



# Prepaid Legal Services Fund



**2019 BENEFIT PLAN  
INFORMATION BOOKLET**

**Boston Teachers Union**  
**Prepaid Legal Services Fund**  
180 Mount Vernon Street  
Boston, MA 02125-3198  
(617) 288-0497  
[www.btuhwf.org](http://www.btuhwf.org)

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Segal Consulting

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# ELIGIBILITY

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## Who is Eligible?

You are eligible to become a participant in this Plan if you meet the eligibility requirements for benefits from the Boston Teachers Union Health and Welfare Fund (see below) and if the negotiated contribution has been made or is required to be made on your behalf to the Prepaid Legal Services Fund.

A completed Health and Welfare Fund Enrollment Card must be submitted to the Fund Office before any benefits can be obtained.

Your eligible dependents (see below) may also participate in some of the benefits of this Plan.

## Boston Teachers Union Health and Welfare Fund Eligibility Criteria

All Covered Teachers and their Eligible Dependents are eligible for the benefits described in this booklet to the extent that the benefits pertain to them when they satisfy the following provisions:

1. **Covered Teachers** include all persons employed or compensated as members of a bargaining unit represented by the Boston Teachers Union and for whom, in the then current fiscal year of the Fund, a contribution is required to be made to the Fund. Any bargaining unit member for whom a contribution is made in any school year shall remain covered by the Fund for the duration of that school year so long as he/she remains in the employ of the Boston School Committee in the bargaining unit or in an acting position, and the School Department will not claim a contribution refund for the remainder of the school year for that person. The term Covered Teacher shall also include an elected official or full-time employee of the Union or an employee of the Fund on behalf of whom contributions shall be made to the Fund.
2. **Eligible Dependents** of a Covered Teacher include the Covered Teacher's:
  - a. Lawful Spouse; and
  - b. A Child as defined below

To qualify for dependent coverage under the Fund, a child must: (1) meet the definition of "Child" below; and (2) be under age 26. Under these new rules, the child can be married and, with the exception of grandchildren, does not have to be financially dependent on the member for support to qualify for Plan coverage. However, coverage will not be provided to the dependent's Spouse.

**“Child” Defined:** The Covered Teacher’s natural or adopted child (including a child placed for adoption), stepchild (the Covered Teacher’s Spouse’s natural or adopted child, or a child placed for adoption), or foster child. In addition, the unmarried descendent of any of the above (“grandchildren”) under age 26 will be eligible for coverage provided the descendent has the same principal place of abode as the Covered Teacher for over half of the year and is dependent on the Covered Teacher for over half of his/her support (i.e., the child does not provide over one-half of his/her own financial support). Documentation of the Covered Teacher’s relationship with the Child is required at enrollment.

If your unmarried dependent Child age 26 or older is incapable of self-sustaining employment because of a physical or mental handicap, coverage will be continued, provided the incapacity commenced prior to the Child’s attaining age 26. You must submit proof to the Fund Office of your dependent Child’s incapacity before the later of 31 days after the date the Child attains age 26 or 31 days after you become eligible as a Covered Teacher. Proof of the continued existence of such incapacity shall be periodically required to maintain coverage eligibility and shall be furnished to the Fund Office upon request.

## **Termination of Eligibility**

### **When Does a Covered Teacher’s Eligibility for Benefits Terminate?**

Eligibility for benefits terminates for the employee when the employee is no longer employed as described under “Who is Eligible.” (Item 1, page 1)

### **When Does a Dependent’s Eligibility for Benefits Terminate?**

Eligibility for benefits terminates for a dependent on the earlier of:

1. The date the employee’s eligibility for benefits terminates; or
2. The date the dependent no longer meets the definition of an eligible dependent (see 2a and 2b under “Who Is Eligible”).

However, if termination of the employee’s coverage is due to death, the Eligible Dependents will remain covered until the end of the then current fiscal year of the Fund. At the end of the fiscal year, the Eligible Dependents will be eligible to continue coverage on a self-pay basis under federal legislation known as the 1986 Consolidated Omnibus Budget Reconciliation Act (COBRA).

