

FRATERNAL ORDER OF POLICE

Tennessee State Lodge



LEGAL AID PLAN

TENNESSEE STATE LODGE, INC. LEGAL AID PLAN

The Tennessee State Lodge, Inc. Fraternal Order of Police ("State Lodge"), organized and existing under the laws of the State of Tennessee, hereby establishes a Group Legal Aid Plan ("Plan") for its Active and Honorary Members (as herein defined), effective the 15th day of July, 1995.

The State Lodge, as part of the aforementioned Plan, adopts concurrently herein a Trust Agreement creating a Trust Fund, to which contributions shall be made and from which benefits shall be paid in accordance with the terms and conditions thereof.

The terms and conditions of the Plan are as follows:

ARTICLE I

PURPOSE

The purpose of this Plan is to provide Participants in the Plan with legal representation with regard to claims relating to (1) the performance of their official duties and (2) disciplinary or other job-related administrative proceedings relating to their job performance. The benefits provided by this Plan will be paid from a Trust Fund established by the State Lodge.

This Plan and the separate related Trust forming a part hereof are established and shall be maintained for the exclusive benefit of the Participants in the Plan. Except as hereinafter provided, no part of the Trust Fund can ever revert to the State Lodge, or be used for or diverted to purposes other than the exclusive benefit of the Participants.

ARTICLE II

DEFINITIONS

Where the following words and phrases appear, they shall have the respective meanings set forth below, unless otherwise defined in the Constitution and Bylaws or required by the context:

2.01 "Active Member" shall mean any regularly appointed police officer or retired police officer of the United States, State of Tennessee, or any political subdivision thereof, who meets the requirements for membership in the State Lodge as set forth in the Constitution and Bylaws.

2.02 "Board of Directors" shall refer to the governing body elected by the Subordinate Lodges which meets in session at least once every six months to transact such business as may come before it.

2.03 "Committee" shall mean the Legal Aid Committee consisting of at least three (3) but not more than five (5) members appointed pursuant to Article VI, Section 4 and Article VII, Section 2 of the Constitution. The purpose of the Committee shall be to review and pass upon all requests for legal aid from local lodge members in Tennessee, local lodges in Tennessee, and the State Lodge of Tennessee.

2.04 "Constitution and Bylaws" shall refer to the Constitution and Bylaws of the Tennessee State Lodge, Inc. Fraternal Order of Police, which were adopted August 25, 1955.

2.05 "Emergency Situation" shall mean a situation that concerns an event that would be eligible to be covered by the Plan but where immediate legal representation is needed before the Participant could apply to the Committee. (Examples: (1) A police-involved shooting where the Participant may be subject to prosecution, and an employing agency is requiring an immediate statement. (2) A Participant is notified on a Friday that he will be subject to a termination hearing the following Monday morning.)

2.06 "Executive Board" shall be the duly elected officials of the Tennessee State Lodge, Inc. Fraternal Order of Police as defined in the Tennessee State Lodge, Inc. Fraternal Order of Police Constitution and By-Laws, Article V, Section 10.

2.07 "Full-Time Police Officer" shall mean a person commissioned, sworn, appointed, and/or otherwise lawfully enjoined to uphold the laws of a political subdivision and whose primary responsibility is (whether directly or as an experienced, certified, supervisor/administrator of such persons) the prevention and detection of

crime, and the apprehension of offenders, and whose primary source of income is derived from employment as a police officer; and whose specifically assigned duties and/or job description reflect said primary responsibility for the prevention and detection of crime.

2.08 "Good Standing" shall refer the status of any Active or Honorary Member who has paid all dues and assessments due and payable to or for the Grand Lodge, State Lodge, and Subordinate Lodge, and who is not more than 30 days in arrears of such payments as of the date specified for the payment thereof.

2.09 "Grand Lodge" shall refer to the National Fraternal Order of Police, which is the national organization of the various State Lodges and Subordinate Lodges.

2.10 "Honorary Member" shall mean any retired regularly appointed police officer who withdraws from Active Membership after retirement.

