

**CERTIFICATE AND SUMMARY PLAN DESCRIPTION**

**SHORT TERM MEDICAL LEAVE PLAN**

Plan Sponsor has established a short term medical leave plan and agreed to provide Short Term Medical Leave Benefits according to the terms of this Plan Document. Plan Sponsor is solely responsible for payment of Short Term Medical Leave Benefits payable under the terms of this Plan.

Plan Sponsor has retained Standard Insurance Company as Claims Administrator for the Plan. Standard shall receive, process, investigate and evaluate claims for benefits. Standard has discretionary authority to make initial decisions to approve, deny or close claims for benefits. Standard is also authorized to review and decide appeals of denied or closed claims, if requested by claimants as provided in the appeal provision of the Plan. Thereafter, Plan Sponsor may elect to hear and decide any further appeals by claimants. In each case, Plan Sponsor retains the right of final review and decision on all claims and appeals.

Standard will also perform certain administrative services for the Plan, including advising and assisting Plan Sponsor with preparation and revision of the Plan and providing actuarial services. Standard has no authority or obligation with respect to management or investment of the assets of the Plan or Plan Sponsor's right of subrogation under the Plan.

This Plan and the individual applications, if any, of the Members constitute the entire Plan. Plan Sponsor has the right at anytime to amend or terminate this Plan or to require or change the amount of Member contributions. No change in this Plan will be valid unless approved by Plan Sponsor and evidenced by an amendment. No agent has authority to change this Plan or to waive any of its provisions.

For purposes of effective dates and ending dates under this Plan, all days begin and end at 12:00 midnight Standard Time at Plan Sponsor's address.

All provisions on this and the following pages are part of this Plan. "You" and "your" mean the Member. "We", "us", and "our" mean Plan Sponsor. Other defined terms appear with their initial letters capitalized. Section headings, and references to them, appear in boldface type.

## Table of Contents

COVERAGE FEATURES .....	1
GENERAL PLAN INFORMATION .....	1
SCHEDULE OF COVERAGE .....	1
MEMBER CONTRIBUTIONS .....	2
STATEMENT OF COVERAGE .....	3
BECOMING COVERED.....	3
WHEN YOUR COVERAGE BECOMES EFFECTIVE .....	3
ACTIVE WORK PROVISIONS .....	3
WHEN YOUR COVERAGE ENDS .....	4
REINSTATEMENT OF COVERAGE .....	4
DEFINITION OF DISABILITY .....	4
RETURN TO WORK PROVISIONS .....	5
TEMPORARY RECOVERY .....	6
WHEN SHORT TERM MEDICAL LEAVE BENEFITS END .....	6
BENEFITS AFTER COVERAGE ENDS OR IS CHANGED .....	7
EFFECT OF NEW DISABILITY .....	7
DISABILITIES EXCLUDED FROM COVERAGE .....	7
LIMITATIONS .....	7
CLAIMS .....	8
ALLOCATION OF AUTHORITY .....	10
TIME LIMITS ON LEGAL ACTIONS .....	10
CLERICAL ERROR .....	11
TERMINATION OR AMENDMENT OF THE PLAN.....	11
CONTINUED COVERAGE DURING SCHOOL VACATIONS .....	11
DEFINITIONS .....	11

## **Index of Defined Terms**

Active Work, Actively At Work, 3  
Allowable Periods, 6  
ATP Number, 1

Benefit Waiting Period, 1, 11

Claims Administrator, 1  
Class Definition, 1

Eligibility Waiting Period, 1  
Employer, 11  
Employer(s), 1

Hospital, 11

Injury, 11

L.L.C. Owner-Employee, 11

Maximum Benefit Period, 2, 12  
Member, 1, 3  
Mental Disorder, 12

Noncontributory, 12

P.C. Partner, 12  
Physical Disease, 12  
Physician, 12  
Plan Effective Date, 1  
Plan Sponsor, 1  
Pregnancy, 12  
Prior Plan, 12  
Proof Of Loss, 8

Regular Salary, 12

Short Term Medical Leave Benefit, 1, 12  
STD Benefit, 1, 12

Temporary Recovery, 6

War, 7  
Work Earnings, 5  
Working Days, 12

## COVERAGE FEATURES

This section contains many of the features of your short term medical leave coverage. Other provisions, including exclusions, limitations, and Deductible Income appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

---

### GENERAL PLAN INFORMATION

Plan Sponsor:	Lee's Summit R-7 School District
Employer(s):	Lee's Summit R-7 School District
Claims Administrator:	Standard Insurance Company
ATP Number:	648787-A
Plan Effective Date:	July 1, 2011

---

**Member means:**

1. A regularly scheduled employee (full-time or part-time) of the Employer who is receiving compensation included in the Employer contract and/or compensation summary;
2. Actively At Work at least 10 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days); and
3. A citizen or resident of the United States or Canada.