# HOW DOES THE PLAN WORK?

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## **For Attorneys' Services**

If you need a lawyer for any of the Legal Services listed in this booklet, follow this procedure:

- Call or visit the Boston Teachers Union Prepaid Legal Services Fund Office (180 Mount Vernon Street, Boston, MA 02125-3198 or (617) 288-0497) so that the office can establish your and/or your dependent's eligibility for Legal Services. When eligibility is established, you will select a law firm from the list of participating attorneys. You will then be sent an Authorization Form to be signed. Call the participating attorney listed on the form to schedule a convenient appointment at his/her office and bring the form with you at the time of your appointment.
- If the attorney that you have selected cannot handle your case, for example, because of a pre-existing conflict of interest or other ethical consideration, you may select another participating attorney by arrangement with the Fund Office. As you read this booklet, you will see other examples of specific instances when this may happen.

## **For Mediators' Services**

If you need a mediator for the Mediation Services listed in this booklet, follow this procedure:

- Call or visit the Boston Teachers Union Prepaid Legal Services Fund Office (180 Mount Vernon Street, Boston, MA 02125-3198 or (617) 288-0497) so that the office can verify your and your Spouse's eligibility for Mediation Services. When eligibility is established, you and your Spouse must sign a Mediation Request Form, and agree upon a mediator from the Plan's list of mediators. At that time, you and your Spouse will then each be issued an Authorization Form for Mediation Services to be signed. Call the participating mediator listed on the form to schedule a convenient appointment at his/her office and bring the form with you at the time of your appointment.
- If the mediator that you have selected cannot handle your case, for example, because of a pre-existing conflict of interest or other ethical consideration, you may select another participating mediator by arrangement with the Fund Office.

## **What If Your Dependent Needing Legal Services Is a Minor?**

If your minor dependent needs Legal Services covered by the Plan, they are provided only if you or your Spouse sign an Authorization Form, as required by the Trustees, at the time your minor dependent requests benefits.

## How Many Hours of Coverage Are Available?

These personal Legal and Mediation Services are provided in terms of the time involved, or in some cases, by the nature of the problem. You and your eligible dependents are entitled to the following maximum number of aggregate hours of Legal and Mediation Services during each Plan Year (September 1 – August 31). Unused hours cannot be accumulated from year to year.

Aggregate hours of personal Legal and Mediation Services available:

<b>Covered Teacher</b>	75 hours each Plan Year
<b>Covered Teacher and that Teacher's Spouse including eligible dependent children, if any, as a family group</b> (however, no individual in the family group is entitled to more than 75 hours in any Plan Year)	150 hours each Plan Year
<b>Covered Teacher married to a Covered Teacher and eligible dependent children as a family group</b> (however, no individual is entitled to more than 75 hours in a Plan Year)	250 hours per Plan Year

Another limitation of Legal Services is that for a covered matter opened after March 1, 1995, not more than 50 hours is available under the Plan for the lifetime of that matter, unless there is a lower maximum established for that particular matter.

Some of the Legal and Mediation Services covered by this Plan have certain other time restrictions. Please read the descriptions of each covered benefit carefully to know the specific limitations. (See the Table of Contents for the page numbers of specific benefits.)

## What If You Lose Your Eligibility for Coverage During the Course of a Legal Matter or Use Up the Maximum Number of Hours Allowed?

If you lose your eligibility for coverage during the course of a legal matter or use up the maximum hours available to you, and you wish to continue that legal matter, you have two options:

- retain another attorney or mediator at your own expense to complete the pending matter,
- continue with the attorney or mediator provided through the Plan at your own expense.

If you choose the first option, the participating attorney or mediator will formally withdraw from the case and cooperate in transferring your matter to your new attorney or mediator.

If you choose the second option, the participating attorney or mediator will tell you the approximate costs of the remaining services. You will be required to sign forms which state that you know you are responsible for those fees.

The hourly fees for such situations are:

- the hourly fee charged by the participating attorney for continuing a legal matter beyond the maximum hours available will be at the same rate charged to the Fund.
- the hourly fee charged by the participating attorney for continuing a legal matter after loss of eligibility, will be at a preferred rate which will be less than the attorney's customary hourly rate.
- the hourly fee charged by the participating mediator will be at the same rate charged to the Fund, of which the Covered Teacher and Spouse will each be responsible for half of the total.

