for additional information.

If you are on Workers' Compensation, you should not attend school, office, or center functions, such as field trips, or be on school premises.

# Workers' Compensation Plan

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## Section 3: Disability

### Definition of Disability

Disability shall mean the inability (whether physical and/or mental) of an eligible employee to perform all of the assigned duties of his regular occupation with FCPS. You must be unable to perform the majority requirements of your job in order to receive Disability Benefits. The determination of Disability shall be made by Liberty Mutual based on the available medical evidence. An employee who meets the definition of disability under this plan does not necessarily qualify as "disabled" for purposes of any other FCPS plan or benefits.

### Determination of Disability

The determination of a work-related injury and/or disability shall be made by Liberty Mutual. You must sign a release of information authorizing Liberty Mutual to contact physicians and other providers for information to make such determination.

## Section 4: Administration

### Exclusions from the Workers' Compensation Plan

Workers' Compensation benefits shall not be paid for any Disease, Illness, Incapacity, or Injury that:

- was incurred while traveling to and from work.
- occurred during activities not required by your position or work assignment. Not all injuries that occur during work hours are approved under the definitions provided by the Virginia Workers' Compensation Commission (VWCC).
- incurred during, or as a result, of the employee engaging in criminal activities.
- is attributable, in whole or in part, to other employment, including self-employment, whether or not wages were or were not received for such employment with any employer, including FCPS, unless managed through the FCPS Integrated Disability Management Program.
- occurred while you were laid-off, on unpaid leave of absence, on unauthorized absence, on military leave, or on any other status where you were not an Active Employee at work.

### When Benefits End

Workers' Compensation benefits will continue until the earliest of the following events:

- You die.
- Liberty Mutual, based upon the medical and nonmedical documentation and any further medical examinations, determines that your disability has ceased and you no longer satisfy the definition of disability under the program.
- You do not accept a full-time, part-time reemployment, or Temporary Alternate Duty (TAD) position.
- You refuse to submit to medical appointments or fail to comply with medical attention for improving the condition.
- You have reached the maximum benefit period (500 weeks) for Workers' Compensation indemnity benefits. Workers' Compensation benefits for medical expenses may continue.
- You settle your claim with the Plan by receiving monetary and/or closure of medical payments to finalize your file.

# Workers' Compensation Plan

## Section 4: Administration (cont'd.)

### When Benefits May Be Impacted

Workers' Compensation benefits may be impacted by any of the following events:

- You fail to apply for any benefits payable under any federal or state law (including, but not limited to, Social Security disability benefits due to disability) for which you may be eligible.
- You engage in any form of employment or work at any type of employer or occupation, regardless of whether said employment, work, or occupation is on a voluntary, part-time, or a self-employed basis, unless such employment or work is reported in advance to Liberty Mutual.
- You fail to comply with any request made by Liberty Mutual.

### If Your Claim Is Denied

If your claim for Workers' Compensation benefits is denied and you are absent from work or require continued medical treatment, your claim will automatically be managed by the STD Plan. This does not necessarily create entitlement to disability payments from the STD Plan. You must meet the provisions of that plan to qualify for STD benefits.

If you disagree with the decision made on your claim for Workers' Compensation benefits, you may appeal the decision by taking the following steps:

- Call the Virginia Workers' Compensation Commission, 1-877-664-2566, as soon as you receive the denial letter from Liberty Mutual to inform them that you would like to request a hearing before the Commission. The Virginia Workers' Compensation Commission will send you a blue "Claim for Benefits" form, VWC Form No. 5.
- Complete and attach the denial letter from Liberty Mutual to the blue form and send both forms together to the Virginia Workers' Compensation Commission, 1000 DMV Drive, Richmond, VA 23220.
- The Virginia Workers' Compensation Commission will assist you with any supplementary documents or information needed to support the appeal and will notify you of the date, time, and location of your scheduled hearing.

### We Respect Your Privacy

All medical and personal information provided to Liberty Mutual or FCPS by employees and medical professionals is confidential and will be protected from unauthorized use and disclosure by Liberty Mutual. Certain claims may require the use of a separate, written authorization form. When Liberty Mutual sends you one of these forms, you must sign and return it as soon as possible to avoid delays in processing your claim. You must sign and return the authorization form to allow Liberty Mutual representatives to manage the Workers' Compensation claim.

### Retirement, Health, and Social Security Benefits

It is important for you to keep abreast of changes in the laws that affect your retirement and other benefits. Sources of information include *Supergram*, a biweekly online FCPS publication and the Benefits home page on the FCPS web site at [www.fcps.edu/DHR/employees/benefits/index.htm](http://www.fcps.edu/DHR/employees/benefits/index.htm). If you are receiving only Workers' Compensation wage benefits, you are not considered an active FCPS employee for benefits-eligibility purposes. Since you are not eligible for benefits, you do not make or receive retirement plan contributions or service credit. However, you are entitled to the employer contribution for medical and dental insurance and you may continue to participate by paying the employee contribution by personal check.

# Workers' Compensation Plan

## Section 4: Administration *(cont'd.)*

### Retirement, Health, and Social Security Benefits *(cont'd.)*

You may also pay for Long-Term Disability insurance, optional life insurance, or your health care flexible spending accounts, if you are a Participant. If you have retired or are planning to retire from FCPS, you are encouraged to contact the Social Security Administration to apply for any benefits payable to you from that system. Also, you may want to request a booklet that explains your entitlement to Social Security benefits. Social Security benefits do not start automatically; you must apply for them. For more information, contact the Social Security Administration at 1-800-772-1213.

Employees may only remain inactive for a maximum of two years from the date of disability. In order to continue to receive the employer contribution toward health insurance premiums, you must apply and be approved for retirement benefits within two years of becoming an inactive employee (that is, collecting Workers' Compensation only, collecting Workers' Compensation coordinated with accrued leave, or collecting Workers' Compensation coordinated with Long-Term Disability).

### Administration

Effective July 1, 2001, Liberty Mutual became the Plan Administrator of the FCPS Integrated Disability Management Program (IDM). Liberty Mutual shall have the authority, responsibility, and discretion to require medical evaluations under the Program, to review and analyze all medical documentation, and to authorize or deny the payment of benefits.

### Responsibilities

Liberty Mutual will manage all Workers' Compensation claims to ensure compliance with the Virginia Workers' Compensation Act and FCPS requirements.

Liberty Mutual shall administer the Plan in accordance with the terms of the Plan and shall have the power necessary to carry out the provisions of the Plan and the authority to enforce the terms of the Plan for, and on behalf of, any and all parties with an interest in the Plan under the direction of the Plan Manager. Subject to the oversight of FCPS as the Plan Manager, Liberty Mutual has been delegated the responsibility and assigned the power to perform the following:

- A. To enforce any rules and procedures deemed necessary or proper for the efficient administration of the Plan.
- B. To interpret the Plan.
- C. To decide all questions and make all factual determinations concerning the eligibility of any person to receive benefits.
- D. To keep all records, including records relating to Participants, necessary for the proper administration of the Plan.
- E. To authorize the payment of any benefit or make payment for any service.
- F. To comply with all reporting and disclosure requirements.
- G. To contract for or delegate the administration of all or any portion of the Plan (subject to written approval from the Plan Manager).
- H. To verify and investigate claims of Participants, medical or dental groups, hospitals, or clinics that provide benefits or services to Participants.

Liberty Mutual shall be impartial and shall not discriminate in any manner during the exercise of its powers and duties.

# Workers' Compensation Plan

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## Section 4: Administration *(cont'd.)*

### Misstatement in Application for Benefits

In the event that you make any false statement in applying for a Disability Benefit or in responding to any requests for information from FCPS or Liberty Mutual, or if there is an error in the calculation or payment of the benefit, any future benefit payments will be adjusted, either increased or decreased, to correct the error, or FCPS or Liberty Mutual may take such other steps as permitted by law to recover any overpayment.

In the event that you make any false statement in applying for a Disability Benefit or in responding to any requests for information from Liberty Mutual, Liberty Mutual may deny payment for the entire disability period or may cease payment of the Disability Benefit. Misstatement in application for benefits may lead to disciplinary actions up to and including termination of employment.