Member does not include a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

Class Definition:       None

---

### SCHEDULE OF COVERAGE

Eligibility Waiting Period:	You are eligible after having worked 90 contract and/or compensation working days as a Member.
-----------------------------	--

Eligibility Waiting Period means the period you must be a Member before you become eligible for coverage.

---

Short Term Medical Leave Benefit:	100% of your Regular Salary
Benefit Waiting Period:	The longer of (a) the period of sick leave for which you are eligible under the Employer's sick leave plan, and (b) one of the following:
For Noncontributory insurance:	
For Disability caused by accidental Injury:	10 consecutive or non-consecutive Working Days
For Disability caused by Physical Disease, Pregnancy or Mental Disorder:	10 consecutive or non-consecutive Working Days

Maximum Benefit Period: 115 days of paid Short Term Medical Leave

---

### MEMBER CONTRIBUTIONS

Coverage is: Noncontributory

## STATEMENT OF COVERAGE

If you become Disabled while covered under the Plan, we will pay Short Term Medical Leave Benefits according to the terms of the Plan after we receive Proof Of Loss satisfactory to us.

(ASO) ST.IC.OT.1X

## BECOMING COVERED

To become covered you must be a Member, complete your Eligibility Waiting Period, and meet the requirements in **Active Work Provisions** and **When Your Coverage Becomes Effective**.

You are a Member if you are:

1. A regularly scheduled employee (full-time or part-time) of the Employer who is receiving compensation included in the Employer contract and/or compensation summary;
2. Actively At Work at least 10 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as you are capable of Active Work on those days); and
3. A citizen or resident of the United States or Canada.

You are not a Member if you are a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

Eligibility Waiting Period means the period you must be a Member before you become eligible for coverage. Your Eligibility Waiting Period is shown in the **Coverage Features**.

(ASO\_VAR MBR DEF) ST.BI.OT.1X

## WHEN YOUR COVERAGE BECOMES EFFECTIVE

### A. When Coverage Becomes Effective

Subject to the **Active Work Provisions**, your coverage becomes effective as follows:

Noncontributory Coverage

Noncontributory coverage not subject to Medical History becomes effective on the date you become eligible.

(VAR EOI\_ASO\_WITH 60 DAY PD) ST.EF.OT.3X

## ACTIVE WORK PROVISIONS

### A. Active Work Requirement

You must be capable of Active Work on the day before the scheduled effective date of your coverage or your coverage will not become effective as scheduled. If you are incapable of Active Work because of Physical Disease, Injury, Pregnancy or Mental Disorder on the day before the scheduled effective date of your coverage, your coverage will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing with reasonable continuity the Material Duties of your Own Occupation at your Employer's usual place of business.

### B. Changes In Coverage

This Active Work requirement also applies to any increase in your coverage.

(ASO) ST.AW.OT.1

## **WHEN YOUR COVERAGE ENDS**

Your coverage ends automatically on the earliest of:

1. The date the last period ends for which a contribution was made for your coverage.
2. The date the Plan terminates.
3. The date your employment terminates.
4. The date you cease to be a Member. However, your coverage will be continued during the following periods when you are absent from Active Work, unless it ends under any of the above.
  - a. During the first 90 days of a temporary or indefinite administrative or involuntary leave of absence or sick leave, provided your Employer is paying you at least the same Regular salary paid to you immediately before you ceased to be a Member. A period when you are absent from Active Work as part of a severance or other employment termination agreement is not a leave of absence, even if you are receiving the same Regular Salary.
  - b. During a leave of absence if continuation of your coverage under the Plan is required by a state-mandated family or medical leave act or law.
  - c. During any other temporary leave of absence approved by your Employer in advance and in writing and scheduled to last 30 days or less. A period of Disability is not a leave of absence.
  - d. During the Benefit Waiting Period and while Short Term Medical Leave Benefits are payable.