2.11 "Participant" shall mean an Active or Honorary Member in Good Standing who has made the required semi-annual contribution to the Trust Fund of the Plan.

2.12 "Plan" refers to the Group Legal Aid Plan of the Tennessee State Lodge, Inc. Fraternal Order of Police.

2.13 "Plan Year" shall mean the twelve consecutive month period of January 1 to December 31.

2.14 "State Lodge" shall refer to the Tennessee State Lodge, Fraternal Order of Police, which is an organization of Subordinate Lodges in the State of Tennessee consisting of police officers of the United States, the State of Tennessee, and of the several political subdivisions thereof.

2.15 "State Secretary" shall refer to the duly elected official of the Tennessee State Lodge charged with giving notice of requests for aid under this Plan to the Committee.

2.16 "Subordinate Lodge" means an individual lodge within the Tennessee State Lodge, Fraternal Order of Police.

2.17 "Trust and Trust Fund" shall mean the fund known as the Group Legal Aid Trust for the Active and Honorary Members of the Tennessee State Lodge, Fraternal Order of Police, maintained in accordance with the Trust Agreement, as from time to time amended, which constitutes a part of this Plan.

★ 2.18 "Trustee" shall mean the individual(s) and/or corporation appointed by the State Lodge to administer the Trust under the terms of the Trust Agreement.

ARTICLE III

ELIGIBILITY/PARTICIPATION

3.01 Eligibility To Participate.

Any Active or Honorary Member in Good Standing shall be eligible to become a Participant in the Plan. An Active or Honorary Member shall become a Participant upon payment of the required semi-annual contribution to the Trust Fund.

A Participant may apply for legal aid under the Plan if he or she is arrested or charged with an offense, or sued civilly; as a result of allegations arising out of the performance of his or her duties. The Participant must have been acting in good faith, and not knowingly engaged in misconduct, in order to be eligible to participate. The Participant must currently be employed, or have retired as, a Full-Time Police Officer.

A Participant who is brought up on departmental administrative charges and/or a Participant who requests assistance in a grievance with his or her respective employing agency shall be eligible to apply for legal representation from the State Lodge.

In cases of gross misconduct or bad faith conduct on the part of the Participant, the Committee shall be under no obligation to provide legal defense. Whether a Participant has committed an act of gross misconduct or bad faith is a judgement to be made by the Committee based on its review of the facts and circumstances of the incident for which legal aid is being sought. Those facts and circumstances shall be furnished by the Participant on his or her application for legal aid. The Committee may also ask for further information from the Participant seeking legal aid or any other person who may provide relevant factual information.

3.02 Procedures And Limitations (Cost Containment Measures).

(a) Indemnification. Participants who are charged in a civil suit must first seek representation indemnification from their employing agency. The employing agency has the first responsibility to defend the conduct of the employees it has hired, trained, and supervised. The Committee will entertain a Participant's request for legal aid when one of the following scenarios occurs:

- (1) the employing agency fails or refuses to provide a defense within 30 days and such refusal is submitted to the Committee in writing;
- (2) serious questions arise about the competence of the defense being provided; or
- (3) it appears or there is in fact, a conflict between the employing agency and the Participant or between the Participant making the application and/or other individual defendants in the action.

(b) Subrogation. As a condition of membership in the Plan, a Participant will agree that in those instances where representation has been authorized by the Committee in a proceeding which causes the Participant to receive a monetary award for attorney's fees and costs, the Participant will reimburse the Plan for all attorneys' fees and costs paid by the Plan. The Participant shall reimburse the Plan within 60 days of receipt of said monetary award by him.

3.03 Termination Of Participation.

Participation shall cease immediately if a Participant ceases to be an Active or Honorary Member in Good Standing or if a Participant does not pay the required semi-annual contribution to the Plan by the due date. A Participant who has ceased to be an Active or Honorary Member in Good Standing may be reinstated after resuming payment of dues and assessments to the Grand Lodge, State Lodge, and Subordinate Lodge and the required semi-annual contribution to the Trust Fund. However, said Participant will not be covered under the Plan for acts occurring during the time that he was not a Participant.