## Section 5: Miscellaneous Provisions

### Americans with Disabilities Act (ADA) Notice

If you are unable to return to work in a full-duty status because of a disability but believe you can perform the essential functions of your job with an accommodation, you should contact the Office of Equity and Compliance (OEC) at 571-423-3050. You can discuss with the OEC whether or not your job can be modified to allow you to perform it or if you qualify for an available vacancy. The Office of Equity and Compliance is the only office within FCPS that has the authority to make ADA determinations

### Family and Medical Leave Act (FMLA) Notice

Any illness or injury approved by the Workers' Compensation Plan generally meets the definition of a serious health condition under FMLA. As a result, an absence through the Workers' Compensation program will be charged to your annual 12-week entitlement for FMLA benefits. Workers' Compensation and FMLA run concurrently. For more information, call the Office of Benefit Services, Disability and Leaves Unit, at 571-423-3200.

### Medical Provider Panel

The current list of FCPS approved medical providers can be found on the FCPS web site at [www.fcps.edu/DHR/employees/benefits/index.htm](http://www.fcps.edu/DHR/employees/benefits/index.htm) or you may call Liberty Mutual, at 800-524-0740 to request a copy of the list.

### Subrogation

To the extent permitted under applicable law, the Plan shall have an unconditional and unequivocal right of subrogation and reimbursement of the full amount of benefits paid by the Plan on the Participant's behalf from any and all funds that the Participant shall recover from a third-party or an insurer. The Plan's priority right of subrogation and reimbursement hereunder shall be a first priority right of reimbursement to be satisfied before payment of any other claims, including attorney fees and costs. Each Participant shall, as a condition of receiving benefits under the Plan, agree to cooperate with the Plan Manager or Liberty Mutual in recovering the amount of such payment from any third party who may be liable therefore and to repay to the Plan any amount received from a third party.

# Long-Term Disability Plan

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## **Disclaimer**

Sponsor: Fairfax County Public Schools

Policy Number(s): GF3-830-491680-01

Date Provided: June 15, 2007

The following certificate(s) is a true copy of the certificate(s) issued under the policy (ies).

**LIBERTY LIFE ASSURANCE COMPANY OF BOSTON**

# Long-Term Disability Plan

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## Certificate of Coverage

Liberty Life Assurance Company of Boston welcomes your employer as a client.

**Sponsor:** Fairfax County Public Schools

**Plan Number:** GF3-830-491680-01

**Effective Date:** July 1, 2007

When this plan refers to “you” or “your” it means the Employee insured under this plan. This is your Disability Income certificate of coverage as long as you are eligible for insurance and remain insured.

A few words about this certificate of coverage.

It is written in plain English. A few terms and provisions are written as required by insurance law. **PLEASE READ IT CAREFULLY.** If you have any questions about any terms and provisions, please contact the Insurance Administrator at your work location or write to Liberty. Liberty will assist you in any way we can to help you understand your benefits.

Also, if the terms of your certificate of coverage and the policy differ, the policy will govern. Your coverage may be terminated or modified in whole or in part under the terms and provisions of the policy.



Executive Vice President

# Long-Term Disability Plan

## Section 1: Schedule of Benefits

### 1) Who is Eligible for Long-Term Disability Benefits?

All Administrative, Instructional, Support, Clerical, Maintenance and Custodial Employees, Food Service Personnel, Bus Drivers, and Bus Attendants.

**Note:** Temporary and seasonal employees are not covered under this plan.

### 2) What is the Minimum Hourly Requirement?

All Food Service Personnel working a minimum of 15 regularly scheduled work hours per week; all Signing Translators working a minimum of 17 <sup>1</sup>/<sub>2</sub> hours per week; all Instructional Staff, excluding Jefferson High School, working a minimum of 18 <sup>1</sup>/<sub>2</sub> hours per week; and all Other Employees working at least 20 hours per week.

### 3) What is the Eligibility Waiting Period?

1. If you are employed by FCPS on the plan effective date - None.
2. If you begin employment with FCPS after the plan effective date - First of the month coincident with your date of hire or the next following month.

### 4) Are Employee Contributions Required? Yes \*

\* No premium payments are required for your coverage while you are receiving benefit payments under this Plan.

### 5) What is the Elimination Period?

The greater of:

- a. the end of your Short-Term Disability Benefits or
- b. 180 days.

**Note:** The months of July and August will not count toward the Elimination Period if you work 10 months per year. Benefits begin the day after the Elimination Period is completed.

The month of July will not count toward the Elimination Period if you work 11 months per year. Benefits begin the day after the Elimination Period is completed.

Optional Intercession Periods will not count toward the Elimination Period if you work in schools operating on a Modified Calendar. "**Optional Intercession Period**" means a non-work period where an employee is not under contract. This non-work period does not count toward the Elimination Period or Payment of Benefits. "**Modified Calendar**" means any school that participates in a year round program.

### 6) What is the Amount of Insurance Benefits?

The amount of Insurance Benefits is 66.667% of Basic Monthly Earnings not to exceed a Maximum Monthly Benefit of \$10,000 less Other Income Benefits and Other Income Earnings as outlined in Section 3.

### 7) What is the Maximum Basic Monthly Earnings on which the Benefit is Based?

\$15,000.

### 8) What is the Own Occupation Duration?

24 Month Own Occupation.

### 9) What is the Minimum Monthly Benefit?

The Minimum Monthly Benefit is \$100 or 10% of your Gross Monthly Benefit, whichever is greater.

**Note:** The Minimum Monthly Benefit does not apply if you elect to use paid leave, accumulated sick leave or annual leave.

# Long-Term Disability Plan

## Section 1: Schedule of Benefits *(cont'd.)*

### 10) What is the Maximum Benefit Period?

<u>Age at Disability</u>	<u>Maximum Benefit Period</u>
Less than age 60	To age 65 (but not less than 5 years)
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and over	12 months

## Section 2: Eligibility and Effective Dates

### 1) Who is Eligible for Coverage?

The eligibility requirements for insurance benefits are shown in the Schedule of Benefits (Section 1).

### 2) What is Your Eligibility Date for Insurance Benefits?

If you are in an eligible class, you will qualify for insurance on the later of:

1. this plan's effective date; or
2. the day after you complete the Eligibility Waiting Period shown in the Schedule of Benefits.

### 3) What is Your Effective Date of Insurance?

Your insurance will be effective at 12:01 A.M. Standard Time in the governing jurisdiction on the day determined as follows, but only if your application or enrollment for insurance is made with Liberty through FCPS in a form or format satisfactory to Liberty. You will be insured on your Eligibility Date.

### 4) When will Your Effective Date of Insurance be Delayed?

Your effective date of any initial, increased, or additional insurance will be delayed if you are not in Active Employment because of Injury or Sickness. The initial, increased, or additional insurance will begin on the date you return to Active Employment.

### 5) What Happens to Your Coverage During a Family and Medical Leave?

Your coverage may be continued under this Plan for an approved family or medical leave of absence for up to 12 weeks following the date coverage would have terminated, subject to the following:

1. the authorized leave is in writing;
2. the required premium is paid;
3. your benefit level, or the amount of earnings upon which your benefit may be based, will be that in effect on the date before the leave begins; and
4. continuation of coverage will cease immediately if any one of the following events should occur:
  - a. you return to work;
  - b. this plan terminates;
  - c. you are no longer in an eligible class;
  - d. nonpayment of premium when due by FCPS or you;
  - e. your employment terminates.

# Long-Term Disability Plan

## Section 2: Eligibility and Effective Dates *(cont'd.)*

### 6) What Happens if You are Rehired?

If you are a former Employee and are rehired by FCPS within 12 months of your termination date, all past periods of Active Employment with the Sponsor will be used in determining your Eligibility Date. If you are a former Employee and are re-hired by FCPS more than 12 months after your termination date, you are considered to be a new Employee when determining your Eligibility Date.

### 7) What Happens During Leave of Absence?

If you are given a leave of absence, you can continue your coverage(s) by paying the required premiums. Your coverage will not continue beyond the two year period in which the leave of absence begins. In continuing such coverage under this provision, the Sponsor agrees to treat all covered Employees equally.

### 8) What Happens During Lay-off?

If you are temporarily laid off, you can continue your coverage(s) by paying the required premiums. Your coverage will not continue beyond the end of the plan month in which the lay-off begins. In continuing such coverage under this provision, FCPS agrees to treat all covered Employees equally.

### 9) What Happens if There is a Transfer of Insurance Carriers?

In order to prevent loss of coverage for you because of transfer of insurance carriers, this plan will provide coverage for you as follows:

#### If You are not in Active Employment Due to Injury or Sickness:

Subject to premium payments, this plan will cover you if:

1. at the time of transfer you were covered under the prior carrier's plan; and
2. you are not in Active Employment due to Injury or Sickness on the effective date of this plan.

