CTA
DEATH & DISMEMBERMENT
Plan
and
Summary Plan
Description

Underwritten by: The CTA Economic Benefits Trust
Administered by: The CTA Member Benefits Department
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CTA Death & Dismemberment Plan
and
Summary Plan Description

The California Teachers Association ("CTA") is pleased to provide the CTA Death & Dismemberment Plan for the benefit of CTA members. The terms of the Plan, as amended through September 1, 2007, are contained in this Plan and Summary Plan Description. Members (as described below) of CTA are automatically covered under the CTA Death & Dismemberment Plan. These benefits are provided by the California Teachers Association Economic Benefits Trust ("Trust") at no charge to Eligible Members of CTA. This Plan was first effective January 1, 1996. Additional benefits for Association Leaders and occupational accidents were added to the Plan effective April 1, 1999.

I. DEFINITIONS

The following terms when used in this Summary mean as defined below:

Accident is an unexpected happening that results in the Death or bodily injury of a Member of CTA while covered under the Plan. The term includes Death by homicide. The term does not include: a suicide, attempt at suicide, or an intentionally self-inflicted injury, disease, or infirmity; bacterial infections, except those which occur with and through a cut or wound at the time of an Accident; or medical or surgical treatment, except as required by an Accident and performed within 90 days of an Accident.

Assault is a violent physical attack.

Association Leader is a CTA Member who is serving in an official capacity for CTA, a local chartered affiliate of CTA, or the National Education Association.

This class of individuals can include, but is not necessarily limited to, elected officers, executive committee members, members of boards of directors, members of duly constituted standing and special committees, association or building representatives, and others deemed by the Plan Administrator to be officially designated to act on behalf of CTA, a local chartered affiliate of CTA, or the National Education Association.

Beneficiary is a person or persons identified by a Member of CTA to receive the Death Benefit in the event of the Death of the Member of CTA. In the event a Beneficiary has not been designated, or does not survive the Member, the Death Benefit will be payable in the order of priority described in Article V.B.

Dismemberment is the loss of sight (defined as total and irrevocable loss of sight of either eye) and/or the loss of a hand or foot (defined as severance at or above the wrist or ankle).

Eligible Member of CTA or Member means an active CTA member in good standing, with the following exceptions: (1) CTA/NEA-Retired Annual; (2) CTA/NEA-Retired Life; (3) CTA-Retired Annual; (4) CTA-Retired Life; and (5) Agency Fee Payers.

Occurrence is a single event that results in either a single or multiple Dismemberment.

Participant is a Member on September 1 of any year who became a Member before that date and who has not ceased to be a Member. Only Participants who satisfy the requirements specified herein are entitled to benefits under this Plan.

Plan means the CTA Death & Dismemberment Plan as set forth in this document and as amended.

Summary means this Plan and Summary Plan Description.

Years of Continuous Membership means as defined in Article III.

II. PARTICIPATION

A. When Coverage Begins

All Eligible Members of CTA are automatically Participants in this Plan on the September 1st following the date they become an Eligible Member of CTA.

B. Termination of Coverage

Prior to September 1, 2007, coverage under the Plan and eligibility for benefits ends on the date a person ceases to be an Eligible Member of CTA.

Effective September 1, 2007, coverage under this Plan and eligibility for benefits ends on the September 1st following the date a person ceases to be an Eligible Member of CTA, unless such person renews his or her CTA membership prior to that September 1st .

III. YEARS OF CONTINUOUS MEMBERSHIP

A. Years of Continuous Membership

Years of Continuous Membership are counted to determine the amount of the benefit payable under this Plan. One Year of Continuous Membership is earned on September 1 of each calendar year that a person is a Member of CTA. Fractions of a year are not counted. A Member earns their first Year of Continuous Membership on September 1 following the date they first become a Member.

Years of Continuous Membership earned before January 1, 1996, will be counted if there was no interruption of membership, as described in Article III.B.

The maximum Years of Continuous Membership is ten (10).

The Plan relies exclusively on CTA to calculate Years of Continuous Membership and to provide such information to the Plan. The Plan cannot independently alter or calculate a person's Years of Continuous Membership.

B. Interruption of Membership and Forfeiture of Years of Continuous Service

When a Participant's coverage under this Plan terminates pursuant to Article II.B, his or her previous Years of Continuous Membership are forfeited. If that person again becomes a Participant, their forfeited Years of Continuous Membership will not be counted to determine their benefit.