A Participant who has been placed on administrative leave pursuant to an investigation will continue to be eligible for aid under the Plan, as long as the Participant was not knowingly engaged in misconduct.

While the Plan recognizes and respects the attorney-client relationship, a condition of the Plan's funding a Participant's legal defense is that at all times, the Participant must cooperate with his or her legal representative and aid his or her defense. If a Participant fails to cooperate with his or her own defense, the Committee shall be authorized to terminate legal defense. If it is proven that a Participant has sought and received legal aid under this Plan by offering false information, or by other fraudulent means, legal aid to that Participant will be terminated and the Participant shall be liable to reimburse the Plan for any expenditures already made on the Participant's behalf.

ARTICLE IV

CONTRIBUTIONS

4.01 Participant Contributions.

Participants in the Plan shall contribute a set dollar amount to the Trust Fund twice a year. Said dollar amount shall be approved each year by the Executive Board. Said dollar amount shall be payable no later than June 30 and December 31 of each year.

4.02 State Lodge Contributions.

The State Lodge may contribute such amounts to the Trust at such times as it deems appropriate to provide the benefits under this Plan.

4.03 Forfeiture.

Contributions made by a Participant to the Plan are automatically forfeited when such Participant ceases to participate in the Plan.

4.04 Trust Fund.

As part of the Plan, the State Lodge has entered into a Trust Agreement under which the Trustee receives the contributions made pursuant to Sections 4.01 and 4.02 hereof. Such contributions shall be held, invested, and distributed in accordance with the terms of this Plan and the Trust. All expenses associated with the administration of the Trust and the compensation of the Trustee shall be paid from the Trust Fund, unless paid directly by the State Lodge.

ARTICLE V

BENEFITS

5.01 Costs Covered Under The Plan.

The Plan shall cover the following costs:

- (1) Attorney's fees for legal advice, consultation, and representation in approved matters. (A maximum hourly rate paid for attorney fees shall be established by the Committee.)
- (2) Filing fees.
- (3) Other services or expert fees may also be approved by the Committee, after consultation with the Participant's approved attorney, and a determination is made that such services or fees are necessary to provide competent defense or representation.

5.02 Costs Not Covered Under The Plan.

The Plan shall not provide for:

- (1) Judicial or administrative proceedings involving any of the following as an adverse party:
 - (a) The Plan, or any employee or agent thereof.
 - (b) The Fraternal Order of Police, Tennessee State Lodge, or any subordinate Lodge.
- (2) Any matter or proceeding in which legal services are available through insurance or in which any entity has a legal obligation to provide representation to the Participant.
- (3) Payment of fines, penalties, civil damages, or court awarded attorneys' fees or costs against the Participant.
- (4) Any event occurring prior to the Active or Honorary Member being enrolled in the Plan, even if legal action is not commenced until after said Member is enrolled in the Plan.
- (5) Any legal action arising after an Active or Honorary Member has ceased participation in the Plan, even if the precipitating event occurred while said Member was a Participant.

5.03 Limitation Of Coverage.

During any Plan Year, the total maximum benefit to be paid on behalf of a Participant may be limited at the discretion of the Committee.

5.04 Provider Of Service - Establishment Of Attorney Network.

In addition to administering the Plan, the Committee may establish a network of attorneys across the State of Tennessee who are competent in the areas of the law and administrative procedure that will generally be at issue in claims made by Participants covered by the Plan. Such attorneys may contract with the State Lodge to provide their services at rates and durations established by the Committee and approved by the Board of Directors. The network should be such that the Committee can recommend a competent attorney to any Participant, and that said attorney will be located within a reasonable travel time and distance from the Participant. The Committee, with the approval of the Executive Board or a person authorized by the Board of Directors, can contract with a law firm or other competent firm to establish competency guidelines and to recruit and contract with the attorneys for the network. However, a Participant shall retain the right to employ an attorney of his own choosing, subject to approval by the Committee and the Executive Board or a person authorized by the Executive Board.