The Trustees reserve the right to deny benefits to eligible persons for a time period determined by the Trustees if an eligible person fails to make payment in full to the participating attorney or mediator within 90 days after receiving a bill for such payment, for fees due such participating attorney or mediator after Plan benefits have been exhausted on a matter covered by the Plan.

### **Are There Geographic Limitations?**

Yes. Benefits will be provided by this Plan only for legal matters which can be resolved within the geographic area of the Plan: i.e., any county in New England, some part of which is within a 75-mile radius of the City Hall in Boston, MA.

# WHAT DOES THE PLAN COVER?

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The Boston Teachers Union Prepaid Legal Services Plan covers the specific Personal Legal and Mediation Services which are described below. Please read them carefully for limitations. (See page 4 for additional restrictions should you exceed your maximum aggregate hours.)

The comprehensive description of covered Personal Legal and Mediation Services is set forth in the Plan of Benefits which is available for your review at the office of the Prepaid Legal Services Fund.

## **A. Consultations and Legal Document Drafting**

### **1. Limited Initial Consultation**

This benefit is for the purpose of determining whether you or your eligible dependent needs Personal Legal Services, and, if so, whether the service is provided by the Plan.

Each participant is entitled to four of these consultations within a Plan Year, but not to exceed four hours in total for all consultations.

### **2. Legal Consultations and Document Review**

Each participant is entitled to a maximum of six consultations in each Plan Year (one-hour limit for each consultation) for consulting with a participating attorney about a legal matter or to review legal documents:

- which do not come under the other specified services or exclusions of the Plan, and
- which, generally, do not require special preparation or research by the participating attorney, and
- which do not relate to the participant's trade, business or income-producing venture.

### **3. Legal Document Drafting**

In addition to documents included in matters covered by the Plan, each participant is entitled to receive a total of six hours in drafting for up to six separate documents which are not related to the participant's trade, business or income-producing venture, or other excluded matters.

## B. Wills and Related Services

The following Legal Services will be paid based on a fixed amount of hours upon completion regardless of actual time expended. No balance is to be billed to you for these services, although the actual hours expended will be applied toward your maximum aggregate hours. (See page 4.)

- Simple Will
- Simple Reciprocal Will
- Will with Testamentary Trust
- Reciprocal Will with Testamentary Trust
- Power of Attorney
- Codicil
- Modification to Existing Will
- Living Will or Health Care Proxy (Depending on the laws of the state of residence of the Covered Teacher)
- Homestead (Homestead requires a separate Authorization Form)
- Living Trust (including coverage for Special Needs Trusts and Disability Trusts, effective as of April 24, 2017)
  - The coverage for Special Needs Trusts is limited to a maximum of 15 hours per Plan Year.

## C. Real Estate

The following real estate matters will be paid up to a maximum amount of hours established by the Trustees. **No balance is to be billed to you for these services, although the actual hours expended will be applied toward your maximum aggregate hours. (See page 4).**

1. Any and all of the following steps (individually or in combination) involved in Purchase of a Primary Residence:
  - a. Title Examination
  - b. Preparation of Purchase Agreement
  - c. Preparation of Deed
  - d. Closing (Review documents)
  - e. Representation at Closing (You are responsible for any “closing costs”)
  - f. Preparation of Escrow Agreement
  - g. Advice on Purchase
2. Refinancing Primary Residence

3. Any and all of the following steps (individually or in combination) involved in Sale of Primary Residence:
  - a. Preparation of Sale Agreement
  - b. Closing (Review documents)
  - c. Representation at Closing (You are responsible for any “closing costs”)
  - d. Advice on Sale

You are entitled to the services of a participating attorney for real estate matters which relate to residential property. The property must be your personal principal and permanent residence (including condominiums and cooperatives) but such property cannot be larger than a three-family house.