C. Exception for Leave of Absence

As an exception to Sections II. B. and III. B., effective May 1, 2004, if a person's Membership ceases while on an unpaid leave of absence for his or her own serious health condition, and he or she dies or suffers a dismemberment before the earlier of the end of such leave or 180 days after such leave began, such person will be deemed to be a Member and will be deemed not to have incurred an interruption in Membership as of the date of death or dismemberment.

IV. BENEFITS

A benefit is payable in the event of the Death or Dismemberment of a Participant who has at least one Year of Continuous Membership and was an employee of an institution devoted primarily to education on the date of Death or Dismemberment. The amount of the benefit is determined in accordance with this Article IV.

A. Death Benefit

Upon the Death of a Participant, the benefit payable is an amount equal to the number of Years of Continuous Membership multiplied by $200 per year, up to a maximum benefit of $2,000.

B. Accidental Death Benefit

If the Death of a Participant is caused by an Accident or Assault and occurs within 90 days of the Accident or Assault, the benefit payable is an amount equal to the number of Years of Continuous Membership multiplied by $1,000 per year, up to a maximum benefit of $10,000. This benefit is in addition to the Death Benefit provided under Article IV.A. This benefit will not be paid if the Accidental Dismemberment Benefit has been paid as a result of the same Accident or Assault.

C. Accidental Dismemberment Benefit

In the event Dismemberment of a Participant is caused by an Accident or an Assault and occurs within 90 days of the Accident or Assault, the benefit payable is an amount equal to the number of Years of Continuous Membership multiplied by $1,000 per year, up to a maximum benefit of $10,000 per Occurrence. This benefit will not be paid if the Accidental Death Benefit has been paid as a result of the same Accident or Assault.

D. Occupation/Association Leader Accidental Death & Dismemberment Benefit

If a Participant's Death is caused by an Accident or Assault which occurs 1) while the Participant is engaged in any activity which is within the express or implied terms of the Participant's occupation, or 2) while the Participant is acting in the capacity of an Association Leader, and Death occurs within 90 days of the Accident or Assault, in lieu of the benefit stated in Article IV.B., the benefit payable is $50,000. This benefit is in addition to the Death Benefit provided under Article IV.A.

This benefit will not be paid if the Occupation/Association Leader Dismemberment Benefit has been paid as a result of the same Accident or Assault.

If a Participant's Dismemberment is caused by an Accident or an Assault which occurs 1) while the Participant is engaged in any activity which is within the express or implied terms of the Participant's occupation, or 2) while the Participant is acting in the capacity of an Association Leader, and Dismemberment occurs within 90 days of the Accident or Assault, in lieu of the benefit stated in Article IV.C., the benefit payable is $50,000 per Occurrence.

This benefit will not be paid if the Accidental Death Benefit has been paid as a result of the same Accident or Assault.

Activities that are not considered "within the express or implied terms of the Participant's occupation" include: (1) commuting to or from the Participant's regular work site before or after the regular school day; or (2) any type or manner of personal business or errand.

If the Participant is required by his or her employer to work outside of the hours of the regular school day (such as to work during an open house), traveling to or

from the Participant's regular work site to attend such work does not constitute "commuting to or from the Participant's regular work site before or after the regular school day."

A "Participant is acting in the capacity of an Association Leader" while he or she is traveling directly to or directly from an Association Leader activity, unless such activity is at the Participant's regular work site and during the Participant's regular school day.

Article IV.D. applies to Deaths or Dismemberments caused by Accidents or Assaults that occurred on or after April 1, 1999.

The following outlines the benefit payment schedule:

Number of Years of Continuous Membership	Death Benefit	Accidental Death & Accidental Dismemberment Benefit	Occupation/Association Leader Accidental Death & Dismemberment Benefit
1	$200	$1,000	$50,000
2	$400	$2,000	$50,000
3	$600	$3,000	$50,000
4	$800	$4,000	$50,000
5	$1,000	$5,000	$50,000
6	$1,200	$6,000	$50,000
7	$1,400	$7,000	$50,000
8	$1,600	$8,000	$50,000
9	$1,800	$9,000	$50,000
10 or more years	$2,000 Maximum Benefit	$10,000 Maximum Benefit	$50,000

