

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT #1 TO AN AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND NATIONAL INSURANCE SERVICES OF WISCONSIN, INC. (Long Term Disability)**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Amendment #1 (the "Amendment"), between the Village of Downers Grove (the "Village") and National Insurances Services of Wisconsin, ("NIS"), for long term disability insurance, as set forth in the form of the agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Amendment, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Amendment.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_  
Village Clerk

AMENDMENT #1 TO  
NATIONAL INSURANCE SERVICES  
JOINDER AGREEMENT  
FOR  
LONG TERM DISABILITY INSURANCE  
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Carrier No: 1190

Carrier: MNL

*(For NIS Use Only)*  
Group No. 26246  
Policy No. 6071  
Class No. All

Group Name: Downers Grove Village

Employee Classification: All Insured Classifications

Effective Date: January 1, 2009

Benefit Change:

- Under 'The Plan is as follows:', under 'Section I' the items '7. Maximum Annual Covered Salary' and '8. Maximum Monthly Benefit' are hereby deleted and replaced with the following:

'7. Maximum Annual Covered Salary	\$150,000
8. Maximum Monthly Benefit	\$ 7,500'

- Under 'The Plan is as follows:', under 'Section II' the item entitled 'Definition of Total Disability:' is hereby deleted in its entirety and replaced with the following:

'Definition of Total Disability:

Under 'SECTION I – DEFINITIONS' of the Policy, item '(2)' of the definition of "Total Disability" and "totally disabled" is hereby deleted and replaced with:

'(2) after benefits have been paid for 36 months, the Insured cannot perform each of the substantial and material duties of any gainful occupation for which he or she is reasonably fitted by training, education or experience; and"

- Under 'The Plan is as follows:', under 'Section II' the item entitled 'Termination of Employee's Insurance:' is hereby deleted in its entirety and replaced with the following:

'Termination of Employee's Insurance:

Under 'SECTION V – TERMINATION PROVISIONS', under 'A. TERMINATION OF EMPLOYEE'S INSURANCE', under part '(6)', items '(b)' and '(c)' are hereby deleted in their entirety and replaced with:

'(b) for paid board-approved leaves of absence, subject to the following:

- i. Noncontributory coverage
  - 1.) Coverage will continue provided that:
    - a.) we receive written notice in advance of a leave approved by the Employer which includes the beginning and ending dates of the leave and the amount of your covered salary; and
    - b.) paid leaves of absence and the right to continue coverage during paid leaves are available to all Employees in the same Eligible Class under the Group Policy; and
    - c.) the Employer remits the required premium for coverage.

This signed and executed Amendment must be returned within 20 working days of the date of the Administrator's signature in order to insure acceptance of the Amendment as outlined.

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- 2.) The Elimination Period can be satisfied during a paid leave of absence, but benefits will not begin until the later of the end of the Elimination Period or the date the paid leave was scheduled to end. In the event a benefit is payable, it will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the paid leave of absence, or the salary for which premium was paid.
- 3.) Unless you return to active, eligible status on or before the date the leave is scheduled to end, coverage extended during a paid leave will terminate on the earlier of the date the paid leave is scheduled to end or 12 months from the date the paid leave began.

(c) for unpaid board-approved leaves of absence, subject to the following:

i. Noncontributory Coverage

- 1.) Coverage will continue provided that:
  - a.) we receive written notice in advance of an unpaid leave of absence approved by the Employer which includes the beginning and ending dates of the unpaid leave of absence and the amount of your covered salary; and
  - b.) unpaid leaves of absence and the right to continue coverage during unpaid leaves of absence are available to all Employees in the same Eligible Class under the Group Policy; and
  - c.) the Employer remits the required premium for coverage.
- 2.) No benefits are payable during an unpaid leave of absence. If you become Disabled during such leave, the Elimination Period will begin on the date the unpaid leave of absence was scheduled to end. The benefit will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the unpaid leave of absence, or the salary for which premium was paid.
- 3.) Unless you return to active, eligible status on or before the date the unpaid leave of absence is scheduled to end, coverage extended during an unpaid leave of absence will terminate on the earlier of the date the unpaid leave of absence is scheduled to end or 12 months from the date the unpaid leave of absence began.'

Furthermore under 'SECTION V – TERMINATION PROVISIONS', under 'A. TERMINATION OF EMPLOYEE'S INSURANCE', under item '(6)', the following is hereby added:

- (e) For employees on a FMLA leave, coverage will continue until the later of the leave period required by the Federal Family and Medical Leave Act of 1993 and any amendments, or the leave period required by applicable state law provided that:
- i. We receive written notice in advance of a leave approved by the Employer which includes the beginning and ending dates of the leave and the amount of the covered employee's covered salary;
  - ii. FMLA leaves of absence and the right to continue coverage during FMLA leaves are available to all eligible employees in the same class covered under the Policy; and
  - iii. The Employer remits the required premium for coverage.

This signed and executed Amendment must be returned within 20 working days of the date of the Administrator's signature in order to insure acceptance of the Amendment as outlined.

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The Elimination Period can be satisfied and benefits may be payable during a FMLA leave subject to all other contract provisions. The benefit will be based on the covered employee's earnings in effect on their last full day of Active Work prior to the leave."

Rate: The premium rate will remain unchanged at .275% (.00275) of covered payroll.

The above rates are guaranteed for two years. The next Renewal Date will be January 1, 2011, and will renew every January 1<sup>st</sup> thereafter. This rate guarantee will not pertain to adjustments in premium rate due to amendments requested by the Employer.

IN ALL OTHER RESPECTS, COVERAGE UNDER THIS POLICY REMAINS UNCHANGED.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the above-named Employer:

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Print Name and Title

Accepted for NATIONAL INSURANCE  
SERVICES by Administrator, National  
Insurance Services of Wisconsin, Inc.



\_\_\_\_\_  
Date: November 13, 2008

This signed and executed Amendment must be returned within 20 working days of the date of the Administrator's signature in order to insure acceptance of the Amendment as outlined.