If you use the services of a participating attorney to buy or sell a principal residence, these services will not include the cost of title certificate, or insurance, surveys, bank services, or other services not covered by this Plan. Legal Services will be provided for a purchase or sale of a residence once each in a 36-month period. The client must sign affidavits provided by the Fund at the law firm for buying and selling real estate in order to enforce the 36-month limitation on buying and selling real estate.

4. Homestead
  - a. Homestead requires a separate Authorization Form.
5. Zoning and Other Real Estate Matters
  - a. The Plan will cover a zoning variance for your principal and permanent residence, and may cover other matters which relate to the ownership or use of such residence.

## **D. Other Covered Matters**

1. Probate and Administration of Estate
  - a. You are entitled to Legal Services in the probate and administration of an estate in which you have an individual interest.
2. Executor or Administrator of Estate
  - a. If you, during a Plan Year while you are a Covered Teacher or a Covered Teacher's dependent, are an executor or administrator of an estate of a Covered Teacher, Spouse or other dependent of a Covered Teacher, Legal Services to you as executor or administrator will be covered by the Plan, provided that the Prepaid Legal Services Fund has received the required contribution for the Covered Teacher in that Plan Year; otherwise Legal Services to you as executor or administrator will not be covered by the Plan.
3. Criminal Matters
  - a. You are entitled to consult with a participating attorney concerning the specific criminal matters listed below in subparagraphs 3.b. or 3.c.

- b. You are entitled to the services of a participating attorney for criminal charges against you, including felonies, at the police station or precinct level. If the criminal proceeding involves misdemeanors and lesser criminal charges against you, (subject to the limitation in subparagraph 3.c. below) you can receive representation in the trial and on appeal; however, these services do not apply to felony charges against you. In addition, you are entitled to assistance from a participating attorney in obtaining bail bond of up to \$5,000 if you cannot be released on your own recognizance.
  - c. You are entitled to the services of a participating attorney for traffic violations that involved a moving vehicle (not a parking violation) when you are charged with a misdemeanor. These Legal Services will be paid up to a maximum amount of hours established by the Trustees. No balance is to be billed to you for these services, although the actual hours expended will be applied toward your maximum aggregate hours. (See page 4.)
4. Juvenile Delinquency
- a. You can be represented by a participating attorney in juvenile delinquency matters if the juvenile court is the proper court to handle the legal matter.
5. Tort and Other Civil Matters Where an Eligible Person Is a Defendant
- a. You are entitled to receive representation only as a defendant in tort and other civil matters that involve your legal interest in a matter covered by the Plan and in which you do not assert a counter claim. The court handling the litigation must be located within the geographic area encompassed by the Plan. (See page 5.)
6. Debt Arrangement
- a. You are entitled to the services of a participating attorney relating to the arrangement of debt that you owe.
7. Personal Bankruptcy
- a. The services of a participating attorney are available relating to your bankruptcy. The bankruptcy cannot be related to any trade, business or income-producing venture.
8. Tenant vs. Landlord
- a. You are eligible only as a tenant for Personal Legal Services in relation to an adversarial claim between you and your landlord. The Plan does not provide representation to you as a landlord against a tenant.
9. Name Change
- a. You are entitled to Legal Services for change of name proceedings. These Legal Services will be paid up to a maximum amount of hours established by the Trustees. No balance is to be billed to you for these

services, although the actual hours expended will be applied toward your maximum aggregate hours. (See page 4.)

#### 10. Industrial Accident or Illness and Unemployment Compensation

- a. You are entitled to Legal Services relative to a Worker's Compensation claim for industrial accident or illness or an Unemployment Compensation claim unless:
  - 1) the claim involves the City of Boston, the Boston Teachers Union, Local 66, A.F.T., AFL-CIO, the Boston Teachers Union Health and Welfare Fund, this Prepaid Legal Services Fund, or certain other entities; or
  - 2) if the matter is one in which a contingent fee is normal and customary; or
  - 3) is otherwise not covered by the Plan. (See What Is Not Covered by the Plan? on page 13.)

#### 11. Class Actions and "Amicus Curiae" Intervention

- a. The Trustees, in their sole discretion, may authorize a participating attorney to provide services in a class action or as "Amicus Curiae" on the request of a participant or on the Trustees' initiative.

