At Middlebury Community Schools, we are committed to a comprehensive employee benefit program to help our employees stay healthy, feel secure and maintain a work/life balance.

Who Is Eligible?

Full-time employees, working a minimum of 30 hours per week, and their family members are eligible to enroll in the benefits described in this guide. Children can remain covered up to age 26 for all lines of coverage.

When Are You Eligible?

Newly Eligible Employees: Benefits are effective as follows:

- **Medical, Dental, Vision and Basic Life/AD&D**: 1st day of the month following date of hire.
- **Long-term Disability**: Day following 30 days of hire or Day of Hire (Administration Only)

Annual Open Enrollment: You may make changes to your benefit elections during your open enrollment period for a January 1st effective date.

Qualified Change in Status: You may make benefit changes within 30 days of a qualified event. Qualified events include marriage, divorce, legal separation, birth or adoption of a child, change in child’s dependent status, death of dependent, change in residence due to an employment transfer for you or your spouse or change in spouse’s benefits or employment status.

Note: Employee is responsible for notifying Human Resources of any changes within 30 days.
Contact Information

Refer to this list to contact one of your benefit vendors. For general information, contact Human Resources.

**MEDICAL**
Page 3
Provider Name: Anthem
Policy Number: L04561M001
Phone Number: 833-578-4441
Web Address: www.anthem.com

Pharmacy Benefits Manager: Ingenio
Phone Number: 833-419-0530
Web Address: www.ingenio-rx.com

**CARE ATC**
Page 7-8
Phone Number: 800-993-8244

**FLEXIBLE SPENDING ACCOUNT (FSA)**
Page 9
Provider Name: Medcom
Policy Number: T00825
Phone Number: 800-523-7542, Option 1
Web Address: www.medcombenefits.com

**DENTAL**
Page 11
Provider Name: Paramount Dental (formerly HRI)
Policy Number: 0604 1910 15MI
Phone Number: 800-727-1444
Web Address: www.insuringsmiles.com

**VISION**
Page 12
Provider Name: Davis Vision by Paramount Dental (formerly HRI)
Policy Number: 0604 1910 15MI
Phone Number: 800-999-5431
Web Address: www.davisvision.com

**LONG TERM DISABILITY**
Page 13
Provider Name: National Insurance Services
Policy Number: 117272
Phone Number: 800-627-3660
Web Address: www.nisbenefits.com

**LIFE & ACCIDENTAL DEATH & DISMEMBERMENT**
Page 13
Provider Name: Dearborn National
Policy Number: F015852
Phone Number: 800-778-2281
Web Address: www.dearbornnational.com

**EMPLOYEE ASSISTANCE PROGRAM (EAP )**
Page 13
Provider Name: New Avenues
Phone Number: 800-731-6501
Web Address: www.NewAvenuesOnline.com

**THE HORTON GROUP**
Christina Papai, Assistant Client Manger
Customer Service/Claims Assistance/Benefit Questions
Phone Number: 708-845-3037
Email Address: christina.papai@thehortongroup.com

The information in this Enrollment Guide is presented for illustrative purposes and is based on information provided by the employer. The text contained in this Guide was taken from various summary plan descriptions and benefit information. While every effort was taken to accurately report your benefits, discrepancies or errors are always possible. In case of discrepancy between the Guide and the actual plan documents, the actual plan documents will prevail. All information is confidential, pursuant to the Health Insurance Portability and Accountability Act of 1996. If you have any questions about your Guide, contact Human Resources.
# Medical – Anthem

## PPO Plan

<table>
<thead>
<tr>
<th>Network</th>
<th>In-Network</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Annual Deductible</strong></td>
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</tr>
<tr>
<td>Individual</td>
<td>$1,500</td>
<td>$3,000</td>
</tr>
<tr>
<td>Family</td>
<td>$3,000</td>
<td>$6,000</td>
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<table>
<thead>
<tr>
<th><strong>Out-of-Pocket Maximum</strong></th>
<th>In-Network</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>(includes copayments, deductibles, coinsurance and Rx copayments)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Individual</td>
<td>$3,000</td>
<td>$6,000</td>
</tr>
<tr>
<td>Family</td>
<td>$6,000</td>
<td>$12,000</td>
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<table>
<thead>
<tr>
<th><strong>Coinsurance</strong></th>
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<tbody>
<tr>
<td>80%</td>
<td>70%</td>
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</table>

<table>
<thead>
<tr>
<th><strong>Lifetime Maximum</strong></th>
<th>Individual</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unlimited</td>
<td>Unlimited</td>
<td></td>
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</tbody>
</table>

### Physician Office Services
- **Primary Physician Office Visit**: $40 Copay, 70% after Ded.
- **Specialist Physician Office Visit**: $70 Copay, 70% after Ded.
- **Teladoc Visit**: $15 Copay, NA
- **Care ATC Clinic Visit**: 100%, NA

<table>
<thead>
<tr>
<th><strong>Preventive Care</strong></th>
<th>Individual</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>100%</td>
<td>70% after Ded.</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Urgent Care Center Services</strong></th>
<th>Individual</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>$60 Copay</td>
<td>70% after Ded.</td>
<td></td>
</tr>
</tbody>
</table>

### Hospital Services
- **Inpatient Stay**: 80% after Ded. 70% after Ded.
- **Outpatient Hospital Services**: 80% after Ded. 70% after Ded.
- **Emergency Room**: $250 Copay; then 80% after Ded.

### Prescription Drugs

#### Retail & Mail Order
- **Generic**: 20% of Discounted Drug Cost, after Deductible
- **Preferred brand Specialty**: 20% of Discounted Drug Cost, after Deductible
- **Non-preferred brand Specialty**: 20% of Discounted Drug Cost, after Deductible

---

See Certificate of Coverage for full policy details including limits and exclusions – for a copy see Human Resources.
To identify an in-network provider go to [www.anthem.com](http://www.anthem.com)
You’ve got quick access to your health care!

Register on anthem.com or the Sydney mobile app.* Have your member ID card handy to register

From your computer

1. Go to anthem.com/register
2. Provide the information requested
3. Create a username and password
4. Set your email preferences
5. Follow the prompts to complete your registration

It’s easy. Everything you need to know about your plan — including medical — in one place. Making your health care journey simple, personal — all about you.