Benefits will be determined based on the lesser of:

1. the amount of the Disability benefit that would have been payable under the prior plan and subject to any applicable plan limitations; or
2. the amount of Disability benefits payable under this plan. If benefits are payable under the prior plan for the Disability, no benefits are payable under this plan.

#### If You are Disabled Due to a Pre-Existing Condition:

If you were insured under the prior carrier's plan at the time of transfer and were in Active Employment and insured under this plan on its effective date, benefits may be payable for a Disability due to a Pre-Existing Condition.

If you can satisfy this plan's Pre-Existing Condition Exclusion, the benefit will be determined according to this plan.

If you cannot satisfy this plan's Pre-Existing Condition Exclusion, then:

1. Liberty will apply the Pre-Existing Condition Exclusion of the prior carrier's plan; and
2. if you would have satisfied the prior carrier's pre-existing condition exclusion, giving consideration towards continuous time coverage under this plan and the prior carrier's plan, the benefit will be determined according to this plan. However, the Maximum Monthly Benefit amount payable under this plan shall not exceed the maximum monthly benefit payable under the prior carrier's plan.

No benefit will be paid if you cannot satisfy the Pre-Existing Condition Exclusions of either plan.

# Long-Term Disability Plan

## Section 3: Disability Income Benefits

### Disability Benefit

#### 1) When is Your Disability Benefit Payable?

When Liberty receives Proof that you are Disabled due to Injury or Sickness and require the Regular Attendance of a Physician, Liberty will pay you a Monthly Benefit after the end of the Elimination Period, subject to any other provisions of this plan. The benefit will be paid for the period of Disability if you give to Liberty Proof of continued:

1. Disability;
2. Regular Attendance of a Physician; and
3. Appropriate Available Treatment.

The Proof must be given upon Liberty's request and at your expense. In determining whether you are Disabled, Liberty will not consider employment factors including, but not limited to, interpersonal conflict in the workplace, recession, job obsolescence, paycuts, job sharing, and loss of a professional or occupational license or certification.

For purposes of determining Disability, the Injury must occur and Disability must begin while you are insured for this coverage.

The Monthly Benefit will not:

1. exceed your Amount of Insurance; or
2. be paid for longer than the Maximum Benefit Period.

The Amount of Insurance and the Maximum Benefit Period are shown in the Schedule of Benefits.

#### 2) How is Your Amount of Disability Monthly Benefit Figured?

To figure the amount of your Monthly Benefit:

1. Take the lesser of:
  - a. your Basic Monthly Earnings multiplied by the benefit percentage shown in the Schedule of Benefits; or
  - b. the Maximum Monthly Benefit shown in the Schedule of Benefits; and then
2. Deduct Other Income Benefits and Other Income Earnings (shown in the Other Income Benefits and Other Income Earnings provision of this plan) from this amount.

The Monthly Benefit payable will not be less than the Minimum Monthly Benefit shown in the Schedule of Benefits. However, if an overpayment is due to Liberty, the Minimum Monthly Benefit otherwise payable under this provision will be applied toward satisfying the overpayment.

### Partial Disability Benefit

#### 1) When is Your Partial Disability Benefit Payable?

When Liberty receives Proof that you are Partially Disabled and have experienced a loss of earnings due to Injury or Sickness and require the Regular Attendance of a Physician, you may be eligible to receive a Monthly Benefit, subject to any other provisions of this plan. To be eligible to receive Partial Disability benefits, you may be employed in your Own Occupation or another occupation, must satisfy the Elimination Period, and must be earning between 20% and 80% of your Basic Monthly Earnings.

A Monthly Benefit will be paid for the period of Partial Disability if you give to Liberty Proof of continued:

1. Partial Disability;
2. Regular Attendance of a Physician; and
3. Appropriate Available Treatment.

# Long-Term Disability Plan

## Section 3: Disability Income Benefits (cont'd.)

### Partial Disability Benefit (cont'd.)

The Proof must be given upon Liberty's request and at your expense. In determining whether you are Partially Disabled, Liberty will not consider employment factors including, but not limited to, interpersonal conflict in the workplace, recession, job obsolescence, paycuts, job sharing, and loss of a professional or occupational license or certification.

For purposes of determining Partial Disability, the Injury must occur and Partial Disability must begin while you are insured for this coverage.

### 2) How is Your Loss of Earnings Partial Disability Benefit Figured using the Proportionate Loss with Work Incentive Monthly Calculation?

For the first 12 months, the work incentive benefit will be an amount equal to your Basic Monthly Earnings multiplied by the benefit percentage shown in the Schedule of Benefits, without any reductions from earnings. The work incentive benefit will only be reduced if the Monthly Benefit payable plus any earnings exceed 100% of your Basic Monthly Earnings. If the combined total is more than 100%, the Monthly Benefit will be reduced by the excess amount so that the Monthly Benefit plus your earnings does not exceed 100% of your Basic Monthly Earnings.

Thereafter, to figure the amount of Monthly Benefit the formula  $((A \text{ divided by } B) \times C)$  will be used.

A = Your Basic Monthly Earnings minus your earnings received while you are Partially Disabled. This figure represents the amount of lost earnings.

B = Your Basic Monthly Earnings.

C = The Monthly Benefit as figured in the Disability provision of this plan plus your earnings received while you are Partially Disabled, (but not including adjustments under the Cost of Living Adjustment Benefit, if included).

On the first anniversary of benefit payments (after 12 months) and on each anniversary thereafter, for the purpose of calculating the benefit, the term "Basic Monthly Earnings" is:

1. replaced by "Indexed Basic Monthly Earnings"; and
2. increased annually by 7% or the current annual percentage increase in the Consumer Price Index, whichever is less.

The Monthly Benefit payable will not be less than the Minimum Monthly Benefit shown in the Schedule of Benefits. However, if an overpayment is due to Liberty, the Minimum Monthly Benefit otherwise payable under this provision will be applied toward satisfying the overpayment.

### Mental Illness, Substance Abuse, and/or Non-Verifiable Symptoms Limitation

#### 1) What Limitations will Apply for Mental Illness, Substance Abuse, and/or Non-Verifiable Symptoms?

The benefit for Disability due to Mental Illness, Substance Abuse, and/or Non-Verifiable Symptoms will not exceed a combined period of 24 months of Monthly Benefit payments while you are insured under this plan.

If you are in a Hospital or Institution for Mental Illness and/or Substance Abuse at the end of the combined period of 24 months, the Monthly Benefit will be paid during the confinement.

If you are not confined in a Hospital or Institution for Mental Illness and/or Substance Abuse, but are fully participating in an Extended Treatment Plan for the condition that caused the Disability, the Monthly Benefit will be payable to you for up to a combined period of 36 months.

In no event will the Monthly Benefit be payable beyond the Maximum Benefit Period shown in the Schedule of Benefits.

# Long-Term Disability Plan

## Section 3: Disability Income Benefits *(cont'd.)*

### Three-Month Survivor Benefit

#### 1) What Happens to Your Benefit if You Die?

Liberty will pay a lump sum benefit to the Eligible Survivor when Proof is received that you died:

1. after Disability had continued for 180 or more consecutive days; and
2. while receiving a Monthly Benefit.

The lump sum benefit will be an amount equal to three times your Last Monthly Benefit.

If the survivor benefit is payable to your children, payment will be made in equal shares to the children, including step children and legally adopted children. However, if any of said children are minors or incapacitated, payment will be made on their behalf to the court appointed guardian of the property. This payment will be valid and effective against all claims by others representing or claiming to represent the children.

If there is no Eligible Survivor, the benefit is payable to the estate.

If an overpayment is due to Liberty at the time of your death, the benefit payable under this provision will be applied toward satisfying the overpayment.

### Workplace Modification Benefit

#### 1) When is Your Workplace Modification Benefit Payable?

If you are Disabled or Partially Disabled and receiving a benefit from Liberty, a benefit may be payable to FCPS as part of your benefit for modifications to the workplace to accommodate your return to work or to assist you in remaining at work.

Liberty will reimburse FCPS for up to 100% of reasonable costs incurred by FCPS for the modification, up to the greater of:

1. \$1,000; or
2. the equivalent of two months of your Monthly Benefit.

The lump sum benefit will be an amount equal to three times your Last Monthly Benefit.

To qualify for this benefit:

1. the Disability or Partial Disability must prevent you from performing some or all of the Material and Substantial Duties of your occupation; and
2. any proposed modifications must be approved in writing and signed by you, FCPS, and Liberty; and
3. FCPS must agree to make the modifications to the workplace to reasonably accommodate your return to work or to assist you in remaining at work.