#### 12. Petitions for Guardianship of a Dependent Child

### **E. Plaintiff Status for Specific Benefits in Covered Matters**

1. You are allowed coverage for plaintiff status to pursue the following specific existing benefits\* in covered matters:
  - a. Preparation of Wills without the fixed amount limitations (see section B on page 7)
  - b. Real Estate without the maximum amount and frequency limitations (see section C.1, 2 and 3 on pages 7 and 8)
  - c. Probate and Administration of Estate (see section D.1 on page 8)
  - d. Juvenile Delinquency (see section D.4 on page 9)
  - e. Debt Arrangement (see section D.6 on page 9)
  - f. Personal Bankruptcy (see section D.7 on page 9)
  - g. Tenant vs. Landlord (see section D.8 on page 9)
  - h. Name Change (see section D.9 on page 10)
  - i. Industrial Accident and Illness and Unemployment Compensation (see section D.10 on page 10).

For example, you are allowed plaintiff status to enforce a purchase or sale agreement. As another example, you are allowed plaintiff status as a

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\* The specific existing benefits referred to in this section E.1 are more extensively described in the Fund's Plan of Benefits, and that Plan of Benefits and its provisions are controlling.

tenant against a landlord to resolve a dispute concerning tenancy. You are not allowed plaintiff status as a landlord to resolve a dispute concerning tenancy since representation of a landlord in a matter involving tenancy is not covered by the Plan (see section D.8 on page 9).

2. You are **not** allowed coverage for plaintiff status for any proceeding that involves the following specific benefits:
  - a. Legal Consultations and Document Review (see section A.2 on page 6)
  - b. Legal Document Drafting (see section A.3 on page 6)
  - c. Tort and Other Civil Matters Where the Eligible Person Is a Defendant (see section D.5 on page 9).
  - d. Consumer Matters and Matters That Involve Chapter 93A of the Massachusetts General Laws (see section entitled “What Is Not Covered by The Plan?” on page 13)
  - e. Mediation for Separation and Divorce Disputes (see section F below)

## **F. Mediation Services for Separation and Divorce Disputes**

1. You are entitled to Mediation Services for separation and divorce disputes. Mediation is a process that utilizes the services of an impartial third party who attempts to guide the parties to an equitable resolution. Services will be paid up to a maximum amount of hours established by the Trustees. **No balance is to be billed to you for these services (provided you remain eligible), although the actual hours expended will be applied toward your maximum aggregate hours. (See page 4.)**
2. It is not a prerequisite for the Covered Teacher and Spouse to have filed for a divorce or legal separation prior to receiving Mediation Services. However, before proceeding with Mediation Services, the Covered Teacher and Spouse will be required to jointly sign a Mediation Request Form indicating their willingness to proceed.
3. The mediator will conduct a consultation of up to a half hour with the Covered Teacher and Spouse to explain the mediation process to them. This pre-mediation consultation will not be applied toward your maximum aggregate hours. The Trustees have established the maximum amount of hours that the Fund will pay the mediator for Mediation Services. Hours paid for these services of the Fund must be shared equally by the Covered Teacher and the Spouse.
4. The mediator’s services under the Plan of Benefits will not include preparation of a separation agreement for filing in a court proceeding. It is the desired goal of a successful mediation process that a Memorandum of Agreement be reached and may be drafted by the mediator, and signed by the Covered Teacher and Spouse with each of the parties to receive a copy. Services from a participating attorney for review of the Memorandum of Agreement will be paid up to a maximum amount of hours established by the

Trustees. No balance is to be billed to you for these services, although the actual hours expended will be applied toward your maximum aggregate hours. (See page 4.)

5. Coverage for a mediation case shall terminate if more than four months elapse between mediation sessions. Once completed or terminated, Mediation Services provided by the Fund may not be used again by a Covered Teacher and Spouse before 36 months have elapsed since the Mediation Services for that Covered Teacher and Spouse, which the Fund most recently paid for, were provided.
6. If the Covered Teacher and Spouse lose eligibility for the Plan benefits during the mediation process, the mediator will continue that process as if they had not lost eligibility. However, any hours remaining in the Fund allowance for Mediation Services, after the loss of such eligibility will be billed to, and shared equally by, the Covered Teacher and Spouse.