From your mobile device

1. Download the free Sydney mobile app and select Register
2. Confirm your identity
3. Create a username and password
4. Confirm your email preferences
5. Follow the prompts to complete your registration

Need help signing up?
Call us at 1-866-755-2680.

* You must be 18 years or older to register your own account.

Anthem Blue Cross and Blue Shield is the trade name of the Colorado Rocky Mountain Health and Medical Services, Inc. HMO products are underwritten by Blue Cross and Blue Shield of Colorado, Inc. Copies of Colorado network access plans are available in 30 counties in the Kansas City area. RightCHOICE® Managed Care, Inc.; BCBSWI, Wisconsin Blue Cross and Blue Shield; and WCIC, Wisconsin Compcare, Inc., are Wisconsin Blue Cross and Blue Shield licensees and are completely owned subsidiaries of Blue Cross Blue Shield of Wisconsin.)

Visit anthem.com/networkaccess for a complete list of plans and service areas.

Call us at 1-866-755-2680.

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Visit anthem.com/networkaccess for a complete list of plans and service areas.

Call us at 1-866-755-2680.
When you’re not feeling well, Sydney Health can help

Check your symptoms and connect with a doctor through the app.

The Sydney Health mobile app is a quick and convenient way to assess your symptoms when you’re sick and connect with a doctor, wherever you are.

Assess your symptoms
Start with the Symptom Checker and answer a few questions about how you are feeling. You’ll receive information and advice tailored to your gender, age, and medical history. The Symptom Checker was built with doctors and medical professionals. It intuitively uses the information you provide to narrow down millions of medical data points and assess your specific symptoms before you even see a doctor.

Connect with a doctor
The app can connect you to a board-certified doctor through a Virtual Text Visit or Video Visit right from your phone or tablet.

Virtual Text Visits offer the convenience and privacy of texting with a qualified doctor anytime, anywhere. Through a Virtual Video Visit, the doctor will be able to see what you’re experiencing and diagnose your symptoms. They can talk about your treatment options and order prescriptions and labs, as needed. They can also let you know whether you need an in-person visit as a next step.

Save money
The Sydney Health Symptom Checker is free. Virtual Text Visits cost less than most copays. at $10 or less per visit depending on your plan. Virtual Video Visits through LiveHealth Online are $59 or less depending on your plan.

Download the free Sydney Health mobile app today. You’ll be able to check your symptoms when you’re sick and connect to care directly from your mobile device.
LiveHealth Online

Frequently asked questions and answers

What is LiveHealth Online?
LiveHealth Online lets you have a video visit with a board-certified doctor using your smartphone, tablet or computer with a webcam. No appointments, no driving and no waiting at an urgent care center. Doctors are available 24/7 to assess your condition and, if it’s needed, they can send a prescription to your local pharmacy.*

Use LiveHealth Online if you have pinkeye, a cold, the flu, a fever, rashes, infections, allergies or another common health condition. It’s faster, easier and more convenient than a visit to an urgent care center.

Why would I use LiveHealth Online instead of going to visit my doctor in person?
LiveHealth Online isn’t meant to replace your primary care doctor. It’s a convenient option for care when your doctor isn’t available. LiveHealth Online connects you with a doctor in minutes. Plus, you can get a LiveHealth Online visit summary from the MyHealth tab at livehealthonline.com to print, email or fax to your primary care doctor.

LiveHealth Online should not be used for emergency care. If you have a medical emergency, call 911 right away.

When is LiveHealth Online available?
Doctors are available 24/7, 365 days a year.

How does LiveHealth Online work?
When you need to see a doctor, simply go to livehealthonline.com or use the LiveHealth Online mobile app. Pick the state you’re in and answer a few questions.

Setting up an account allows you to securely store your personal and health information. Plus, you can easily connect with doctors in the future, share your health history and set up online visits at times that fit your schedule. Once connected, you can talk with the doctor as if you were in a private exam room.
Middlebury Community Schools

NO-COST MEDICAL CLINIC

Your clinic offers the following benefits at no cost to you!
✓ Completely confidential
✓ No co-pay & no deductible
✓ Minimal waiting room time
✓ Full service primary care
✓ On-site lab draws
✓ On-site generic prescriptions

What can be treated?

| ✓ Allergies       | ✓ Asthma       |
| ✓ Cold and Flu   | ✓ Congestion  |
| ✓ Diabetes       | ✓ Headaches   |
| ✓ Management     | ✓ High Cholesterol |
| ✓ High Blood Pressure | ✓ PHAs |
| ✓ Lab Work/Tests | ✓ Tobacco Cessation |

Meet Dr. Imhoff
Dr. Trisha Imhoff completed her Bachelor of Science at Grand Valley State University before going on to Medical School at Wayne State University. She completed her residency in Family Medicine at Summa Family Medicine in Akron, OH and served as a Chief Resident. Dr. Imhoff practiced in Commerce City, Colorado at Rocky Mountain Urgent Care and Family Medicine.

Dr. Imhoff is board certified in Family Medicine and is a member of the American Academy of Family Physicians.

Middlebury Clinic

New Address 56853 Northridge Drive
Middlebury, IN 46540

Hours M/W 12 - 5pm
Tu/F 7am - 12pm
Th closed

New Address & Hours Effective July 1st 2019

TO SCHEDULE AN APPOINTMENT:
Log in at patients.careatc.com or call 800.993.8244
**No-Cost Generic Medications—Did You Know These Medications Are Available To You Free of Charge When You Are A Patient At The CareATC Clinic?**

Available at your CareATC Clinic:

<table>
<thead>
<tr>
<th>ALLERGY</th>
<th>CARDIOVASCULAR</th>
<th>RESPIRATORY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diphenhydramine (Benadryl)</td>
<td>Amlodipine (Lotrel, Norvasc)</td>
<td>Albuterol Sulfate</td>
</tr>
<tr>
<td>Fexofenadine (Allegra)</td>
<td>Benazapril</td>
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<tr>
<td>Fluticasone (Flonase)</td>
<td>Carvedilol (Coreg)</td>
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<tr>
<td>Montelukast (including chewables)</td>
<td>Enalapril</td>
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<td></td>
<td>Hydrochlorothiazide</td>
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<td></td>
<td>Lisinopril (Prinivil, Zestril)</td>
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<td></td>
<td>Losartan (Cozaar)</td>
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<td></td>
<td>Metoprolol Tartrate (Lopressor)</td>
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<td></td>
<td>Nitrostat</td>
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<td></td>
<td>Ramipril (Altace)</td>
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<tr>
<td>ANTIHEMORRHAGIC</td>
<td>CHOLESTEROL</td>
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<td></td>
<td>Atorvastatin Calcium (Lipitor)</td>
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<td></td>
<td>Lovastatin</td>
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<td></td>
<td>Simvastatin (Zocor)</td>
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<td></td>
<td>Rosuvastatin</td>
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<tr>
<td>ANTIINFECTIONAL</td>
<td>DIABETES</td>
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<tr>
<td></td>
<td>Gemfibrozil</td>
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<td></td>
<td>Glimepiride (Amaryl)</td>
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<td></td>
<td>Glipizide (Glucotrol)</td>
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<td></td>
<td>Glyburide</td>
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<td></td>
<td>Metformin (Fortamet, Glucophage, Glumetza)</td>
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<tr>
<td>ANTIFUNGAL</td>
<td>INFLAMMATION/PAIN</td>
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<tr>
<td>Chlorthalidone</td>
<td>Acetaminophen (Tylenol)</td>
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<tr>
<td>Fluconazole (Diffucan)</td>
<td>Cyclobenzaprine HCL (Flexeril)</td>
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<tr>
<td>Metronidazole</td>
<td>Ibuprofen (Advil, Motrin)</td>
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<tr>
<td></td>
<td>Meloxicam (Mobic)</td>
<td></td>
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<tr>
<td></td>
<td>Naproxen (Aleve, Naprosyn)</td>
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<tr>
<td></td>
<td>Aspirin</td>
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</tr>
</tbody>
</table>

* Medication list subject to provider; may change without notice
A Flexible Spending Account (FSA) allows you to pay for qualified Health Care and Dependent Care expenses using tax-free dollars. The amount you elect is deducted from your paycheck pre-tax. This means you do not pay Federal Income Tax or Social Security Taxes on that portion of your paycheck. The money that is deducted is then used to reimburse your eligible qualified expenses.

### Health Care FSA

A Health Care FSA allows you to pay for unreimbursed health care expenses for you, your spouse and dependent children. You do not need to be on your employer sponsored health plan to sign up for a FSA.

Examples Of Eligible Health Care Expenses Include:
- Medical Plan Deductibles
- Co-Pays
- Dental Expenses (Including Orthodontics)
- Eye Exams, Glasses and Contacts

One of the biggest advantages of the Health Care FSA is that you can access your entire elected amount on the first day of the plan year. So, there's no need to wait until funds have been payroll deducted to use your FSA.

As you plan your FSA expenses for the year, it is important that you make accurate and conservative estimates. You are allowed to carry over up to $570 of your unused funds to the following year.

The annual maximum amount you may contribute to the Health Care FSA is $2,850 per-calendar year.

### Limited FSA

What is a limited FSA?

A limited-purpose health flexible spending account (referred to as a limited-purpose FSA) is much like a typical, general-purpose health FSA; however, under a limited-purpose FSA, eligible expenses are limited to qualifying dental and vision expenses.

If contributing to a HSA, this is the only FSA available to you.

### Dependent Care FSA

A Dependent Care FSA allows you to pay for child or elder care expenses using tax-free dollars. These expenses must be incurred while you are employed and must be for the care of a qualified dependent.

Examples Of Eligible Dependent Care Expenses Include:
- Pre-School Charges
- Before-and After-School Care
- Day Care Centers
- Summer Day Camps
- And More

Unlike the Health Care FSA, Dependent Care FSA funds are not available to you day one. These funds must accumulate before you can reimburse yourself, and you can only be reimbursed up to the amount you have in the account at any given time.

The annual maximum amount you may contribute to the Dependent Care FSA is $5,000 (or $2,500 if married or filing separately) per-calendar year.

Dependent Care election amounts can be changed during the year as cost changes.

### Flex Debit Card

The Flex Debit Card allows you to pay for your healthcare needs on the spot at qualified locations without having to wait for a reimbursement check. The card can be used at hospitals, physician offices, dental offices, vision service providers and pharmacies. Copies of receipts for some expenses still need to be submitted.

**Flex Debit Card Advantage**
- Payment comes directly from your Health Care FSA account, which reduces your out-of-pocket expense
- Limits the need to submit claim forms and wait for reimbursement

Middlebury Community Schools FSA plan year is January 1st through December 31st.

- Any changes in election (other than January 1st) can only happen if there is a family status change (Marriage, Divorce, Birth or Death)
- In order for the employee’s child’s claims to be paid, the child must be dependent of the employee by IRS
The Medcom Mobile App

Make better healthcare spending and saving decisions with the Medcom Mobile App!

The Medcom Mobile app takes the guesswork out of your healthcare spending and saving decisions. It includes a personalized, real-time, and self-guided experience that ensures you have access to not only powerful self-service capabilities such as viewing and managing your account information, submitting claims, and accessing account alerts but also actionable insights that lead you down a path to better healthcare spending and saving behaviors.

Medcom Mobile combines health and wealth in one location, giving you personalized, low-cost, high-quality healthcare options, making you a smarter healthcare consumer by spending less now and saving more for the future.

Get the most of every dollar

- A modern, easy-to-use mobile experience with powerful self-service capabilities
- Virtual medicine cabinet for managing your monthly drug costs
- Data-driven tools, including a personalized Smart Score, that guide you to make informed decisions about where to best spend and save your healthcare dollars
- Find care to help you search for providers or procedure and drug prices
- Funding calculator to help you save for the future
- Personalized recommendations to help you maximize account value

Download it Today!

* The Medcom Benefit Solutions Mobile App is available on the App Store and Google Play.