In cases of departmental disciplinary charges and grievances, which deal with sanctions not likely to result in termination, nor likely to require further legal action, the Committee shall have the option of sending a non-attorney Fraternal Order of Police representative to assist the Participant. Any payment for services of the representative shall be made with the approval of the Committee and the Executive Board or a person authorized by the Executive Board.

5.05 Payment Of Benefit Claims.

Payment for services rendered shall be made from the Trust Fund either to the Participant or directly to the Attorney involved. Payment will be made only after the service has been rendered and will not be made prospectively unless such payment is specifically approved by the Committee or the Executive Board or a person authorized by the Executive Board. A claim for benefit payment shall be made on such forms as the State Lodge shall make available for such purpose.

ARTICLE VI

POLICIES AND PROCEDURES FOR ADMINISTRATION OF PLAN

6.01 Appointment Of Committee.

The President and Vice-President, consistent with Article XVIII of the Bylaws, shall appoint a Committee to administer the Plan on a day-to-day basis and to direct the Trustee with respect to the accumulation, crediting and distribution of the Trust Fund. The Committee will be subject to the direction and control of the President and Vice-President. The President and Vice-President will be empowered to do the following:

- (1) establish the size of the Committee;
- (2) prescribe rules and operating procedures for the Committee;
- (3) amend the rules and operating process for the Committee either upon its own motion or upon the suggestion of the Committee; and
- (4) appoint the members of the Committee and fill vacancies when they occur.

6.02 Powers Of The Committee.

The Committee shall have such powers as may be necessary to discharge its duties hereunder including, but not limited to, the power to construe and interpret the Plan, prescribe operational rules for the Plan, and to employ for the Plan any agents it deems advisable.

The Committee, with the approval of the Executive Board, shall establish the annual membership fee for the Plan. The fee shall be established by reviewing the Plan's experience over the past year(s), the Plan's fund balance, and any changes made in services covered. Such fee shall be set so as to make the Plan self supporting and fiscally sound.

The Committee, with the approval of the Executive Board, shall have the authority to make such changes in covered services of the Plan as may be deemed in the best interests of the Participants in the Plan.

The Committee, with the approval of the Executive Board, shall have the authority to make special assessments in those situations where such action is necessary to assure the fiscal integrity of the Plan.

Although any changes in fees and/or services are generally only to occur annually, nothing shall prevent the Committee, with the approval of the Executive Board, from authorizing changes in fees and/or covered services at any time, provided that Participants in the Plan be given a minimum of thirty (30) days' notice of said change(s).

6.03 Review Of Claims By Committee.

A standard form for applying for legal aid shall be created and made available to all Participants through their local lodges. The form shall require a brief description of the incident or circumstances leading to the application, and a brief statement of fact concerning the allegations or issue in dispute. The form shall also require the Participant to list his or her name, address, phone numbers where he or she may be reached, and the name, address, and phone number of his or her attorney of choice, if the Participant has retained counsel.

- A. After completion of the standard legal aid request form, the Participant will immediately send the form to the State Lodge Office. The State Secretary shall then notify the President of the State Lodge and the Chairman of the Committee of the request.
- B. The standard form will then be reviewed by the Legal Aid Committee at its next regular or special called meeting.
- C. The Committee will then approve or disapprove the request in whole or in part within 30 days of said meeting.
 1. The Committee may approve legal aid through a certain procedural stage or up to a certain dollar amount and may require a Participant to reapply if further proceedings or appeals are required. Such subsequent proceedings or appeals shall be approved or disapproved after discussion with counsel and after assessing the merits of the case, the expectation of success, the good of the Participant, and the good of the State Lodge.

2. The Committee may approve or disapprove the Participant's attorney of choice and approve an attorney that may be deemed more qualified or may choose to send a non-attorney representative if appropriate. However, the approval of the Committee shall not be unreasonably withheld.