## WHAT IS NOT COVERED BY THE PLAN?

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In addition to the limitations specifically set out in the foregoing sections of this booklet or in the Plan of Benefits, the Boston Teachers Union Prepaid Legal Services Plan does not provide legal counsel for any business or income-producing venture or for:

- Domestic relations matters, except for Mediation Services for separation and divorce disputes
- Advice and/or preparation of income and estate tax forms or representation in tax matters except as an incident of a covered benefit
- Small claims which may be handled in a Small Claims Court
- Matters which arose prior to September 1, 1980
- Immigration matters
- Disputes involving the City of Boston or its School Committee, any union or union fund, or any employee benefit plan provided through the Boston Teachers Union Health and Welfare Fund or its insurance carrier, officers, agents or Trustees of the foregoing or a participating attorney or mediator
- Social Security matters
- Matters for which you retained an attorney other than a participating attorney and which arose prior to November 15, 1981 (the effective date of this Plan), or prior to the date you became eligible for benefits
- Cases deemed frivolous, without merit, or brought for the purpose of harassment
- Controversies, disputes or proceedings for which the Fund or the Union would be prohibited by law from defraying the cost of Legal Services
- Cases which involve unreasonable expense to litigate
- Criminal matters except as specifically provided as a covered benefit on page 9
- Matters previously closed which, in the opinion of the Trustees will not be productive or which duplicate benefits previously provided to you under the Plan
- Legal matters for which a contingent fee arrangement is customary
- Representation of a landlord in a matter involving tenancy
- Cases under the categories of Chapter 93A and other consumer matters.

For legal matters in which a contingent fee basis is customary, a participating attorney will be available to provide Legal Services on a contingent fee basis. Because such services fall outside this Plan, the time will not be charged against your maximum aggregate hours. (See page 4.)

## **OTHER SPECIAL RULES**

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In addition to the coverage listed and the exclusions, there are certain rules which do not fall into either category. Please read this section carefully.

### **What If Other Coverage Is Available to You?**

Depending on the nature of your legal problem, you may be eligible for legal or mediation assistance from another fund, an insurance company, a government agency program, your employer or another party. If you are eligible for such assistance, the Plan does not duplicate the legal or mediation services available from the other source, whether or not you exercise your right to such other services. For example, if a Covered Teacher's Spouse is a Covered Paraprofessional who is eligible for Legal Services benefits under the Boston Teachers Union Paraprofessional Health and Welfare Fund, the Boston Teachers Union Prepaid Legal Services Fund will provide Legal Services benefits to the Covered Teacher, but not to the Covered Teacher's Spouse for prepaid legal services available from the Boston Teachers Union Paraprofessional Health and Welfare Fund.

If the legal matter calls for representation of the Covered Teacher and Spouse, and the Spouse is a Paraprofessional covered by the Boston Teachers Union Paraprofessional Health and Welfare Fund, then the couple must use an attorney approved by the Boston Teachers Union Paraprofessional Fund, as well as the Boston Teachers Union Prepaid Legal Services Fund.

### **What If You Decide to Appeal a Decision?**

You are entitled to the services of a participating attorney in an appeal from an adverse action if the original matter involves a Personal Legal Service that is covered under the Plan.

The participating attorney must determine that your position has legal merit, the matter is neither frivolous, nor brought for purposes of harassment, and that it will not result in an unreasonable expense to litigate.

### **Falsification of Documents**

If an eligible person falsifies any document relative to his/her legal or mediation matter, or the administration of this Plan, the Trustees reserve the right to deny benefits to the involved Covered Teacher and all his/her dependents.

### **Copying Costs**

The client is responsible for payment of the cost for duplication of materials required for any legal or mediation matter.

## **Who Pays for Court Costs and Travel Expenses?**

Benefits include fees and costs, but not fines, *paid to a court* in relation to a covered service—up to \$250 in a Plan Year. The Plan also pays up to \$100 for a participating attorney’s out-of-pocket travel expenses during each Plan Year. This amount cannot be accumulated from year to year. If these expenses exceed these fees and allowances, you must pay the excess as the participating attorney requests.