Contact

www.medcombenefits.com
MedcomReceipts@medcombenefits.com
### Dental – Paramount Dental (formerly HRI)

<table>
<thead>
<tr>
<th>HRI DHO Plan 7</th>
<th>In-Network</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Network</strong></td>
<td>PPO</td>
<td></td>
</tr>
<tr>
<td><strong>Annual Deductible</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Does Not Apply To Preventive Services)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Individual</td>
<td>$50</td>
<td>$50</td>
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<tr>
<td>Family</td>
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<tr>
<td><strong>Calendar Year Maximum</strong></td>
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<tr>
<td><strong>Preventive Services</strong></td>
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<tr>
<td>Oral Exams</td>
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<td>100%</td>
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<tr>
<td>Cleanings</td>
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<td>X-Rays</td>
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<td>Fluoride Treatment</td>
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<td><strong>Basic Services</strong></td>
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<td>Simple Exactions</td>
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<tr>
<td>Incision &amp; Drainage</td>
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<td>80%</td>
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<tr>
<td>Fillings (silver or white)</td>
<td>80%</td>
<td>80%</td>
</tr>
<tr>
<td>Periodontal Maintenance</td>
<td>80%</td>
<td>80%</td>
</tr>
<tr>
<td>General Anesthesia</td>
<td>80%</td>
<td>80%</td>
</tr>
<tr>
<td><strong>Major Services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crowns/Inlay/Onlay</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>Dentures</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>Fixed Bridges</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td><strong>Orthodontic Services (to age 26)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Orthodontic Lifetime Maximum</td>
<td>50% up to a lifetime Maximum of $1,000</td>
<td></td>
</tr>
</tbody>
</table>

See Certificate of Coverage for full policy details including limits and exclusions – for a copy see Human Resources. To identify an in-network provider go to [www.InsuringSmiles.com/FindADentist](http://www.InsuringSmiles.com/FindADentist)
<table>
<thead>
<tr>
<th>Benefits</th>
<th>Frequency</th>
<th>In-Network</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Network</strong></td>
<td></td>
<td><strong>Davis Vision</strong></td>
<td></td>
</tr>
<tr>
<td>Eye Examination</td>
<td>12 months</td>
<td>100% after $10 Copay</td>
<td>Reimbursement up to $40</td>
</tr>
<tr>
<td>Standard Lenses</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single Vision</td>
<td>12 Months</td>
<td>100% after $25 Materials Copay</td>
<td>Reimbursement up to $40</td>
</tr>
<tr>
<td>Bifocal</td>
<td></td>
<td>100% after $25 Materials Copay</td>
<td>Reimbursement up to $60</td>
</tr>
<tr>
<td>Trifocal</td>
<td></td>
<td>100% after $25 Materials Copay</td>
<td>Reimbursement up to $80</td>
</tr>
<tr>
<td>Frames</td>
<td>24 Months</td>
<td>$150 frame allowance after $25</td>
<td>Reimbursement up to $50</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Materials Copay</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>- OR -</td>
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<tr>
<td></td>
<td></td>
<td>Up to $195 allowance after $25</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Materials Copay for Davis Vision</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Collection frames</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- OR -</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$200 allowance after $25 Materials</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Copay on any frame from a</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Visionworks family of store</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>locations, respectively</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>20% additional discount at</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>participating providers for amount</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>over the allowance</td>
<td></td>
</tr>
<tr>
<td>Contact Lenses in Lieu of</td>
<td>12 Months</td>
<td>$150 allowance then 15% additional</td>
<td>Reimbursement up to $105</td>
</tr>
<tr>
<td>Eyeglasses</td>
<td></td>
<td>discount at participating providers</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>for the remaining balance</td>
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</tr>
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<td></td>
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<td>- OR -</td>
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<tr>
<td></td>
<td></td>
<td>Medically Necessary</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Covered in Full for Davis Vision</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Collection contact lenses</td>
<td></td>
</tr>
</tbody>
</table>

**LASER VISION CORRECTION SURGERY**
Laser Vision Correction discounts of up to 25% off the provider’s Usual & Customary fees, or 5% off advertised specials, whichever is lower.

**OUT-OF-NETWORK**
You may receive services from an out-of-network provider, although you will receive the greatest value and maximize your benefit dollars if you select a provider who participates in the network. If you choose an out-of-network provider, you must pay the provider directly for all charges and then submit a claim for reimbursement to:

Vision Care Processing Unit  
P.O. Box 1525  
Latham, NY 12110

See Certificate of Coverage for full policy details including limits and exclusions – for a copy see Human Resources
To identify a Davis Vision provider go to www.davisvision.com.
Employee Life & AD&D – Dearborn National

Middlebury Community Schools provides and pays for Group Life and AD&D Insurance for all full-time employees. The beneficiary you designate will receive the Life Insurance benefit. Please contact Human Resources to update any beneficiary information or to obtain plan benefit details.

Long Term Disability – National Insurance Services

Middlebury Community Schools provides and pays all but $1 per year per employee for Long Term Disability Insurance. In the event you become disabled from a non-work-related injury or sickness, Long Term Disability benefits are provided as a source of income.

Employee Assistance Program (EAP) – New Avenues

Middlebury Community Schools recognizes the serious effects of stress, personal problems, family issues, financial and other concerns on the lives and productivity of our employees. We further recognize that these are frequently problems that can be resolved with short term professional help. Through the New Avenues EAP, you and your immediate family members may take advantage of confidential counseling services. It is not necessary to participate in our health plan to take advantage of EAP services.

Middlebury Community Schools has pre-paid for 5 face-to-face visits with a licensed therapist or counselor per family per contract year. There are no additional costs to employees.

- Employees will have a wide choice of EAP counselors conveniently located in offices near their homes or workplaces. The majority of EAP affiliated counselors participate with our health plan, so if additional services are needed, there is smooth continuity of care. EAP visits are completely confidential.
- New Avenues provides referral assistance with specialized financial counselors for help with budgeting, credit card, or debt management problems.

- Online Work-Life Program: New Avenues also offers a wealth of information online through their web site at www.NewAvenuesOnline.com. You will have access to online counseling through eSession CONNECT, read articles on family life, health and wellness, take free and confidential health assessments, access Web MD™, download simple legal templates, make decisions with financial calculators, save household money through coupons on the consumer savings center – all at no cost to you. Check out the Work-Life Resource Center, password:EAP.
- Employees will also have access to Structured Telephonic Counseling (STC), where they may speak directly with a counselor no matter where they are, 24/7. Call 855-492-3625 to access this feature.