6.04 Authorization Of Emergency Claims.

- A. In those instances where legal defense is required by a Participant before his application can be heard by the Committee, the Participant may receive temporary authorization for legal aid by contacting the President or Secretary of the State Lodge, the Chairman of the Committee, or other such officer or plan administrator that may be appointed by the Board of Directors for such purpose. The authorization may be limited to a specific dollar amount by the person giving such authorization. Such authorization shall cover all usual Plan benefits required and shall be in effect until the next regularly scheduled or special called meeting of the Committee, which shall then review the Participant's application and determine whether further coverage meets the requirements of the Plan.
- B. In the event of an emergency situation, a Participant obtaining such emergency legal aid shall be responsible for forwarding the usual application to the Committee as soon as possible, normally no later than forty-eight (48) hours after the request.
- C. In those circumstances where an Participant has obtained and received legal services for an event that is covered by the Plan prior to those services being approved by the Committee, the Participant may still apply for legal aid coverage and the Committee may authorize that the Participant be reimbursed for those legal aid expenses, so long as the Participant makes application no later than thirty (30) days after the event and the event requiring the legal aid did not occur prior to the Participant being enrolled in the Plan. Such requests shall be reviewed by the Committee only on a case-by-case basis and the Committee will only approve such late requests when it is determined that the lateness of the legal aid request was the result of mitigating circumstances that prevented the Participant from following proper claims procedures.

6.05 Appeal Of Decision Of Committee.

Participants may appeal a decision of the Committee by requesting a hearing before the Executive Board or the full Board of Directors at its next scheduled meeting. Such request must be made within 30 days of notification to the Participant of the decision of the Committee. Any relief granted by the Executive Board or the full Board of Directors shall be in compliance with the Plan guidelines. Decisions of the Executive Board will be final and the Participants in the Plan agree that there is no review of the final decision by any judicial entity.

6.06 Authorization Of Benefit Payments.

The Committee, with approval of the President of the State Lodge, shall issue directions to the Trustee concerning all benefits which are to be paid from the Trust Fund pursuant to the provisions of the Plan.

ARTICLE VII

MISCELLANEOUS

7.01 Amendment.

The Plan and Trust Agreement may be amended by the State Lodge at any time and from time to time, except that no such amendment shall permit the return or reversion to the State Lodge any part of the Trust Fund.

7.02 Termination.

The Plan and Trust Agreement may be terminated at any time by the State Lodge, subject only to the same limitations with respect to the effect of any such termination as are set forth in Section 7.01 with respect to amendments of the Plan and the Trust Agreement.

7.03 Disposition Of Fund Upon Any Termination.

Upon termination of the Plan, the Trustee, in accordance with the Trust Agreement, shall apply all the remaining assets of the Fund in a uniform and nondiscriminatory manner toward the provision of benefits for or on account of Participants included hereunder.

7.04 Construction.

The masculine gender, where it appears in the Plan, shall be deemed to include the feminine gender, and the singular may include the plural, and vice versa, unless the context clearly indicates the contrary.

7.05 Governing Law.

All questions arising with respect to the provisions of this Plan shall be determined by the application of the laws of the State of Tennessee unless preempted by Federal statute.

ATTEST:

IN WITNESS WHEREOF:

George Allison

Joy J. King
President, Tennessee State Lodge

**SUMMARY PLAN DESCRIPTION
FOR THE
TENNESSEE STATE LODGE, INC.
LEGAL AID PLAN**

The Tennessee State Lodge, Inc. Fraternal Order of Police has adopted a Legal Aid Plan to provide active members with legal representation with regard to claims relating to (1) the performance of their official duties and (2) disciplinary or other job-related administrative proceedings relating to their job performance. The benefits provided by the Plan will be paid from a Trust Fund established by the State Lodge.

This Summary Plan Description is written to assist you in understanding the Plan, and explains your rights and duties as fully and clearly as possible.

This Summary Plan Description sets forth a series of questions and answers pertaining to the principal provisions of the Plan. We have attempted to write questions that you might ask and as we would answer them, but even though we have tried to provide simple and easily understood answers, you should always remember that the Plan itself is the official document and final answer. If any conflict arises with respect to interpreting these questions and answers or any other questions, the exact terms of the Plan will control.