(ASO) ST.EN.OT.1X

## **REINSTATEMENT OF COVERAGE**

If your coverage ends, you may become covered again as a new Member. However, the following will apply:

1. If you cease to be a Member because of a Disability that is not covered solely because of the exclusion for work related Disabilities, your coverage will end. However, if you become a Member again immediately after workers' compensation temporary benefits end, the Eligibility Waiting Period will be waived.
2. If your coverage ends because you cease to be a Member for any reason other than item 1 above, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
3. If your coverage ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your coverage will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.
4. In no event will coverage be retroactive.

(ASO\_NONOCC) ST.RE.OT.4

## **DEFINITION OF DISABILITY**

You are Disabled if you meet the following Own Occupation definition of Disability.

You are required to be Disabled only from your Own Occupation. You are Disabled from your Own Occupation if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder:

1. You are unable to perform with reasonable continuity the Material Duties of your Own Occupation; and
2. You suffer a loss of at least 20% in your Regular Salary when working in your Own Occupation.

Note: You are not Disabled merely because your right to perform your Own Occupation is restricted, including a restriction or loss of license.

You may work in another occupation while you meet the Own Occupation definition of Disability. However, you will no longer be Disabled when your Work Earnings from another occupation exceed 80% of your Regular Salary.

Own Occupation means any employment, business, trade, profession, calling or vocation that involves Material Duties of the same general character as the occupation you are regularly performing for your Employer when Disability begins. In determining your Own Occupation, we are not limited to looking at the way you perform your job for your Employer, but we may also look at the way the occupation is generally performed in the national economy. If your Own Occupation involves the rendering of professional services and you are required to have a professional or occupational license in order to work, your Own Occupation is as broad as the scope of your license.

Material Duties means the essential tasks, functions and operations, and the skills, abilities, knowledge, training and experience, generally required by employers from those engaged in a particular occupation, that cannot be reasonably modified or omitted. In no event will we consider working an average of more than 40 hours per week to be a Material Duty.

(WITH 40\_WITH PARTL) ST.DD.OT.1SX

## **RETURN TO WORK PROVISIONS**

### A. Return To Work Responsibility

No Short Term Medical Leave Benefits will be paid for any period of Disability when you are able to work in your Own Occupation and able to earn at least 20% of your Regular Salary, but you elect not to work.

### B. Return To Work Incentive

You may serve your Benefit Waiting Period while working if you meet the Own Occupation definition of Disability.

### C. Work Earnings Definition

Work Earnings means your gross weekly earnings from work you perform while Disabled, plus the earnings you could receive if you worked as much as you are able to, considering your Disability, in work that is reasonably available in your Own Occupation. Work Earnings includes sick pay, vacation pay, annual or personal leave pay or other salary continuation earned or accrued while working.

Earnings from work you perform will be included in Work Earnings when you have the right to receive them. If you are paid in a lump sum or on a basis other than weekly, we will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, we will use a reasonable one.

In determining your Work Earnings we:

1. Will use the financial accounting method you use for income tax purposes, if you use that method on a consistent basis.
2. Will not be limited to the taxable income you report to the Internal Revenue Service.
3. May ignore expenses under section 179 of the IRC as a deduction from your gross earnings.
4. May ignore depreciation as a deduction from your gross earnings.
5. May adjust the financial information you give us in order to clearly reflect your Work Earnings.

If we determine that your earnings vary substantially from week to week, we may determine your Work Earnings by averaging your earnings over the most recent four-week period. You will no longer

be Disabled when your average Work Earnings over the last four weeks exceed 80% of your Regular Salary.

**ST.RW.OT.1X**

## **TEMPORARY RECOVERY**

You may temporarily recover from your Disability during the Maximum Benefit Period, and then become Disabled again from the same cause or causes, without having to serve a new Benefit Waiting Period. Temporary Recovery means you cease to be Disabled for no longer than the applicable allowable period. See **Definition Of Disability**.

### **A. Allowable Period**

Employees with conditions that cause sporadic absences or who temporarily recover from a condition and then become disabled again from the same cause or causes may receive medical leave without having to serve a new Waiting Period as long as the absence occurs within 180 Working Days of the first Short Term Medical Leave day. Once an employee has Returned To Work for more than 180 Working Days, a new Waiting Period will begin before an employee may receive Short Term Medical Leave for the same or a related Disability.

### **B. Effect Of Temporary Recovery**

If your Temporary Recovery does not exceed the Allowable Period, the following will apply.