The New Avenues Employee Assistance Program (EAP) is available to help with a wide range of concerns. Starting the process is easy, just a toll-free telephone call away: 800-731-6501.

We hope that you will find this service of considerable value in supporting your well-being and that of your family.
IMPORTANT NOTICES

Family and Medical Leave Act (FMLA)

If an employee is granted a leave of absence (Leave) by the employer as required by the Federal Family and Medical Leave Act, s/he may continue to be covered under the plan for the duration of the Leave under the same conditions as other employees who are currently employed and covered by the plan. If the employee chooses to terminate coverage during the Leave, or if coverage terminates because of nonpayment of any required contribution, coverage may be reinstated on the date the employee returns to work immediately following the end of the Leave. Charges incurred after the date of reinstatement will be paid as if the employee had been continuously covered.

HIPAA – Portability Rights and Special Enrollment Rights

Right to get special enrollment in another plan. Under HIPAA, if you lose your group health plan coverage, you may be able to get into another group health plan for which you are eligible (such as a spouse’s plan), even if the plan generally does not accept late enrollees, if you request enrollment within 30 days. (Additional special enrollment rights are triggered by marriage, birth, adoption, and placement for adoption.)

- Therefore, once your coverage ends, if you are eligible for coverage in another plan (such as a spouse’s plan), you should request special enrollment as soon as possible.

Newborns’ and Mothers’ Health Protection Act of 1996

Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother or newborn’s attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the insurance carrier for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Women’s Health and Cancer Rights Act of 1998

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women’s Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for:

- All stages of reconstruction of the breast on which the mastectomy has been performed;
- Surgery and reconstruction of the other breast to produce symmetrical appearance;
- Prostheses and
- Treatment of physical complications of all stages of mastectomy, including lymphedemas.

These benefits may be subject to annual deductibles and coinsurance provisions as may be deemed appropriate and as are consistent with those established for other benefits under the plan.

Horton is not providing legal advice or creating an attorney-client relationship by providing the sample notices. Horton is not undertaking to identify all potential liabilities that may arise out of the use of the sample notices. While every effort has been made to provide a complete summary and sampling of required notices, the sample notices are to be used to provide a basic understanding of the subject matter and should not be considered exhaustive. Horton strongly encourages you to seek independent legal counsel regarding the reliability and accuracy of information provided in the sample forms.

Additionally, please note that the enclosed information is Federal-specific. State mandates may also apply.
Health Insurance Exchange Notice

For Employers Who Offer a Health Plan to Some or All Employees

New Health Insurance Marketplace Coverage Options and Your Health Coverage

PART A: General Information
When key parts of the health care law take effect in 2014, there will be a new way to buy health insurance: The Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the new Marketplace and employment-based health coverage offered by your employer.

What is the Health Insurance Marketplace?
The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through the Marketplace begins in October 2013 for coverage starting as early as January 1, 2014.

Can I Save Money on my Health Insurance Premiums in the Marketplace?
You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?
Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.78% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.¹

Note: If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution—as well as your employee contribution to employer-offered coverage—is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

How Can I Get More Information?
For more information about your coverage offered by your employer, please check your summary plan description or contact:

¹ An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs.
Carlie Davis
56853 Northridge Dr.
Middlebury, Indiana 46540
(574) 825-9425

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit HealthCare.gov for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

PART B: Information About Health Coverage Offered by Your Employer
This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

<table>
<thead>
<tr>
<th>3. Employer name</th>
<th>4. Employer Identification Number (EIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Middlebury Community Schools</td>
<td>35-1097817</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. Employer address</th>
<th>6. Employer phone number</th>
</tr>
</thead>
<tbody>
<tr>
<td>56853 Northridge Dr.</td>
<td>(574) 825-9425</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7. City</th>
<th>8. State</th>
<th>9. ZIP code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Middlebury</td>
<td>Indiana</td>
<td>46540</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>10. Who can we contact about employee health coverage at this job?</th>
<th>11. Phone number</th>
<th>12. Email address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carlie Davis</td>
<td>(574) 825-9425</td>
<td></td>
</tr>
</tbody>
</table>

Here is some basic information about health coverage offered by this employer:

- As your employer, we offer a health plan to:
  - Some employees. Eligible employees are:
    - Full-time employees working a minimum of 30 hours per week and satisfies the waiting period.
  - With respect to dependents:
    - We do offer coverage. Eligible dependents are: Spouse and/or dependent children. Children can remain covered up to age 26

- If checked, this coverage meets the minimum value standard, and the cost of this coverage to you is intended to be affordable, based on employee wages.

Note: Even if your employer intends your coverage to be affordable, you may still be eligible for a premium discount through the Marketplace. The Marketplace will use your household income, along with other factors, to determine whether you may be eligible for a premium discount. If, for example, your wages vary from week to week (perhaps you are an hourly employee or you work on a commission basis), if you are newly employed mid-year, or if you have other income losses, you may still qualify for a premium discount.
Notice of Special Enrollment Rights

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to enroll yourself and your dependents in this plan if you or your dependents lose eligibility for that other coverage (or if the employer stops contributing toward your or your dependents’ other coverage). However, you must request enrollment within 30 days after your or your dependents’ other coverage ends (or after the employer stops contributing toward the other coverage).

If you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption.

If you or your dependent(s) lose coverage under a state Children’s Health Insurance Program (CHIP) or Medicaid, you may be able to enroll yourself and your dependents. However, you must request enrollment within 60 days after the loss of CHIP or Medicaid coverage.

If you or your dependent(s) become eligible to receive premium assistance under a state CHIP or Medicaid, you may be able to enroll yourself and your dependents. However, you must request enrollment within 60 days of the determination of eligibility for premium assistance from state CHIP or Medicaid.