## **What About Fines or Penalties?**

The Plan provides no coverage for the payment of fines, penalties, judgments or other money awards. These payments are your responsibility.

## **What If You Are Awarded Attorneys’ Fees or Costs?**

If you are awarded the fees of an attorney or costs, the Fund must be repaid from this award to the extent that it paid these fees and costs.

## **What If You Are Involved in a Covered Legal Matter with Another Covered Teacher or Eligible Dependent?**

If you, your Spouse or dependents, and another Covered Teacher, or that Teacher’s Spouse or dependents, are involved as adversaries in a matter which is covered by the Plan, legal representation is provided as follows:

- The first of the adversaries who establishes a client-attorney relationship with the participating attorney will be represented by that attorney.
- The other adversary is entitled to representation by a different participating attorney.

## **Is Continuation Coverage Under COBRA Available for Prepaid Legal Services Benefits?**

Continuation coverage under COBRA is **not** available for Prepaid Legal Services Fund benefits.

## WHAT ARE THE ADVANTAGES OF USING A PARTICIPATING ATTORNEY?

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It is the purpose of this Plan to provide quality Legal Services for you at no cost for the matters set out in the Plan of Benefits. This Plan accomplishes that.

However, in addition to providing a participating attorney for the benefits specifically described in this booklet, the Plan also provides that you may retain a participating attorney at your own expense to handle certain other matters not covered by this Plan at less than the participating attorney's customary fees, e.g., if these other matters are customarily charged on a contingent fee basis or if they involve industrial accidents, you will be charged at a lower rate, i.e., a maximum contingent fee of 15% in an industrial accident case, and 25% in any other contingent fee arrangement.

Also, if you need the services of a participating attorney to pursue a covered benefit beyond the hourly limits permitted under the Plan, those services may be provided by the participating attorney at your expense, at the same hourly rate charged to the Fund.

However, if you need the services of a participating attorney to continue a covered legal matter after you have lost eligibility, then these services may be provided by the participating attorney at your expense at a preferred rate which will be less than the participating attorney's hourly rate, but which may be more than the hourly rate charged to the Fund.

Legal Services provided to you by an attorney other than a participating attorney are not covered by the Plan. Therefore, if you use an attorney other than a participating attorney, you are personally responsible for all charges made by that attorney.

## **ADDITIONAL INFORMATION**

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### **Type of Administration of the Plan**

The Fund is administered by a Board of Trustees appointed by the Boston Teachers Union.

### **Name and Address of the Person Designated as Agent for the Service of Legal Process**

Eugene M. McGlynn, Sr.  
180 Mount Vernon Street  
Boston, MA 02125-3198

### **Type of Plan**

This Plan provides self-insured personal legal services to eligible persons.

### **Employer Identification Number (EIN) Issued to the Board of Trustees**

04-2751045

### **Name, Title, and Address of Any Trustee or Trustees**

Charles R. Johnson, Chairman  
Cheryl L. Kelly, Secretary  
Karen Cross  
Crystal C. Haynes  
Johnny R. McInnis  
180 Mount Vernon Street  
Boston, MA 02125-3198

### **Name and Address of the Plan Administrator**

Eugene M. McGlynn, Sr.  
180 Mount Vernon Street  
Boston, MA 02125-3198

### **A Description of the Relevant Provision of Any Applicable Collective Bargaining Agreement**

The latest collective bargaining agreement between the Boston Teachers Union and the Boston School Committee acting for the City of Boston requires a contribution by the employer to the Boston Teachers Union Health and Welfare Fund on behalf of each Covered Teacher for the year beginning September 1<sup>st</sup>.

## **The Date of the End of the Plan Year**

August 31. Records of the Plan are kept on a fiscal year basis ending on that date.

## **Denial of Application for Benefits and Appeal Procedure**

In the event a claim for Personal Legal or Mediation Services under this Plan is denied, or suspended, or discontinued for an individual, the participant involved will be notified in writing by the Trustees and have the right to an appeal.