1. The Regular Salary used to determine your Short Term Medical Leave Benefit will not change.
2. The period of Temporary Recovery will count towards your Temporary Recovery Allowable Period.
3. No Short Term Medical Leave Benefits will be payable for the period of Temporary Recovery.
4. No Short Term Medical Leave Benefits will be payable after benefits become payable to you under any other disability coverage plan under which you become covered during your period of recovery.
5. Except as stated above, the provisions of the Plan will be applied as if there had been no interruption of your Disability.

**(ASO) ST.TR.OT.2X**

## **WHEN SHORT TERM MEDICAL LEAVE BENEFITS END**

Your Short Term Medical Leave Benefits end automatically on the earliest of:

1. The date you are no longer Disabled.
2. The date your Maximum Benefit Period ends.
3. The date you die.
4. The date benefits become payable to you under any other disability plan under which you become covered through employment during a period of Temporary Recovery.
5. The date you fail to provide proof of continued Disability and entitlement to Short Term Medical Leave Benefits.
6. The date your employment terminates.

**(ASO\_REV LTD LIM) ST.BE.OT.3X**

## **BENEFITS AFTER COVERAGE ENDS OR IS CHANGED**

During each period of continuous Disability, we will pay Short Term Medical Leave Benefits according to the terms of the Plan in effect on the date you become Disabled. Your right to receive Short Term Medical Leave Benefits will not be affected by:

1. Any amendment to the Plan that is effective after you become Disabled; or
2. Termination of the Plan after you become Disabled.

**ST.BA.OT.1X**

## **EFFECT OF NEW DISABILITY**

If a period of Disability is extended by a new cause while Short Term Medical Leave Benefits are payable, Short Term Medical Leave Benefits will continue while you remain Disabled. However, 1 and 2 below will apply.

1. Short Term Medical Leave Benefits will not continue beyond the end of the original Maximum Benefit Period.
2. All provisions of the Plan, including the **Disabilities Excluded From Coverage** and **Limitations** sections, will apply to the new cause of Disability.

**(ASO) ST.ND.OT.1X**

## **DISABILITIES EXCLUDED FROM COVERAGE**

### **A. War**

You are not covered for a Disability caused or contributed to by War or any act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.

### **B. Intentionally Self-Inflicted Injury**

You are not covered for a Disability caused or contributed to by an intentionally self-inflicted Injury, while sane or insane.

### **C. Work Related**

You are not covered for a Disability arising out of or in the course of any employment for wage or profit.

### **D. Violent Or Criminal Conduct**

You are not covered for a Disability caused or contributed to by your committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.

**(NONOCC) ST.XD.OT.1X**

## **LIMITATIONS**

### **A. Care Of A Physician**

You must be under the ongoing care of a Physician in the appropriate specialty as determined by us during the Benefit Waiting Period. No Short Term Medical Leave Benefits will be paid for any period of Disability when you are not under the ongoing care of a Physician in the appropriate specialty as determined by us.

B. Occupational Benefits

No Short Term Medical Leave Benefits will be paid for any period when you are eligible to receive benefits for your Disability under a workers' compensation law or similar law. If your claim for these benefits is accepted, compromised or settled (whether disputed or undisputed), you must repay us for the full amount of any payments we make to you while your claim for occupational benefits is pending.

C. Paid Sick Leave Or Other Salary Continuation

No Short Term Medical Leave Benefits will be paid for any period when you are receiving paid sick leave pay, annual or personal leave pay, or other salary continuation, including donated amounts, (but not vacation pay) from your Employer.

D. Imprisonment

No Short Term Medical Leave Benefits will be paid for any period of Disability when you are confined for any reason in a penal or correctional institution.

E. Return To Work Responsibility

No Short Term Medical Leave Benefits will be paid for any period of Disability when you are able to work in your Own Occupation and able to earn at least 20% of your Regular Salary, but you elect not to work.

F. Rehabilitation Program

No Short Term Medical Leave Benefits will be paid for any period of Disability when you are not participating in good faith in a plan, program or course of medical treatment or vocational training or education approved by us unless your Disability prevents you from participating.

(ASO\_NONOCC\_RTW\_RSP\_MAND\_REHB) ST.LM.OT.1X

## CLAIMS

A. Filing A Claim

Claims should be filed on our forms. If you do not receive our forms within 15 days after you ask for them, you may submit your claim in a letter to us. The letter should include the date Disability began, and the cause and nature of the Disability.