To request special enrollment or obtain more information, contact Carlie Davis at 56853 Northridge Dr., Middlebury, Indiana 46540, (574) 825-9425.
Wellness Program Disclosure

Your health plan is committed to helping you achieve your best health. Rewards for participating in a wellness program are available to all employees. If you think you might be unable to meet a standard for a reward under this wellness program, you might qualify for an opportunity to earn the same reward by different means. Contact Carlie Davis at 56853 Northridge Dr., Middlebury, Indiana 46540, (574) 825-9425 and we will work with you (and, if you wish, with your doctor) to find a wellness program with the same reward that is right for you in light of your health status.
Notice of Privacy Practices

Middlebury Community Schools
56853 Northridge Dr.
Middlebury, Indiana 46540
(574) 825-9425

Privacy Official:

Carlie Davis
56853 Northridge Dr.
Middlebury, Indiana 46540
(574) 825-9425

Effective Date: 10/01/2020

Your Information. Your Rights. Our Responsibilities.
This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

Your Rights
You have the right to:

- Get a copy of your health and claims records
- Correct your health and claims records
- Request confidential communication
- Ask us to limit the information we share
- Get a list of those with whom we’ve shared your information
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated

Your Choices
You have some choices in the way that we use and share information as we:

- Answer coverage questions from your family and friends
- Provide disaster relief
- Market our services and sell your information

Our Uses and Disclosures
We may use and share your information as we:

- Help manage the health care treatment you receive
- Run our organization
- Pay for your health services
- Administer your health plan
- Help with public health and safety issues
• Do research
• Comply with the law
• Respond to organ and tissue donation requests and work with a medical examiner or funeral director
• Address workers' compensation, law enforcement, and other government requests
• Respond to lawsuits and legal actions

Your Rights
When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

Get a copy of health and claims records
• You can ask to see or get a copy of your health and claims records and other health information we have about you. Ask us how to do this.
• We will provide a copy or a summary of your health and claims records, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

Ask us to correct health and claims records
• You can ask us to correct your health and claims records if you think they are incorrect or incomplete. Ask us how to do this.
• We may say "no" to your request, but we'll tell you why in writing within 60 days.

Request confidential communications
• You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
• We will consider all reasonable requests, and must say "yes" if you tell us you would be in danger if we do not.

Ask us to limit what we use or share
• You can ask us not to use or share certain health information for treatment, payment, or our operations.
• We are not required to agree to your request, and we may say "no" if it would affect your care.

Get a list of those with whom we've shared information
• You can ask for a list (accounting) of the times we've shared your health information for six years prior to the date you ask, who we shared it with, and why.
• We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We'll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

Get a copy of this privacy notice
You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

Choose someone to act for you
• If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
• We will make sure the person has this authority and can act for you before we take any action.

File a complaint if you feel your rights are violated
• You can complain if you feel we have violated your rights by contacting us at:
  Carlie Davis
  56853 Northridge Dr.
  Middlebury, Indiana 46540
  (574) 825-9425
• You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.
• We will not retaliate against you for filing a complaint.

Your Choices
For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

• Share information with your family, close friends, or others involved in payment for your care
• Share information in a disaster relief situation

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

In these cases we never share your information unless you give us written permission:

• Marketing purposes
• Sale of your information

Our Uses and Disclosures
How do we typically use or share your health information?
We typically use or share your health information in the following ways.

Help manage the health care treatment you receive
We can use your health information and share it with professionals who are treating you.

Example: A doctor sends us information about your diagnosis and treatment plan so we can arrange additional services.

Run our organization
• We can use and share your information to run our organization and contact you when necessary.
• We are not allowed to use genetic information to decide whether we will give you coverage and the price of that coverage. This does not apply to long term care plans.

Example: We use health information about you to develop better services for you.

Pay for your health services
We can use and disclose your health information as we pay for your health services.

Example: We share information about you with your dental plan to coordinate payment for your dental work.

Administer your plan
We may disclose your health information to your health plan sponsor for plan administration.

Example: Your company contracts with us to provide a health plan, and we provide your company with certain statistics to explain the premiums we charge.

How else can we use or share your health information?
We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information, see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticепp.html.

Help with public health and safety issues
We can share health information about you for certain situations such as:

• Preventing disease
• Helping with product recalls
• Reporting adverse reactions to medications
• Reporting suspected abuse, neglect, or domestic violence
• Preventing or reducing a serious threat to anyone’s health or safety

Do research
We can use or share your information for health research.

Comply with the law
We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we’re complying with federal privacy law.

Respond to organ and tissue donation requests and work with a medical examiner or funeral director

• We can share health information about you with organ procurement organizations.
• We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

Address workers’ compensation, law enforcement, and other government requests
We can use or share health information about you:

• For workers’ compensation claims
• For law enforcement purposes or with a law enforcement official
• With health oversight agencies for activities authorized by law
• For special government functions such as military, national security, and presidential protective services

**Respond to lawsuits and legal actions**

We can share health information about you in response to a court or administrative order, or in response to a subpoena.

**Our Responsibilities**

• We are required by law to maintain the privacy and security of your protected health information.
• We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
• We must follow the duties and privacy practices described in this notice and give you a copy of it.
• We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information, see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html).

**Changes to the Terms of this Notice**

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, on our web site, and we will mail a copy to you.
Women's Health and Cancer Rights Act (WHCRA) Notices

Enrollment Notice
If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications of the mastectomy, including lymphedema.

These benefits will be provided subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under this plan. Therefore, the following deductibles and coinsurance apply: $1500 deductible (in-network) and 20% coinsurance (in-network) and $3000 deductible (out-of-network) and 30% coinsurance (out-of-network). If you would like more information on WHCRA benefits, call your plan administrator at (574) 825-9425.

Annual Notice
Do you know that your plan, as required by the Women's Health and Cancer Rights Act of 1998, provides benefits for mastectomy-related services including all stages of reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy, including lymphedema? Call your plan administrator at (574) 825-9425 for more information.
Employer’s Children’s Health Insurance Program (CHIP) Notice

Premium Assistance Under Medicaid and the Children’s Health Insurance Program (CHIP)

If you or your children are eligible for Medicaid or CHIP and you’re eligible for health coverage from your employer, your state may have a premium assistance program that can help pay for coverage, using funds from their Medicaid or CHIP programs. If you or your children aren’t eligible for Medicaid or CHIP, you won’t be eligible for these premium assistance programs but you may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information, visit www.healthcare.gov.

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a State listed below, contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, contact your State Medicaid or CHIP office or dial 1-877-KIDS NOW or www.insurekidsnow.gov to find out how to apply. If you qualify, ask your state if it has a program that might help you pay the premiums for an employer-sponsored plan.