The notice of denial, suspension, or discontinuance of benefits will make specific reference to the Plan provision(s) upon which the action is based; and describe any additional material or information necessary for the claim to be honored along with an explanation of why such material or information is necessary; and state whether the Trustees or participating attorney or mediator (by name) initiated the denial, suspension, or discontinuance of benefits.

The participant has the right within 60 days of the receipt of written notification to request, in writing, a review of such action. The participant or his duly authorized representative may submit comments in writing and documents in support of, and along with, the request for review.

The written request for review shall be directed to the Trustees of the Boston Teachers Union Prepaid Legal Services Fund, 180 Mount Vernon Street, Boston, MA 02125-3198.

The request for review will be processed by the administrative staff of the Prepaid Legal Services Fund, and that staff will make a recommendation to the Trustees as to the appropriate disposition of the request for review. The Trustees' action on the request for review shall be communicated to the participant within 90 days after receipt of the request for review.

The participant who filed the request for review will be notified of the Trustees' basis for their action if they reaffirm, in whole or in part, the original denial, suspension, or discontinuance of benefits.

The participant has the right to appeal to the Trustees for reconsideration of their disposition of the request for review; and such appeal must be submitted in writing to the Trustees of the Boston Teachers Union Prepaid Legal Services Fund, 180 Mount Vernon Street, Boston, MA 02125-3198, within 30 days of receipt by the participant of the communication from the Trustees disposing of the request for review.

The participant making this appeal may, as part of the written appeal, request a hearing before the Trustees on the appeal, and if that request is granted by the Trustees, the participant may be represented at that hearing.

The decision of the Trustees on the appeal will be sent to the participant within 60 days of the receipt of the appeal or within 45 days after the completion of any hearing on the appeal, whichever is later. The decision will include the reasons for the Trustees' disposition of the appeal, which shall be final and binding on all parties subject to arbitration.

If any decision of the Trustees on an appeal denies a benefit, the participant may submit that denial to arbitration, provided that if the decision of the Trustees on the appeal relied on an application of the legal Canons of Ethics by a participating attorney, that decision may not be submitted to arbitration.

The arbitrator shall be selected under and in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator's decision shall be final and binding on the participant and the Trustees. The person acting as arbitrator shall have the exclusive power to decide and dispose of a matter submitted in accordance with this Plan, consistent with this Plan. The fee and expenses of the person acting as arbitrator shall be shared equally by the participant that submitted the matter to arbitration and the Prepaid Legal Services Fund.

## **The Sources of Contributions to the Plan**

The Boston Teachers Union Health and Welfare Fund receives annual payments on behalf of Covered Teachers from the City of Boston and/or the School Committee pursuant to the collective bargaining agreement between the Boston Teachers Union and the Boston School Committee acting for the City of Boston.

In order to accomplish the purposes of the Prepaid Legal Services Fund, the Trustees of the Health and Welfare Fund will pay over to the Trustees of the Legal Services Fund at the written request of the Trustees of that Fund, from payments paid to the Health and Welfare Fund by the City of Boston.

The Boston Teachers Union Health and Welfare Fund currently provides in-kind administrative and support services on a reimbursement formula by agreement of the two Boards of Trustees.

## **Inspection of Documents**

Copies of the Plan of Benefits, the Trust Agreement, the Prepaid Legal Services Agreement, the Rules and Regulations and the Annual Report of the Fund are available for inspection upon appointment at the Fund Office. You may read these documents to resolve any questions you have concerning the Fund, its governance, or the benefits it provides.

## PHONE REFERENCES

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Prepaid Legal Services.....	(617) 288-0497
Health and Welfare Fund .....	(617) 288-0500

The Trustees reserve the right to amend, modify or discontinue all or part of this Plan whenever, in their judgment, conditions so warrant.

If you have any questions about the benefits or rules of the Plan, please contact the Fund Office.

The Trustees reserve the right to refuse benefits to Covered Teachers or their dependents, who do not conduct themselves properly in their dealings with personnel employed by the Health and Welfare Fund.







**Boston Teachers Union**  
**Prepaid Legal Services Fund**  
180 Mount Vernon Street  
Boston, Massachusetts 02125-3198  
(617) 288-0497  
[www.btuhwf.org](http://www.btuhwf.org)