FCPS's costs for the approved modifications will be reimbursed after:

1. the proposed modifications have been made;
2. written proof of the expenses incurred by FCPS has been provided to Liberty; and
3. Liberty has received proof that you have returned to and/or remain at work.

# Long-Term Disability Plan

## Section 3: Disability Income Benefits (cont'd.)

### Other Income Benefits and Other Income Earnings

#### 1) What are Other Income Benefits?

"Other Income Benefits" means:

1. The amount for which the covered person is eligible under:
  - a. Workers' or Workmen's Compensation Laws;
  - b. Occupational Disease Law;
  - c. Title 46, United States Code Section 688 (The Jones Act);
  - d. Railroad Retirement Act;
  - e. any governmental compulsory benefit act or law; or
  - f. any other act or law of like intent.
2. The amount of any Disability benefits which the covered person is eligible to receive under:
  - a. any other FCPS group insurance plan or
  - b. any governmental retirement system as a result of the Covered Person's employment with FCPS.
3. The amount of benefits the covered person receives under FCPS's Retirement Plan as follows:
  - a. the amount of any Disability Benefits under a Retirement Plan or Retirement Benefits under a Retirement Plan the covered person voluntarily elects to receive as retirement payment under the Sponsor's Retirement Plan; and
  - b. the amount received as retirement payments when the Covered Person reaches the later of age 62 or normal retirement age as defined in FCPS plan.

**Note:** This offset will not apply to any covered person electing to participate in the Work After Retirement program as defined in the Sponsor's plan.

**Note:** The covered person must also apply for disability retirement with the Virginia Retirement System (VRS), the Educational Employee's Supplementary Retirement System of Fairfax County (ERFC), or the Fairfax County Employees Retirement System (FCERS) when advised by Liberty Mutual, but no later than 2 years from the date of disability. If the Covered Person does not submit a disability claim within the required timeframe, any claim payments made under this policy will be offset by the amount the Covered Person is eligible to receive under VRS, ERFC, and/or FCERS.

4. The amount of Disability and/or Retirement Benefits under the United States Social Security Act, the Canada Pension Plan, the Quebec Pension Plan, or any similar plan or act, which:
  - a. the Covered Person receives or is eligible to receive; and
  - b. spouse, child or children receive or are eligible to receive because of the Disability; or
  - c. spouse, child or children receive or are eligible to receive because of the Covered Person's eligibility for Retirement Benefits.

**Note:** This offset will not apply if the Covered Person starts receiving Social Security Retirement Benefits prior to the date of disability under this plan.

5. Any amount the Covered Person received from any unemployment benefits.

# Long-Term Disability Plan

## Section 3: Disability Income Benefits (cont'd.)

### Other Income Benefits and Other Income Earnings (cont'd.)

#### 2) What are Other Income Earnings?

“Other Income Earnings” means:

1. any amount the Covered Person receives from any formal or informal sick leave or salary continuation plan(s); and
2. the amount of earnings the Covered Person earns or receives from any form of employment including severance.

Other Income Benefits, except Retirement Benefits, must be payable as a result of the same Disability for which Liberty pays a benefit. The sum of Other Income Benefits and Other Income Earnings will be deducted in accordance with the provisions of this policy.

### Estimation of Benefits

#### 1) How will Your Benefits be Estimated?

Liberty will reduce your Disability or Partial Disability benefits by the amount of Other Income Benefits that we estimate are payable to you and your dependents.

Your Disability benefit will not be reduced by the estimated amount of Other Income Benefits if you:

1. provide satisfactory proof of application for Other Income Benefits;
2. sign a reimbursement agreement under which, in part, you agree to repay Liberty for any overpayment resulting from the award or receipt of Other Income Benefits;
3. if applicable, provide satisfactory proof that all appeals for Other Income Benefits have been made on a timely basis to the highest administrative level unless Liberty determines that further appeals are not likely to succeed; and
4. if applicable, submit satisfactory proof that Other Income Benefits have been denied at the highest administrative level unless Liberty determines that further appeals are not likely to succeed.

Liberty will not estimate or reduce for any benefits under FCPS’s pension or retirement benefit plan according to applicable law, until you actually receive them.

In the event that Liberty overestimates the amount payable to you from any plans referred to in the Other Income Benefits and Other Income Earnings provision of this plan, Liberty will reimburse you for such amount upon receipt of written proof of the amount of Other Income Benefits awarded (whether by compromise, settlement, award, or judgement) or denied (after appeal through the highest administrative level).

**Note:** Liberty will estimate disability retirement benefits that the Covered Person is eligible to receive under VRS, ERFC, and/or FCERS as stated in Other Income Benefits and Other Income Earnings.

**Note:** This provision applies only to Other Income Benefits that the Covered Person is eligible to receive.

#### 2) When May Liberty Provide Social Security Assistance?

Liberty may help you in applying for Social Security Disability Income Benefits. To be eligible for assistance you must be receiving a Monthly Benefit from Liberty. Such assistance will be provided only if Liberty determines that assistance would be beneficial.

# Long-Term Disability Plan

## Section 3: Disability Income Benefits *(cont'd.)*

### Estimation of Benefits *(cont'd.)*

#### 3) What Happens if You Receive a Lump Sum Payment?

Other Income Benefits from a compromise, settlement, award, or judgement which are paid to you in a lump sum and are meant to compensate you for any one or more of the following:

1. loss of past or future wages;
2. impaired earnings capacity;
3. lessened ability to compete in the open labor market;
4. any degree of permanent impairment; and
5. any degree of loss of bodily function or capacity;

will be prorated on a monthly basis as follows:

1. over the period of time such benefits would have been paid if not in a lump sum; or
2. if such period of time cannot be determined, the lesser of:
  - a. the remainder of the Maximum Benefit Period; or
  - b. five (5) years.

#### 4) What Happens if You Receive any Cost of Living Increases?

After the first deduction for each of the Other Income Benefits, the Monthly Benefit will not be further reduced due to any cost of living increases payable under the Other Income Benefits and Other Income Earnings provision of this plan. This provision does not apply to increases received from any form of employment.

#### 5) What Happens if Your Benefit Period is Less than a Month?

For any period for which a Long-Term Disability benefit is payable that does not extend through a full month, the benefit will be paid on a prorated basis. The rate will be 1/30th for each day for such period of Disability.

#### 6) When will Your Long-Term Disability Benefits be Discontinued?

The Monthly Benefit will cease on the earliest of:

1. the date you fail to provide Proof of continued Disability or Partial Disability and Regular Attendance of a Physician;
2. the date you fail to cooperate in the administration of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due;
3. the date you refuse to be examined or evaluated at reasonable intervals;
4. the date you refuse to receive Appropriate Available Treatment;
5. the date you refuse a job with FCPS where workplace modifications or accommodations were made to allow you to perform the Material and Substantial Duties of the job;
6. the date you are able to work in your Own Occupation on a part-time basis, but choose not to;
7. the date your current Partial Disability earnings exceed 80% of your Basic Monthly Earnings; Because your current earnings may fluctuate, Liberty may average earnings over three consecutive months rather than immediately terminating your benefit once 80% of Indexed Basic Monthly Earnings has been exceeded.
8. the date you are no longer Disabled according to this plan;
9. the end of the Maximum Benefit Period; or
10. the date on which you die.

# Long-Term Disability Plan

## Section 3: Disability Income Benefits *(cont'd.)*

### Successive Periods of Disability

#### 1) What Happens if You Return to Work and Become Disabled Again?

With respect to this plan, "Successive Periods of Disability" means a Disability which is related or due to the same cause(s) as a prior Disability for which a Monthly Benefit was payable.

A Successive Period of Disability will be treated as part of the prior Disability if, after receiving Disability benefits under this plan, you:

1. return to your Own Occupation on an Active Employment basis for less than six continuous months; and
2. perform all the Material and Substantial Duties of your Own Occupation.

To qualify for the Successive Periods of Disability benefit, you must experience more than a 20% loss of Basic Monthly Earnings. Benefit payments will be subject to the terms of this plan for the prior Disability.

If you return to your Own Occupation on an Active Employment basis for six continuous months or more, the Successive Period of Disability will be treated as a new period of Disability. You must complete another Elimination Period.

If you become eligible for coverage under any other group long term disability coverage, this Successive Periods of Disability provision will cease to apply to you.