B. Time Limits On Filing Proof Of Loss

You must give us Proof Of Loss within 90 days after the end of the Benefit Waiting Period. If you cannot do so, you must give it to us as soon as reasonably possible, but not later than one year after that 90-day period. If Proof Of Loss is filed outside these time limits, your claim will be denied. These limits will not apply while you lack legal capacity.

C. Proof Of Loss

Proof Of Loss means written proof that you are Disabled and entitled to Short Term Medical Leave Benefits. Proof Of Loss must be provided at your expense.

For claims of Disability due to conditions other than Mental Disorders, we may require proof of physical impairment that results from anatomical or physiological abnormalities which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques.

D. Documentation

Completed claims statements, a signed authorization for us to obtain information, and any other items we may reasonably require in support of a claim must be submitted at your expense. If the required documentation is not provided within 30 days after we mail our request, your claim may be denied.

#### E. Investigation Of Claim

We may investigate your claim at any time.

At our expense, we may have you examined at reasonable intervals by specialists of our choice. We may deny or suspend Short Term Medical Leave Benefits if you fail to attend an examination or cooperate with the examiner.

#### F. Time Of Payment

We will pay Short Term Medical Leave Benefits within 60 days after you satisfy Proof Of Loss.

Short Term Medical Leave Benefits will be paid to you on your normal payroll dates. Short Term Medical Leave Benefits remaining unpaid at your death will be paid to your estate.

#### G. Notice Of Decision On Claim

We will evaluate your claim promptly after you file it. Within 45 days after we receive your claim we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for 30 days. Before the end of this extension period we will send you: (a) a written decision on your claim; or (b) a notice that we are extending the period to decide your claim for an additional 30 days. If an extension is due to your failure to provide information necessary to decide the claim, the extended time period for deciding your claim will not begin until you provide the information or otherwise respond.

If we extend the period to decide your claim, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) any additional information we need to resolve those issues.

If we request additional information, you will have 30 days to provide the information. If you do not provide the requested information within 30 days, we may decide your claim based on the information we have received.

If we deny any part of your claim, you will receive a written notice of denial containing:

- a. The reasons for our decision.
- b. Reference to the parts of the Plan on which our decision is based.
- c. A description of any additional information needed to support your claim.
- d. Information concerning your right to a review of our decision.

#### H. Review Procedure

If all or part of a claim is denied, you may request a review. You must request a review in writing within 45 days after receiving notice of the denial.

You may send us written comments or other items to support your claim. You may review and receive copies of any non-privileged information that is relevant to your request for review. There will be no charge for such copies. You may request the names of medical or vocational experts who provided advice to us about your claim.

The person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgment, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgment and will not be subordinate to that person. Our review will include any written comments or other items you submit to support your claim.

We will review your claim promptly after we receive your request. Within 45 days after we receive your request for review we will send you: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days. If the extension is due to your failure to provide information necessary to decide the claim on review, the extended time period for review of your claim will not begin until you provide the information or otherwise respond.

If we extend the review period, we will notify you of the following: (a) the reasons for the extension; (b) when we expect to decide your claim on review; and (c) any additional information we need to decide your claim.

If we request additional information, you will have 30 days to provide the information. If you do not provide the requested information within 30 days, we may conclude our review of your claim based on the information we have received.

If we deny any part of your claim on review, you will receive a written notice of denial containing:

- a. The reasons for our decision.
- b. Reference to the parts of the Plan on which our decision is based.
- c. Information concerning your right to receive, free of charge, copies of non-privileged documents and records relevant to your claim.

#### I. Assignment

The rights and benefits under the Plan are not assignable.

(ASO\_REV PUB WRDG) ST.CL.OT.2

### **ALLOCATION OF AUTHORITY**

We have full and exclusive authority to control and manage the Plan, to administer claims, and to interpret the Plan and resolve all questions arising in its administration, interpretation, and application of the Plan.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Plan and any claim under it;
3. The right to determine:
  - a. Eligibility for coverage;
  - b. Entitlement to benefits;
  - c. The amount of benefits payable;
  - d. The sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Plan, any decision we make in the exercise of our authority is conclusive and binding.