If you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must allow you to enroll in your employer plan if you aren’t already enrolled. This is called a “special enrollment” opportunity, and you must request coverage within 60 days of being determined eligible for premium assistance. If you have questions about enrolling in your employer plan, contact the Department of Labor at www.askbsa.dol.gov or call 1-866-444-EBSA (3272).

If you live in one of the following states, you may be eligible for assistance paying your employer health plan premiums. The following list of states is current as of July 31, 2019. Contact your State for more information on eligibility —

<table>
<thead>
<tr>
<th>ALABAMA – Medicaid</th>
<th>FLORIDA – Medicaid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Website: <a href="http://myalhipp.com/">http://myalhipp.com/</a></td>
<td></td>
</tr>
<tr>
<td>Phone: 1-855-692-5447</td>
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<tr>
<th>ALASKA – Medicaid</th>
<th>GEORGIA – Medicaid</th>
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<tr>
<td>The AK Health Insurance Premium Payment Program</td>
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<tr>
<td>Website: <a href="http://myakhipp.com/">http://myakhipp.com/</a></td>
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<tr>
<td>Phone: 1-866-251-4861</td>
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</tr>
<tr>
<td>Email: <a href="mailto:CustomerService@MyAKHiPP.com">CustomerService@MyAKHiPP.com</a></td>
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<tr>
<td>Medicaid Eligibility: <a href="http://dhss.alaska.gov/dpa/Pages/medicaid/default.aspx">http://dhss.alaska.gov/dpa/Pages/medicaid/default.aspx</a></td>
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<tr>
<td>Website: <a href="https://medicaid.georgia.gov/health-insurance-premium-payment-program-hipp">https://medicaid.georgia.gov/health-insurance-premium-payment-program-hipp</a></td>
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<tr>
<td>Phone: 678-564-1162 ext 2131</td>
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<tr>
<td>State</td>
<td>Medicaid Program</td>
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<tr>
<td>ARKANSAS</td>
<td>Medicaid</td>
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<tr>
<td>Website:</td>
<td><a href="http://myarhhipp.com/">http://myarhhipp.com/</a></td>
</tr>
<tr>
<td>Phone:</td>
<td>1-855-MyARHIPP (855-692-7447)</td>
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<tr>
<td>INDIANA</td>
<td>Medicaid</td>
</tr>
<tr>
<td>Healthy Indiana Plan for low-income adults 19-64</td>
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<tr>
<td>Website:</td>
<td><a href="http://www.in.gov/fssa/hip/">http://www.in.gov/fssa/hip/</a></td>
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<tr>
<td>Phone:</td>
<td>1-877-438-4479</td>
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<tr>
<td>All other Medicaid</td>
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<tr>
<td>Website:</td>
<td><a href="http://www.indianamedicaid.com">http://www.indianamedicaid.com</a></td>
</tr>
<tr>
<td>Phone:</td>
<td>1-800-403-0864</td>
</tr>
<tr>
<td>COLORADO</td>
<td>Health First Colorado (Colorado’s Medicaid Program) &amp; Child Health Plan Plus (CHP+)</td>
</tr>
<tr>
<td>Health First Colorado Website:</td>
<td><a href="https://www.healthfirstcolorado.com/">https://www.healthfirstcolorado.com/</a></td>
</tr>
<tr>
<td>Health First Colorado Member Contact Center:</td>
<td>1-800-221-3943/ State Relay 711</td>
</tr>
<tr>
<td>CHP+:</td>
<td><a href="https://www.colorado.gov/pacific/hcpf/child-health-plan-plus">https://www.colorado.gov/pacific/hcpf/child-health-plan-plus</a></td>
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<td>IOWA</td>
<td>Medicaid</td>
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<td>Website:</td>
<td><a href="http://dhs.iowa.gov/Hawki">http://dhs.iowa.gov/Hawki</a></td>
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<tr>
<td>Phone:</td>
<td>1-800-257-8563</td>
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<td>KANSAS</td>
<td>Medicaid</td>
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<tr>
<td>Website:</td>
<td><a href="http://www.kdheks.gov/hcf/">http://www.kdheks.gov/hcf/</a></td>
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<tr>
<td>Phone:</td>
<td>1-785-296-3512</td>
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<td>NEW HAMPSHIRE</td>
<td>Medicaid</td>
</tr>
<tr>
<td>Website:</td>
<td><a href="https://www.dhhs.nh.gov/oii/hipp.htm">https://www.dhhs.nh.gov/oii/hipp.htm</a></td>
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<tr>
<td>Phone:</td>
<td>603-271-5218</td>
</tr>
<tr>
<td>Toll free number for the HIPP program:</td>
<td>1-800-852-3345, ext 5218</td>
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<tr>
<td>KENTUCKY</td>
<td>Medicaid</td>
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<tr>
<td>Website:</td>
<td><a href="https://chfs.ky.gov">https://chfs.ky.gov</a></td>
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<tr>
<td>Phone:</td>
<td>1-800-635-2570</td>
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<td>NEW JERSEY</td>
<td>Medicaid and CHIP</td>
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<td>Website:</td>
<td><a href="https://www.state.nj.us/humanservices/dmahs/clients/medicaid/">https://www.state.nj.us/humanservices/dmahs/clients/medicaid/</a></td>
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<tr>
<td>Phone:</td>
<td>609-631-2392</td>
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<tr>
<td>medicare</td>
<td>CHIP Website:</td>
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<tr>
<td>Phone:</td>
<td>1-800-701-0710</td>
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<tr>
<td>LOUISIANIA</td>
<td>Medicaid</td>
</tr>
<tr>
<td>Website:</td>
<td><a href="http://dhh.louisiana.gov/index.cfm/subhome/1/n/331">http://dhh.louisiana.gov/index.cfm/subhome/1/n/331</a></td>
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<tr>
<td>Phone:</td>
<td>1-888-695-2447</td>
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<td>NEW YORK</td>
<td>Medicaid</td>
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<tr>
<td>Website:</td>
<td><a href="https://www.health.ny.gov/health_care/medicaid/">https://www.health.ny.gov/health_care/medicaid/</a></td>
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<tr>
<td>Phone:</td>
<td>1-800-541-2831</td>
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<tr>
<td>MAINE</td>