## Section 4: Exclusions

### General Exclusions

#### 1) What Disabilities are Not Covered?

This plan will not cover any Disability due to:

1. war, declared or undeclared, or any act of war;
2. intentionally self-inflicted injuries, while sane or insane;
3. active Participation in a Riot;
4. the committing of or attempting to commit a felony or misdemeanor;
5. cosmetic surgery unless such surgery is in connection with an Injury or Sickness sustained while you are covered under this plan; or
6. a gender change, including, but not limited to, any operation, drug therapy, or any other procedure related to a gender change.

No benefit will be payable during any period of incarceration.

With respect to this provision, Participation shall include promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in, but shall not include actions taken in defense of public or private property, or actions taken in your defense, if such actions of defense are not taken against persons seeking to maintain or restore law and order including, but not limited to, police officers and fire fighters.

With respect to this provision, Riot shall include all forms of public violence, disorder, or disturbance of the public peace, by three or more persons assembled together, whether or not acting with a common intent and whether or not damage to persons or property or unlawful act or acts is the intent or the consequence of such disorder.

# Long-Term Disability Plan

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## Section 4: Exclusions *(cont'd.)*

### Long-Term Disability Coverage

#### Pre-Existing Condition Exclusion

##### 1) What Other Disabilities are Not Covered?

This plan will not cover any Disability or Partial Disability:

1. which is caused by, contributed to by, or results from a Pre-Existing Condition; and
2. which begins in the first 12 months immediately after your effective date of coverage.

“Pre-Existing Condition” means a condition resulting from an Injury or Sickness for which you were diagnosed or received Treatment within three months prior to your effective date of coverage.

## Section 5: Termination Provisions

### 1) When will Your Insurance End?

You will cease to be insured on the earliest of the following dates:

1. the date this plan terminates, but without prejudice to any claim originating prior to the time of termination;
2. the date you are no longer in an eligible class;
3. the date your class is no longer included for insurance;
4. the last day for which any required Employee contribution has been made;
5. the date employment terminates. Cessation of Active Employment will be deemed termination of employment, except the insurance will be continued for an Employee absent due to Disability during:
  - a. any period during which premium is being waived.
6. the date you cease active work due to a labor dispute, including any strike, work slowdown, or lockout.

Liberty reserves the right to review and terminate all classes insured under this plan if any class(es) cease(s) to be covered.

## Section 6: General Provisions

### 1) Is Assignment Allowed?

No assignment of any present or future right or benefit under this plan will be allowed.

### 2) How will Liberty Conform With State Statutes?

Any provision of this plan which, on its effective date, is in conflict with the statutes of the governing jurisdiction of this plan is hereby amended to conform to the minimum requirements of such statute.

### 3) What are Liberty’s Examination Rights?

Liberty, at its own expense, will have the right and opportunity to have the claimant, whose Injury or Sickness is the basis of a claim, examined or evaluated at reasonable intervals deemed necessary by Liberty. This right may be used as often as reasonably required.

### 4) Who has the Authority for Interpretation of this Plan?

Liberty shall possess the authority, in its sole discretion, to construe the terms of this plan and to determine benefit eligibility hereunder. Liberty’s decisions regarding construction of the terms of this plan and benefit eligibility shall be conclusive and binding.

# Long-Term Disability Plan

## Section 6: General Provisions (cont'd.)

### 5) When can this Plan be Contested?

The validity of this plan shall not be contested, except for non-payment of premiums, after it has been in force for two years from the date of issue. The validity of this plan shall not be contested on the basis of a statement made relating to insurability by you after such insurance has been in force for two years during your lifetime and shall not be contested unless the statement is contained in a written instrument signed by you.

### 6) When can Legal Proceedings Begin?

A claimant or the claimant's authorized representative cannot begin any legal action:

1. until 60 days after Proof of claim has been given; or
2. more than three years after the time Proof of claim is required.

### 7) What Happens if Your Age is Misstated?

If your age has been misstated, an equitable adjustment will be made in the premium. If the amount of the benefit is dependent upon your age, the amount of the benefit will be the amount you would have been entitled to if your correct age were known.

A refund of premium will not be made for a period more than 12 months before the date Liberty is advised of the error.

### 8) When Must Liberty be Notified of a Claim?

1. Notice of claim must be given to Liberty within 20 days of the date of the loss on which the claim is based, if that is possible. If that is not possible, Liberty must be notified as soon as it is reasonably possible to do so. Such notice of claim must be received in a form or format satisfactory to Liberty.
2. When written notice of claim is applicable and has been received by Liberty, you will be sent claim forms. If the forms are not received within 15 days after written notice of claim is sent, you can send to Liberty written Proof of claim without waiting for the forms.

### 9) When Must Liberty Receive Proof of Claim?

1. Proof of loss must be given to Liberty no later than 90 days after the end of the Elimination Period.
2. Failure to furnish such Proof within such time shall not invalidate or reduce any claim if it was not reasonably possible to furnish such Proof within such time. Such Proof must be 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.
3. Proof of continued loss, continued Disability, or continued Partial Disability, when applicable, and Regular Attendance of a Physician must be given to Liberty within 30 days of the request for such Proof.

Liberty reserves the right to determine if your Proof of loss is satisfactory.

### 10) Who are Claims Paid To?

The benefit is payable to you. But, if a benefit is payable to your estate, or if you are a minor, or you are not competent, Liberty has the right to pay up to \$5,000 to any of your relatives or any other person whom Liberty considers entitled thereto by reason of having incurred expense for the maintenance, medical attendance, or burial. If Liberty in good faith pays the benefit in such a manner, any such payment shall fulfill Liberty's responsibility for the amount paid.

# Long-Term Disability Plan

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## Section 6: General Provisions *(cont'd.)*

### 11) What are Liberty's Rights of Recovery?

Liberty has the right to recover any overpayment of benefits caused by, but not limited to, the following:

1. fraud;
2. any error made by Liberty in processing a claim; or
3. your receipt of any Other Income Benefits.

Liberty may recover an overpayment by, but not limited to, the following:

1. requesting a lump sum payment of the overpaid amount;
2. reducing any benefits payable under this plan;
3. taking any appropriate collection activity available including any legal action needed; and
4. placing a lien, if not prohibited by law, in the amount of the overpayment on the proceeds of any Other Income Benefits, whether on a periodic or lump sum basis.

It is required that full reimbursement be made to Liberty.

### 12) How will Statements Made In Your Application Affect Your Coverage?

In the absence of fraud, all statements made in any application are considered representations and not warranties (absolute guarantees). No representation by:

1. FCPS in applying for this plan will make it void unless the representation is contained in the signed Application; or
2. you in enrolling for insurance under this plan will be used to reduce or deny a claim unless a copy of the Enrollment Form, signed by you, if required, is or has been given to you, your beneficiary, or personal representative.

### 13) When Must Payment of Claim be Made?

When we receive satisfactory proof of your claim, the benefit payable under this plan will be paid within 60 days of receipt of such proof. The benefit payable under this plan may be paid at least monthly, depending on the coverage for which your claim is made, during any period for which we are liable. Any balance remaining unpaid upon the termination of the period of liability will be paid immediately upon receipt of due written proof.

### 14) How does the Policy Affect Workers' Compensation?

This plan and the coverage provided are not in lieu of, nor will they affect any requirements for coverage under any Workers' Compensation Law or other similar law.

## Glossary of Terms—Short-Term Disability

**Note:** The following words and phrases, when used in this Plan with an initial capital letter, shall have the following meanings, unless the context clearly indicates otherwise. Where appropriate in the context of this Plan, the singular shall include the plural, and the masculine gender shall include the feminine gender and vice versa.

**Age**—the age of the employee.

**Active Employee**—a current employee of FCPS who is actively at work.

**Appeals Committee**—a group of five employee representatives who are selected in September of each year to serve during the school year. The committee may be convened after your Short-Term Disability claim has been denied twice by Liberty Mutual. The disability and leaves coordinator chairs the committee as a nonvoting member.

**At Work**—actively working at your regular duties on your regular schedule or on paid leave. You shall be considered to be At Work on a day that is not a scheduled workday if you were at work on the last scheduled workday.

**Basic Earnings**—the earnings payable to any Active Employee by FCPS at the rate effective on the first day of the relevant pay period. Such term shall include base pay for the standard work week and shift differentials. It shall not include premium pay for overtime, reimbursement for travel or other expenses, supplements, bonuses or other forms of compensation, or contributions made by the Employer for Social Security or retirement or deferred compensation plans. It shall not include any fringe benefit or any other payments not listed above. Payment of the Basic Earnings shall be based on the length of contract.