E. Exclusions

No benefit shall be payable under Article IV.B., C. or D. if the Death or Dismemberment directly or indirectly, wholly or partly, results from any of the following causes:

(1) suicide, attempted suicide or intentionally self-inflicted injury while sane or insane;

(2) bodily or mental infirmity or disease of any kind; bacterial infections, except those which occur with and through a cut or wound at the time of an Accident; or medical or surgical treatment, except as required by an Accident and performed within 90 days of an Accident;

(3) participation in a riot or the commission of or the attempt to commit an Assault or felony by the individual;

(4) war, whether declared or undeclared, or insurrection;

(5) travel or flight in any species of aircraft, except as a fare-paying passenger in a licensed commercial aircraft operated on a regular schedule by a certified passenger carrier over its established air route; and

(6) after voluntarily entering the Armed Forces of the United States.

V. PAYMENT OF BENEFITS AND DESIGNATION OF BENEFICIARY

The Death Benefit, Accidental Death & Accidental Dismemberment Benefit, and Occupation/Association Leader Accidental Death & Dismemberment Benefit are payable in one lump sum in accordance with this Article.

A. Designated Beneficiary for the Death Benefit, Accidental Death Benefit or Occupation/Association Leader Accidental Death Benefit

A Participant may name anyone as his or her Beneficiary for the Death Benefit, Accidental Death Benefit, or Occupation/Association Leader Accidental Death Benefit on a paper or online form approved by and filed with the Plan.

A Participant may change Beneficiary designations at any time by giving notice 1) via an online form approved by the Plan whereby the effective date of the change is thedate the form is submitted to the Plan Administrator, or 2) via a paper form approved by the Plan whereby the effective date of the change is the date the form is signed. However, the Plan is not liable for any amount paid to a previously designated Beneficiary or Preference Beneficiary before an approved form requesting a change or designation of a Beneficiary is actually received by the Plan.

If more than one Beneficiary is named, they will share equally.

B. Preference Beneficiary for the Death Benefit, Accidental Death Benefit or Occupation/Association Leader Accidental Death Benefit

If there is no named Beneficiary, or if the named Beneficiary or Beneficiaries do not survive the Participant, the Death Benefit, Accidental Death Benefit or Occupation/Association Leader Accidental Death Benefit will be paid to the Participant's relatives or estate as follows:

(1) to his or her spouse, if none, then

(2) to his or her children, including stepchildren and legally adopted children, in equal shares, if none, then

(3) to his or her parents, including adoptive parents, in equal shares, if none, then

(4) to his or her brothers and sisters in equal shares, if none, then

(5) to his or her executor or administrator.

If two or more persons become entitled to benefits as Preference Beneficiaries, they shall receive equal shares. The Plan may rely on a declaration by a person in any of the foregoing classes as the basis for the payment. Payment made before the Plan receives written notice of a claim by some other person is a complete discharge of the Plan's liabilities and releases the Plan and its agents from any claim for benefits or damages from any other person.

Death Benefits, Accidental Death Benefits or Occupation/Association Leader Accidental Death Benefits payable to a minor will be paid to the legally appointed guardian of the minor's estate. If there is no guardian, the benefits may be paid to the adult or adults who the Plan determines to have assumed the custody and main support of the minor, or as otherwise permitted under California law.

No person who has been convicted of the murder or voluntary manslaughter of a Participant shall be entitled to receive any portion of the Death Benefit, Accidental Death Benefit or Occupation/Association Leader Accidental Death Benefit provided under this Plan and the portion thereof to which he or she would have been entitled shall be paid to the other person(s) entitled thereto pursuant to Article V.A. or B.

If a person is accused of the murder or voluntary manslaughter of a Participant, payment of the Death Benefit, Accidental Death Benefit or Occupation/Association Leader Accidental Death Benefit shall be suspended while criminal proceedings are pending.

C. Beneficiary for the Accidental Dismemberment Benefit or Occupation/Association Leader Dismemberment Benefit

Dismemberment Benefits are payable to the Participant.

If a Participant is not competent to give a valid receipt for their benefit and the payment has not been claimed by a legally appointed representative, the Plan may, in the discretion of the Trustees or its designee, pay the Dismemberment Benefit to any individual or institution providing for the Participant's care and maintenance.