(ASO) ST.AL.OT.2

### **TIME LIMITS ON LEGAL ACTIONS**

No action at law or in equity may be brought until 60 days after you have given us Proof Of Loss. No such action may be brought more than three years after the earlier of:

1. The date we receive Proof Of Loss; and

2. The time within which Proof Of Loss is required to be given.

ST.TL.OT.1

### CLERICAL ERROR

Clerical error by us, your Employer, Claims Administrator, or their respective employees or representatives will not:

1. Cause a person to become covered.
2. Invalidate coverage under the Plan otherwise validly in force.
3. Continue coverage under the Plan otherwise validly terminated.

(ASO) ST.CE.OT.2

### TERMINATION OR AMENDMENT OF THE PLAN

We may terminate the Plan in whole, and may terminate coverage for any class or group of Members, at any time.

Benefits under the Plan are limited to its terms, including any valid amendment. No change or amendment will be valid unless approved by us and evidenced by an amendment.

No agent has authority to change or amend the Plan or to waive any of its terms or provisions.

Any such change or amendment of the Plan may apply to current or future Members or to any separate classes or groups of Members.

(ASO) ST.TA.OT.2

### CONTINUED COVERAGE DURING SCHOOL VACATIONS

If you cease to be a Member because of a school break or vacation, your coverage will be continued during that period.

ST.SV.OT.1

### DEFINITIONS

Benefit Waiting Period means the period you must be continuously or non-continuously Disabled before Short Term Medical Leave Benefits become payable and includes any period for which a Member is eligible to receive salary continuation from the Employer due to an Employer-designated pandemic period. No Short Term Medical Leave Benefits are payable for the Benefit Waiting Period. See **Coverage Features**.

Employer means an employer (including approved affiliates and subsidiaries) for which coverage under the Plan is approved in writing by us.

Hire date means the first day of an employee's contract and/or compensation summary for which compensation is earned.

Hospital means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians. Rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals.

Injury means an injury to the body.

L.L.C. Owner-Employee means an individual who owns an equity interest in an Employer and is actively employed in the conduct of the Employer's business.

Maximum Benefit Period means the longest period for which Short Term Medical Leave Benefits are payable for any one period of continuous Disability, whether from one or more causes. The Maximum Benefit Period does not include any period for which a Member is eligible to receive salary continuation from the Employer due to an Employer-designated pandemic period. It begins at the end of the Benefit Waiting Period. No Short Term Medical Leave Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. See **Coverage Features**.

Mental Disorder means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome, regardless of cause (including any biological or biochemical disorder or imbalance of the brain) or the presence of physical symptoms. Mental Disorder includes, but is not limited to, bipolar affective disorder, organic brain syndrome, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, anxiety and anxiety disorders.

Noncontributory means (a) coverage is nonelective and the Plan Sponsor or Employer pay the entire cost of coverage; or (b) the Plan Sponsor or Employer require all eligible Members to have insurance and to pay all or part of the cost of coverage.

P.C. Partner means the sole active employee and majority shareholder of a professional corporation in partnership with the Plan Sponsor.

Physical Disease means a physical disease entity or process that produces structural or functional changes in your body as diagnosed by a Physician.

Physician means a licensed M.D. or D.O., acting within the scope of the license. Physician does not include you or your spouse, or the brother, sister, parent, or child of either you or your spouse.

Plan means the group Short Term Medical Leave income benefit plan established by Plan Sponsor and identified by the ATP Number.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your Employer's short term medical leave plan in effect on the day before the effective date of your Employer's coverage under the Plan and which is replaced by the Plan.

Regular Salary means the pay that is included in a contract and/or compensation summary.

Short Term Medical Leave Benefit means a benefit payable to you under the terms of the Plan.

Working Days are defined for purposes of the Eligibility Waiting Period as those days an individual is required to report to work as determined by the employee's working day calendar. Unscheduled working days (such as Spring and Winter Break, etc.) shall not count as a Working Day. All emergency closure days and make-up days will not count as a Working Day for the purposes of the Eligibility Waiting Period, Benefit Waiting Period and Short Term Medical Leave. Partial day absences shall be counted as a full day for the purposes of short-term medical leave.

A whole or partial day worked is considered a day worked for purposes of satisfying the Eligibility Waiting Period. Personal, vacation time and/or any other whole day absence will not be considered a day worked for purposes of satisfying the Eligibility Waiting Period; however, professional absences approved by the employee's supervisor will be considered a day worked for purposes of satisfying the Eligibility Waiting Period.

(ATP) ST.DF.OT.1X

**MO/STDC2000X (ASO)**