**Contracted/Schedule to Work**—see Schedule to Work.

**Disability**—the inability (whether physical and/or mental) of an eligible employee to perform all of the assigned duties of his regular occupation with FCPS.

**Disability Benefit**—the benefit payable to a Disabled Participant for the term and in the amount as provided in the Schedule of Benefits.

**Disability Date**—the date that Liberty Mutual determines that a Participant has become a Disabled Participant.

**Disabled Participant**—a Participant who has a Disability as determined by Liberty Mutual.

**Disease**—a disease resulting in a Disability covered by this Plan.

**Doctor or Physician**—a medical practitioner licensed to practice within a specified jurisdiction. The provider must be practicing within the scope of his license and may not be a relative of the employee.

**Effective Date**—July 1, 1999, or the first day of the month after your date of employment. If your first day of employment is the first day of the month and you are eligible and an Active Employee on that day, your coverage begins on that day.

**Eligible Employee**—a person who is entitled to earn sick leave according to Regulation 4819. An employee who is an hourly/paid temporary is not an Eligible Employee under this Plan.

**Elimination Period (STD)**—the 20-consecutive workday period during which an employee is waiting for the beginning of benefit payments under the STD Plan. When calculating the Elimination Period, Liberty Mutual may elect to count absences that are nonconsecutive if they are related to the same health condition and can be confirmed absences by your health care provider. Nonconsecutive absences only apply if you have not returned to work for two full calendar months (see Successive Disability).

**Employer**—Fairfax County Public Schools (FCPS).

**Employer Contributions**—the cost paid by FCPS to fund benefit payments, including, but not limited to, wage payments and the cost of mandatory and optional benefit programs.

## Glossary of Terms—Short-Term Disability *(cont'd.)*

**Fairfax County Public Schools (FCPS)**—Fairfax County Public Schools and the School Board.

**Family and Medical Leave Act (FMLA)**—the Family and Medical Leave Act of 1993. Absences covered by the STD Plan shall be applied to a participant's entitlement to FMLA.

**Hourly-Paid Temporary Employee**—an employee providing services to FCPS on a temporary at-will basis without benefit of a contract or other regular employment arrangement and who is not entitled to sick leave benefits under Regulation 4819. This shall include substitute teachers as well as other temporaries.

**Illness**—an illness resulting in a Disability covered by this Plan.

**Incapacity**—the inability of an eligible Participant to engage in any gainful employment due to Disease, Illness, or Injury.

**Independent Medical Examination (IME)**—an examination conducted by professionals of the same or different discipline as the employee's physician or provider. It includes a review of medical records, X-ray films, MRI's, CT's, and physical examination of the employee. It may include recommendations for additional testing to differentiate diagnosis or to further evaluate treatment plans. No conversation takes place between the examining physician and the treating physician nor is there follow-up treatment from the examining physician.

**Injury**—accidental bodily injury resulting in a Disability covered by this Plan. The Injury must occur and Disability must begin while the injured is a Participant.

**Internal Revenue Code**—the Internal Revenue Code of 1986, as amended, and the regulations promulgated hereunder.

**Leave of Absence (LOA)**—an unpaid absence (greater than 30 calendar days) granted by FCPS for any cause for a period specified under FCPS regulations, including an absence due to service in the United States armed forces.

**Long-Term Disability (LTD)**—any period of disability that exceeds the FCPS STD period and is approved by Liberty Mutual.

**Mental Health or Substance Abuse Disability**—any mental or psychological disorder with a primary diagnosis in the area of 290 to 319 under the International Classification of Diseases, 9th Revision, Clinical Modification (ICD-9-CM) promulgated by the World Health Organization or DSM-4. Such mental disorders include organic psychotic conditions and other psychoses, neurotic disorders, personality disorders, and other non-psychotic mental disorders, regardless of the underlying cause for such disorder, whether such underlying cause is mental health, substance abuse, organic, physical, or medical in origin.

**Organ Donation**— (NEED INFORMATION TO BE PLACED HERE)

**Occupational Injury or Sickness**—an injury or sickness covered by a state or federal Workers' Compensation law, occupational disease law, or similar law, whether or not a claim for benefits under such law(s) is actually made.

**Participant**—an Employee who has met the eligibility requirements for the Plan. The term Participant shall include any Disabled Participant or Rehabilitation Participant where appropriate in the context of this Plan.

**Peer Review**—a comprehensive review of the employee's medical records performed by a professional in the same discipline as the provider. It does not include a physical examination of the employee. It usually involves a conversation between the reviewer and treating provider about the treatment plan.

**Plan**—the Short-Term Disability (STD) Plan effective as of July 1, 1999.

## Glossary of Terms—Short-Term Disability *(cont'd.)*

**Plan Administrator**—Liberty Mutual.

**Plan Manager**—the Office of Benefit Services, Fairfax County Public Schools (FCPS).

**Preexisting Condition**—any illness or injury for which an Employee received medical care and treatment, including diagnostic measures, or took prescribed drugs prior to eligibility for coverage under this Plan. There are no Pre-existing Condition limitations under the STD Plan.

**Regular Pay Schedule**—the normal payroll schedule, not including any payments from wages withheld to provide paychecks for a 12-month period. For example, monthly paid employees on 10- or 11-month contracts who are eligible to receive STD benefits will receive 10 or 11 STD payments, respectively.

**Schedule to Work**—please review the following table:

Schedule to Work/Contracted Work Schedule		
Days	Months	Months in Contract
180-217	9 <sup>1</sup> / <sub>2</sub> , 9 <sup>3</sup> / <sub>4</sub> , 10 <sup>1</sup> / <sub>2</sub> , 10 <sup>3</sup> / <sub>4</sub>	10
218-232	11	11
233-260	12	12

**Short-Term Disability Period (STD)**—the five-month work period during which benefits are payable. The STD period excludes non-worked periods. For example, if a 10-month employee becomes disabled on June 1 and completes the Elimination Period prior to the end of the school year, the STD benefits would not be payable until the beginning of the next school year if the employee has current medical documentation submitted to Liberty Mutual supporting a continued disability. The non-worked months do not count for the Elimination Period or the payment of benefits.

**Social Security Benefits**—the amount of any federal Social Security benefits to which a Participant is or would be entitled upon proper application and without engaging in disqualifying employment, pursuant to the federal Social Security Act, as amended, as of a Participant's Disability Date.

**Successive Disability**—the occurrence of the same diagnosis as your prior Disability within two calendar months of your return to work.

## Glossary of Terms—Workers' Compensation

**Note:** *The following words and phrases, when used in this Plan with an initial capital letter, shall have the following meanings, unless the context clearly indicates otherwise. Where appropriate in the context of this Plan, the singular shall include the plural, and the masculine gender shall include the feminine gender and vice versa.*

**Active Employee**—a current employee of FCPS.

**ADA**—the Americans with Disabilities Act.

**Average Weekly Wage (AWW)**—the earnings paid in the position worked at the time of injury during the 52 weeks immediately preceding the date of the injury divided by 52.

**Claims Representative**—the claims adjuster assigned to process your medical bills and payment for lost wages.

**Commission (VWCC)**—Virginia Workers' Compensation Commission as well as its former designation as the Virginia Industrial Commission.

**Compensable**—a Workers' Compensation claim for benefits that is covered under the Virginia Workers' Compensation Act.

**Disability**—the inability (whether physical and/or mental) of an eligible employee to perform all of the assigned duties of his regular occupation with FCPS. You must be unable to perform all requirements of your job in order to receive disability benefits. The determination of disability shall be made by Liberty Mutual based on the available medical evidence. An employee who meets the definition of disability under this plan does not necessarily qualify as "disabled" for purposes of any other FCPS plan or benefits.

**Doctor or Physician**—a medical practitioner licensed to practice within a specified jurisdiction. The provider must be practicing within the scope of his license and may not be your relative. Except in the case of an emergency, the provider must be a part of the Panel of Physicians under the FCPS Workers' Compensation plan.

**Eligible Employee**—any person who receives monetary compensation from FCPS.

**Employer**—Fairfax County Public Schools (FCPS).

**EAR (Employer's Accident Report)**—formerly FROI (First Report of Injury), EAR is a form that provides notice to the Virginia Workers' Compensation Commission (VWCC) that an injury or occupational illness has occurred at the work place.

**FMLA**—the Family and Medical Leave Act of 1993. Absences covered by the Workers' Compensation Plan shall be applied to a participant's entitlement to FMLA.