D. Forfeiture

After the inception of the Plan, all payments to Participants, Beneficiaries or providers, and any income or other increment thereon, that are not negotiated within thirty-five (35) months after date of issue are forfeited to the Trust.

VI. CLAIMS

These claims procedures are effective for claims filed on or after January 1, 2002.

A. Claims for Benefits

All claims for benefits shall be filed by a Participant or Beneficiary, or an authorized representative of a Participant or Beneficiary (collectively referred to as the claimant), using forms provided by the Plan. Documentation may be required showing that an individual is, in fact, an authorized representative. Claim forms and information on how to file a claim are available by telephone from the CTA Member Benefits Department at (650) 552-5200, or by mail by writing to:

CTA Death & Dismemberment Plan
Member Benefits Department
California Teachers Association
P.O. Box 933
Burlingame, California 94011-0933
Email address: member_benefits@cta.org

Prior to paying claims, the Plan will verify that the Participant was a Member of CTA who was employed by an institution devoted primarily to education on the date of Death or Dismemberment.

The Accidental Death & Accidental Dismemberment Benefit or the Occupation/ Association Leader Accidental Death & Dismemberment Benefit will not be paid unless a claim is filed within one year after the date of the Accidental loss.

The Death Benefit will not be paid unless a claim is filed within one year of the date of Death.

The Plan, at its own expense, has the right to have a medical examination of a Participant who files a claim for the Accidental Dismemberment Benefit.

The Plan may rely upon a Death certificate as evidence of the date of Death and whether Death was due to an Accident or Assault. In addition, the Plan, at its own expense, may rely on an independent medical review and other relevant documents necessary to adjudicate claims.

Each claimant shall furnish to the Plan any information or proof requested by it and reasonably required to administer the Plan. Failure on the part of any claimant to comply with such request completely and in good faith shall be sufficient grounds for denying, suspending or discontinuing benefits to such person.

If conflicting claims are received concerning any benefit payable under the Plan, the Plan may withhold distribution of benefits until all claimants involved consent to the distribution or waive their claim to benefits.

B. Notice of Claim Denial

If a claim is wholly or partially denied, the claimant shall receive a written notice of denial containing the following:

- The specific reason(s) for denial;
- Reference to the specific Plan provisions on which the denial is based;
- A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
- Appropriate information as to the steps to be taken if the claimant wishes to appeal the denial of the claim, including a description of the Plan's appeals procedures, the time limits applicable to such procedures, and a statement of the claimant's right to bring a civil action under ERISA Section 502(a) following a denial on appeal.

Such written notice of denial shall be given within 90 days after the claim is received by the Plan, unless special circumstances require an extension of time for processing the claim. If such an extension is required, written notice shall be furnished to the claimant within 90 days of the time the claim is filed, stating the special circumstances requiring an extension of time and the date by which a decision on the claim can be expected, which shall not be more than 180 days from the date the claim was filed.

If the written notice of denial is not given within the time required, the claimant will be deemed to have exhausted the administrative remedies available under the Plan and will be entitled to pursue any available remedies under ERISA Section 502(a) on the basis that the Plan failed to provide a reasonable claims procedure that would yield a decision on the merits of the claim.

C. Right of Appeal

The claimant may appeal the claim denial by filing a written appeal within 60 days after receipt of the written notice of denial. The Trustees or their designee may consider a late appeal if they conclude the delay in filing was for reasonable cause; however, in no event will an appeal be considered if it is filed more than twelve months after receipt of the written notification of denial.

When any appeal is received, the claim and its denial shall receive a full and fair review by the Trustees or any person to whom they delegate this function.

As part of the review procedure, the claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim.

The claimant may also submit comments, documents, records, and other information to be considered by the Trustees, without regard to whether such information was submitted or considered in the initial review.

However, the claimant shall have no right to appear personally before the reviewing group unless that group concludes that such an appearance would be of value in enabling it to perform its obligations hereunder.

A written notice of decision on the appeal of a claim denial shall be furnished to the claimant, which contains: (i) the specific reason(s) for the decision; (ii) references to the specific Plan provisions on which the decision is based; (iii) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim; and (iv) a statement of the claimant's right to bring an action under ERISA Section 502(a) following the denial of the claim on appeal.

Such written notice of decision on appeal shall be given within 60 days after receipt of the request for appeal, unless special circumstances require an extension of time for processing the appeal.