**Hourly-Paid, Temporary Employee**—an employee providing services to FCPS on a temporary at-will basis without benefit of a contract or other regular employment arrangement, who is not entitled to sick leave benefits under FCPS Regulation 4819. This shall include substitute teachers as well as other temporaries. Such employees are covered by the Workers' Compensation Plan.

**Integrated Disability Management (IDM) Program**—the FCPS Disability Program consisting of the Short-Term Disability (STD) plan, the Long-Term Disability (LTD) plan, Workers' Compensation plan, and the coordination of benefits through all applicable programs.

**Leave Without Pay (LWOP)**—a period of absence from work when you have no leave to charge to receive compensation from FCPS.

**Long-Term Disability (LTD)**—any period of disability that exceeds the FCPS STD period and is approved by Liberty Mutual.

**Medical Provider**—see Panel of Physicians (p. 47).

## Glossary of Terms—Workers' Compensation *(cont'd.)*

**Occupational Injury or Illness**—an injury or illness covered by a state or federal workers' compensation law, occupational disease law, or similar law, whether or not a claim for benefits under such law(s) is actually made.

**Plan Administrator**—Liberty Mutual.

**Plan Manager**—the Office of Benefit Services, Fairfax County Public Schools (FCPS).

**Panel of Physicians**—a list of providers authorized by FCPS to treat employees who sustain an occupational injury or illness.

**Pre-Injury Salary**—salary earned 52 weeks prior to the incident date.

**Retirement Plans**—the defined benefit plans available for FCPS employees as follows:

**Educational Employees' Supplementary Retirement System of Fairfax County (ERFC)**—the mandatory retirement program for monthly paid, full-time educational, administrative, and support employees within the Fairfax County educational system.

**Virginia Retirement System (VRS)**—the mandatory retirement program for monthly paid, full-time educational, administrative, and support employees. The plan is sponsored by the Commonwealth of Virginia.

**Fairfax County Employees Retirement System (FCERS)**—the mandatory retirement program for bi-weekly paid full- and part-time maintenance, custodial, food service, and transportation employees and all other part-time (50 percent) employees. The plan is sponsored by Fairfax County.

**Short-Term Disability (STD)**—the five-month work period during which benefits are payable. The STD period excludes non-worked periods. For example, if a 10-month employee becomes disabled on June 1 and completes the Elimination Period prior to the end of the school year, the STD benefits would not be payable until the beginning of the next school year. The non-worked months do not count for the Elimination Period or the payment of benefits.

**Temporary Alternate Duty (TAD)**—a period of not more than 60 workdays that the Employee is performing either a different, sedentary group of tasks, or a modified version of the Employee's group of tasks.

**Waiting Period**—the seven (7) calendar day time period before wages are paid from Workers' Compensation.

**Work-Related Injury**—see Occupational Injury or Illness.

**Workers' Compensation**—a plan designed to pay medical expenses and, if necessary, replace lost wages if an Employee sustains an injury or contracts an illness determined to be a compensable injury or illness.

**Virginia Workers' Compensation Act**—the act that created the Virginia Workers' Compensation Commission (VWCC) to oversee the proper operation of Workers' Compensation programs by setting notification and pay requirements and monitoring compliance with the Act.

## Glossary of Terms—Long-Term Disability

**Note:** The following words and phrases, when used in this Plan with an initial capital letter, shall have the following meanings, unless the context clearly indicates otherwise. Where appropriate in the context of this Plan, the singular shall include the plural, and the masculine gender shall include the feminine gender and vice versa.

**Active Employment**—you must be actively at work for the Sponsor:

1. on a full-time or part-time basis and paid regular earnings;
2. for at least the minimum number of hours shown in the Schedule of Benefits; and either perform such work:
  - a. at the Sponsor’s usual place of business; or
  - b. at a location to which the Sponsor’s business requires you to travel.

You will be considered actively at work if you were actually at work on the day immediately preceding:

1. a weekend (except where one or both of these days are scheduled work days);
2. holidays (except when the holiday is a scheduled work day);
3. paid vacations;
4. any non-scheduled work day;
5. an excused leave of absence (except medical leave for your own disabling condition and lay-off); and
6. an emergency leave of absence (except emergency medical leave for your own disabling condition).

**Administrative Office**—Liberty Life Assurance Company of Boston, 100 Liberty Way, Dover, New Hampshire 03820.

**Any Occupation**—any occupation for which you are or become reasonably fitted by training, education, experience, age, and physical and mental capacity.

**Appropriate Available Treatment**—care or services which are:

1. generally acknowledged by Physicians to cure, correct, limit, treat, or manage the disabling condition;
2. accessible within your geographical region;
3. provided by a Physician who is licensed and qualified in a discipline suitable to treat the disabling Injury or Sickness;
4. in accordance with generally accepted medical standards of practice.

**Applicable to Employees who work 12 months per year:**

**Basic Monthly Earnings**—your gross monthly income from the Sponsor in effect just prior to the date of Disability or Partial Disability. It includes total income before taxes and any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. However, such earnings will not include bonuses, commissions, overtime pay, any other extra compensation, or income received from sources other than the Sponsor.

**Applicable to Employees who work 11 months per year:**

**Basic Monthly Earnings**—1/11th of your annual salary from the Sponsor in effect just prior to the date of Disability or Partial Disability. Annual salary is the total income before taxes and any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. However, such earnings will not include bonuses, commissions, overtime pay, any other extra compensation, or income received from sources other than the Sponsor. No benefit will be paid during July.

## Glossary of Terms—Long-Term Disability *(cont'd.)*

### Applicable to Employees who work 10 months per year:

**Basic Monthly Earnings**—1/10th of your annual salary from the Sponsor in effect just prior to the date of Disability or Partial Disability. Annual salary is the total income before taxes and any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. However, such earnings will not include bonuses, commissions, overtime pay, any other extra compensation, or income received from sources other than the Sponsor. No benefit will be paid during July and August.

**Consumer Price Index**—the government publication “The Consumer Price Index for Urban Wage Earners and Clerical Workers” provided monthly by the U.S. Department of Labor or its successor or, in the event of no successor, a similar Index of comparable purpose chosen by Liberty.

### Disability or Disabled—

1. if you are eligible for the 24 Month Own Occupation benefit, “**Disability**” or “**Disabled**” means that during the Elimination Period and the next 24 months of Disability you, as a result of Injury or Sickness, are unable to perform the Material and Substantial Duties of your Own Occupation; and
2. thereafter, you are unable to perform, with reasonable continuity, the Material and Substantial Duties of Any Occupation.

### Disability Benefits under a Retirement Plan—money that:

1. is payable under a Retirement Plan due to Disability as defined in that plan; and
2. does not reduce the amount of money which would have been paid as Retirement Benefits at the normal retirement age under the plan if the Disability had not occurred. (If the payment does cause such a reduction, it will be deemed a Retirement Benefit as defined in this plan.)

**Eligibility Date**—the date you become eligible for insurance under this plan. The Eligibility Requirements are shown in the Schedule of Benefits.

**Eligible Survivor**—your spouse, if living; otherwise, your children under age 25.

**Eligibility Waiting Period**—the continuous length of time you must be in Active Employment in an eligible class to reach your Benefit Eligibility Date.

**Elimination Period**—a period of consecutive days of Disability or Partial Disability for which no benefit is payable. The Elimination Period is shown in the Schedule of Benefits and begins on the first day of Disability.

If you return to work for any two calendar months or fewer during the Elimination Period and cannot continue, Liberty will count only those days you are Disabled or Partially Disabled to satisfy the Elimination Period.

Note: For the purposes of determining the Elimination Period, an Employee working Temporary Alternative Duty will be considered Partially Disabled.

Temporary Alternative Duty means a period of not more than 60 work days that the Employee is performing either a modified version of the Employee’s group of tasks or a different, sedentary group of tasks.

**Employee**—a person in Active Employment with the Sponsor.

**Extended Treatment Plan**—continued care that is consistent with the American Psychiatric Association’s standard principles of Treatment and is in lieu of confinement in a Hospital or an Institution. It must be approved in writing by a Physician.

## Glossary of Terms—Long-Term Disability *(cont'd.)*

**Family and Medical Leave**—a leave of absence for the birth, adoption, or foster care of a child, or for the care of your child, spouse, or parent or for your own serious health condition as those terms are defined by the Federal Family and Medical Leave Act of 1993 (FMLA) and any amendments, or by applicable state law.