If such an extension is required, written notice shall be furnished to the claimant within 60 days of the time the appeal is filed, stating the special circumstances requiring an extension of time and the date by which a decision on the appeal can be expected, which shall not be more than 120 days from the date the appeal was filed.

If the reason for taking an extension, however, is to obtain necessary information from the claimant, the Plan will be permitted more time to decide the appeal. The claimant will be provided with a written request specifying the information required and will be given at least 90 days to provide that information. If the claimant does not timely respond to the Plan's request, the Plan will notify the claimant in writing at least 30 days before the final decision on review is made, that such decision will be made regardless of whether the claimant responds.

If the written notice of decision on appeal is not given within the time required, the claimant will be deemed to have exhausted the administrative remedies available under the Plan and will be entitled to pursue any available remedies under ERISA Section 502(a) on the basis that the Plan failed to provide a reasonable claims procedure that would yield a decision on the merits of the claim.

No action shall be brought against the Trust or the Plan until after exhaustion of the claims and appeals procedures. No such action shall be brought more than one year after the end of the time within which a claim must be filed.

VII. BENEFIT FUNDING AND ADMINISTRATION

A. Plan Sponsor

The California Teachers Association is the Plan Sponsor and is responsible for determining the basis on which the Plan will be funded. The California Teachers Association Employer Identification Number is 94-0362310.

B. Plan Number

The CTA Death & Dismemberment Plan is provided through the CTA Economic Benefits Trust (Plan Number 590).

C. Plan Administrator

The Plan Administrator for the CTA Death & Dismemberment Plan is CTA through its Member Benefits Department.

The address, telephone number, website and e-mail of the Plan Administrator are:

Member Benefits Department
California Teachers Association
P.O. Box 933
Burlingame, California 94011-0933
(650) 552-5200
www.cta.org
Email: member_benefits@cta.org

Contract administrators may also be employed to assist in administering the Plan.

D. Board of Trustees

All assets of the Plan are in a separate tax-exempt trust known as the California Teachers Association Economic Benefits Trust ("Trust"). The Board of Trustees of the Trust are the individuals who hold the office of CTA President, CTA Vice President, CTA Secretary-Treasurer, and CTA Executive Director and their address is California Teachers Association, P.O. Box 933, Burlingame, California 94011-0933.

The Board of Trustees of the Trust shall administer the CTA Death & Dismemberment Plan. The Trustees have the authority to resolve all questions pertaining to the administration, interpretation and application of this Plan. The

Trustees' determinations shall be final and binding upon all parties as to the rights of any Participant or Beneficiary to benefits. The Trustees shall have full discretion to interpret and construe the terms and provisions of this Plan and to determine the rights of Participants, and their decisions shall be reviewed under the arbitrary and capricious standard and only then upon the record and such evidence as is presented to the Trustees.

E. Plan Amendment and Termination

CTA reserves the right to amend or terminate this Plan at any time. Amendments must be in writing. Participants are not vested in the benefits provided by this Plan; however, no amendment or termination of this Plan shall retroactively deprive any Participant or Beneficiary of any benefit payment to which they had become entitled before the adoption or effective date of the amendment or termination of the Plan.

F. Plan Year

The Plan's fiscal year is June 1 - May 31, and effective August 31, 1999 the Plan's fiscal year is September 1 - August 31.

G. Legal Process

Laurence D. Steinsapir is the person designated as the agent for service of Legal process. Process may be served at 6300 Wilshire Blvd., Suite 2000, Los Angeles, California 90048-5202.

Service of Legal process may also be made upon a Plan Trustee or the Plan Administrator.

VIII. YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT (ERISA)

As a Participant in the CTA Death & Dismemberment Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). United States Department of Labor Regulations describe these rights and protections substantially as follows:

ERISA provides that all Plan Participants shall be entitled to:

A. Receive Information About Your Plan and Benefits

- Examine, without charge, at the Administrative Office, and at local chapter offices, all documents governing the Plan including insurance contracts and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the United States Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

- Obtain, upon written request to the Administrative Office, copies of documents governing the operation of the Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Administrative Office will make a reasonable charge for the copies.

- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

B. Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and Beneficiaries.

No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

C. Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain times schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file a suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees.

If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

D. Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator.

If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

D&DSPD0609
Revised 6/09