**Gross Monthly Benefit**—your Monthly Benefit before any reduction for Other Income Benefits and Other Income Earnings.

**Hospital or Institution**—a facility licensed to provide Treatment for the condition causing your Disability.

**Indexed Basic Monthly Earnings**—your Basic Monthly Earnings in effect just prior to the date Disability or Partial Disability began adjusted on the first anniversary of benefit payments and each anniversary thereafter.

**Injury**—bodily impairment resulting directly from an accident and independently of all other causes. For the purpose of determining benefits under this plan:

1. any Disability which begins more than 60 days after an Injury will be considered a Sickness; and
2. any Injury which occurs before you are covered under this plan, but which accounts for a medical condition that arises while you are covered under this plan will be treated as a Sickness.

**Last Monthly Benefit**—the net Monthly Benefit payable to you prior to your death without any reduction for earnings received from employment.

**Material and Substantial Duties**—responsibilities that are normally required to perform your Own Occupation, or any other occupation, and cannot be reasonably eliminated or modified.

**Mental Illness**—a psychiatric or psychological condition classified as such in the most current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) regardless of the underlying cause of the Mental Illness. If the DSM is discontinued, Liberty will use the replacement chosen or published by the American Psychiatric Association.

**Monthly Benefit**—the monthly amount payable by Liberty to you if you are Disabled or Partially Disabled.

**Non-Verifiable Symptoms**—your subjective complaints to a Physician which cannot be diagnosed using tests, procedures, or clinical examinations typically accepted in the practice of medicine. Such symptoms may include, but are not limited to, dizziness, fatigue, headache, loss of energy, numbness, pain, ringing in the ear, and stiffness.

**Own Occupation**—the occupation that you were performing when your Disability or Partial Disability began. For the purposes of determining Disability under this plan, Liberty will consider your occupation as it is normally performed in the national economy.

**Partial Disability or Partially Disabled**—as a result of Injury or Sickness, you are able to:

1. perform one or more, but not all, of the Material and Substantial Duties of your Own Occupation or Any Occupation on an Active Employment or a part-time basis; or
2. perform all of the Material and Substantial Duties of your Own Occupation or Any Occupation on a part-time basis; and
3. earn between 20% and 80% of your Basic Monthly Earnings.

**Physician**—a person who:

1. is licensed to practice medicine and is practicing within the terms of his license; or
2. is a licensed practitioner of the healing arts in a category specifically favored under the health insurance laws of the state where the Treatment is received and is practicing within the terms of his license.

It does not include you or any family member.

## Glossary of Terms—Long-Term Disability *(cont'd.)*

**Proof**—the evidence in support of a claim for benefits and includes, but is not limited to, the following:

1. a claim form completed and signed (or otherwise formally submitted) by you claiming benefits;
2. an attending Physician's statement completed and signed (or otherwise formally submitted) by your attending Physician; and
3. the provision by the attending Physician of standard diagnosis, chart notes, lab findings, test results, x-rays and/or other forms of objective medical evidence in support of a claim for benefits.

Proof must be submitted in a form or format satisfactory to Liberty.

**Regular Attendance of a Physician**—your personal visits to a Physician, which are medically necessary according to generally accepted medical standards, to effectively manage and treat your Disability or Partial Disability.

**Retirement Benefit under a Retirement Plan**—money which:

1. is payable under a Retirement Plan either in a lump sum or in the form of periodic payments;
2. does not represent contributions made by you (payments which represent your contributions are deemed to be received over your expected remaining life regardless of when such payments are actually received); and
3. is payable upon:
  - a. early or normal retirement; or
  - b. Disability, if the payment does reduce the amount of money which would have been paid under the plan at the normal retirement age.

**Retirement Plan**—a plan which provides Retirement Benefits to you and which is not funded wholly by your contributions. The term shall not include a profit-sharing plan, informal salary continuation plan, registered retirement savings plan, stock ownership plan, 401(K), or a non-qualified plan of deferred compensation.

**Schedule of Benefits**—the section of this plan which shows, among other things, the Eligibility Requirements, Eligibility Waiting Period, Elimination Period, Amount of Insurance, Minimum Benefit, and Maximum Benefit Period.

**Sickness**—Illness, Disease, Pregnancy, or complications of Pregnancy.

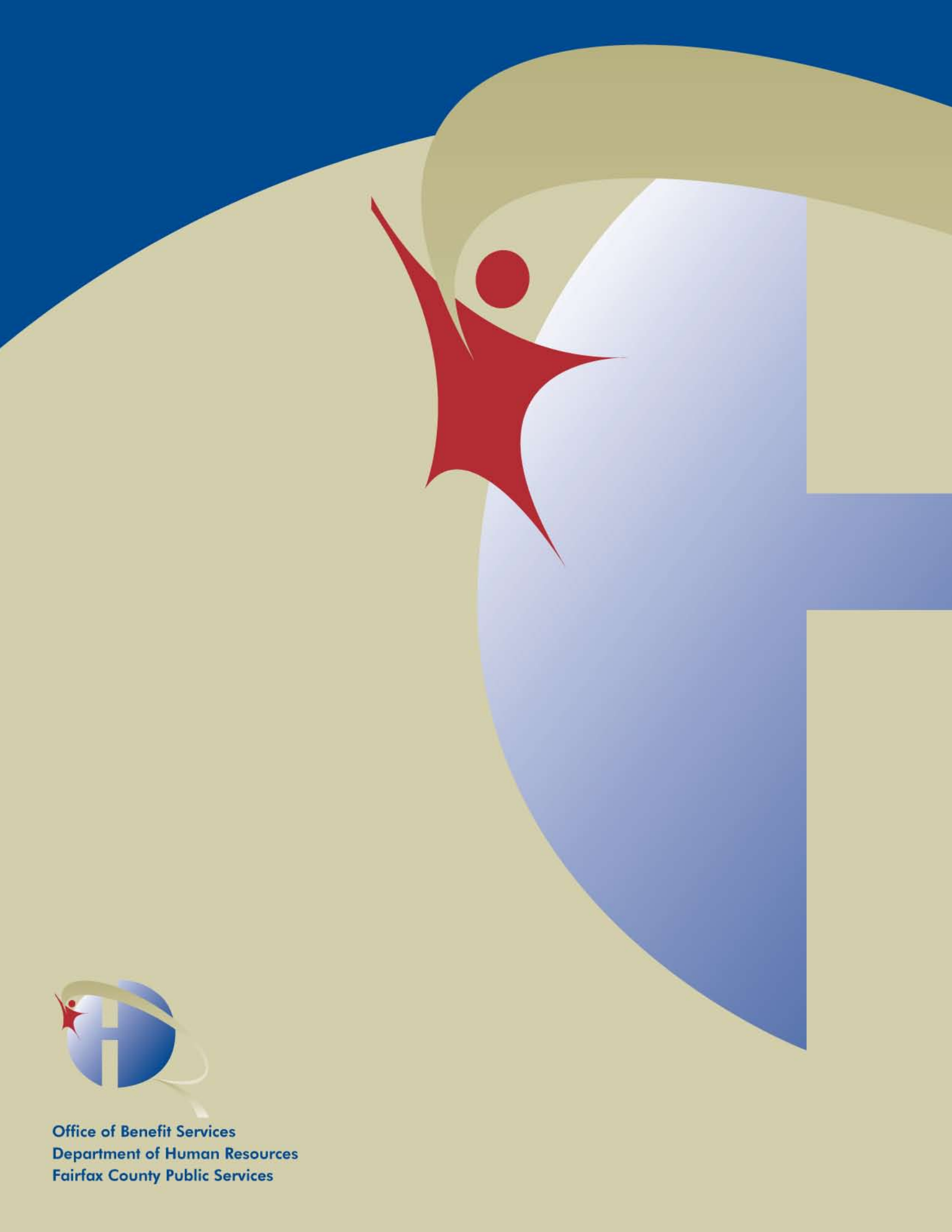
**Sponsor**—the entity to whom this plan is issued, (FCPS) Fairfax County Public Schools.

**Sponsor's Retirement Plan**—includes any Retirement Plan:

1. which is part of any Federal, State, Municipal, or Association retirement system; or
2. for which you are eligible as a result of employment with the Sponsor.

**Substance Abuse**—alcohol and/or drug abuse, addiction, or dependency.

**Treatment**—consulting; receiving care or services provided by or under the direction of a Physician including diagnostic measures; being prescribed drugs and/or medicines, whether you choose to take them or not; and taking drugs and/or medicines.



Office of Benefit Services  
Department of Human Resources  
Fairfax County Public Services