<td>Medicaid</td>
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<tr>
<td>Website:</td>
<td><a href="http://www.maine.gov/dhhs/ofi/public-assistance/index.html">http://www.maine.gov/dhhs/ofi/public-assistance/index.html</a></td>
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<tr>
<td>Phone:</td>
<td>1-800-442-6003</td>
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<tr>
<td>TTY:</td>
<td>Maine relay 711</td>
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<tr>
<td>MASSACHUSETTS</td>
<td>Medicaid and CHIP</td>
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<tr>
<td>Website:</td>
<td><a href="http://www.mass.gov/ephhs/gov/departments/masshealth/">http://www.mass.gov/ephhs/gov/departments/masshealth/</a></td>
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<tr>
<td>Phone:</td>
<td>1-800-862-4840</td>
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<tr>
<td>NORTH CAROLINA</td>
<td>Medicaid</td>
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<tr>
<td>Website:</td>
<td><a href="https://medicaid.ncdhhs.gov/">https://medicaid.ncdhhs.gov/</a></td>
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<tr>
<td>Phone:</td>
<td>919-855-4100</td>
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<tr>
<td>NORTH DAKOTA</td>
<td>Medicaid</td>
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<tr>
<td>Website:</td>
<td><a href="http://www.nd.gov/dhs/services/medicalserv/medicaid/">http://www.nd.gov/dhs/services/medicalserv/medicaid/</a></td>
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<tr>
<td>Phone:</td>
<td>1-844-854-4825</td>
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<td>MINNESOTA</td>
<td>Medicaid</td>
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<td>Website:</td>
<td><a href="https://mn.gov/dhs/people-we-serve/seniors/health-care/health-care-programs/programs-and-services/other-insurance.jsp">https://mn.gov/dhs/people-we-serve/seniors/health-care/health-care-programs/programs-and-services/other-insurance.jsp</a></td>
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<tr>
<td>Phone:</td>
<td>1-800-657-3739</td>
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<tr>
<td>OKLAHOMA</td>
<td>Medicaid and CHIP</td>
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<tr>
<td>Website:</td>
<td><a href="http://www.insureoklahoma.org">http://www.insureoklahoma.org</a></td>
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<tr>
<td>Phone:</td>
<td>1-888-365-3742</td>
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<tr>
<td>State</td>
<td>Medicaid Website</td>
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<td>MISSOURI – Medicaid</td>
<td><a href="http://www.dss.mo.gov/mhd/participants/pages/hipp.htm">Website</a></td>
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<tr>
<td>MONTANA – Medicaid</td>
<td><a href="http://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP">Website</a></td>
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<tr>
<td>NEBRASKA – Medicaid</td>
<td><a href="http://accessnebraska.ne.gov">Website</a></td>
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<tr>
<td>NEVADA – Medicaid</td>
<td>Medicaid Website: <a href="http://dhcfp.nv.gov/">http://dhcfp.nv.gov/</a></td>
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<tr>
<td>SOUTH DAKOTA - Medicaid</td>
<td><a href="http://dss.sd.gov">Website</a></td>
</tr>
<tr>
<td>TEXAS – Medicaid</td>
<td><a href="http://gethipptexas.com/">Website</a></td>
</tr>
<tr>
<td>UTAH – Medicaid and CHIP</td>
<td>Medicaid Website: <a href="https://medicaid.utah.gov/">https://medicaid.utah.gov/</a></td>
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<tr>
<td>VERMONT – Medicaid</td>
<td><a href="http://www.greenmountaincare.org/">Website</a></td>
</tr>
<tr>
<td>VIRGINIA – Medicaid and CHIP</td>
<td>Medicaid Website: <a href="http://www.coverva.org/programs_premium_assistance.cfm">http://www.coverva.org/programs_premium_assistance.cfm</a></td>
</tr>
<tr>
<td>OREGON – Medicaid</td>
<td><a href="http://healthcare.oregon.gov/Pages/index.aspx">Website</a></td>
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<tr>
<td>PENNSYLVANIA – Medicaid</td>
<td><a href="http://www.oregonhealthcare.gov/index-es.html">Website</a></td>
</tr>
<tr>
<td>RHODE ISLAND – Medicaid</td>
<td><a href="http://www.eohhs.ri.gov/">Website</a></td>
</tr>
<tr>
<td>SOUTH CAROLINA – Medicaid</td>
<td><a href="http://www.scdhhs.gov">Website</a></td>
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<tr>
<td>WASHINGTON – Medicaid</td>
<td><a href="https://www.hca.wa.gov/">Website</a></td>
</tr>
<tr>
<td>WEST VIRGINIA – Medicaid</td>
<td><a href="http://mywvhipp.com/">Website</a></td>
</tr>
<tr>
<td>WISCONSIN – Medicaid and CHIP</td>
<td><a href="https://www.dhs.wisconsin.gov/publications/p1/p10095.pdf">Website</a></td>
</tr>
<tr>
<td>WYOMING – Medicaid</td>
<td><a href="https://wyequalitycare.acs-inc.com">Website</a></td>
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</tbody>
</table>
To see if any other states have added a premium assistance program since July 31, 2019, or for more information on special enrollment rights, contact either:

**U.S. Department of Labor**
Employee Benefits Security Administration
[www.dol.gov/agencies/ebsa](http://www.dol.gov/agencies/ebsa)
1-866-444-EBSA (3272)

**U.S. Department of Health and Human Services**
Centers for Medicare & Medicaid Services
[www.cms.hhs.gov](http://www.cms.hhs.gov)
1-877-267-2323, Menu Option 4, Ext. 61565
Michelle's Law Notice

Note: Pursuant to Michelle’s Law, you are being provided with the following notice because the Middlebury Community Schools group health plan provides dependent coverage beyond age 26 and bases eligibility for such dependent coverage on student status. Please review the following information with respect to your dependent child’s rights under the plan in the event student status is lost.

When a dependent child loses student status for purposes of Middlebury Community Schools group health plan coverage as a result of a medically necessary leave of absence from a post-secondary educational institution, the Middlebury Community Schools group health plan will continue to provide coverage during the leave of absence for up to one year, or until coverage would otherwise terminate under the Middlebury Community Schools group health plan, whichever is earlier.

In order to be eligible to continue coverage as a dependent during such leave of absence:

- The Middlebury Community Schools group health plan must receive written certification by a treating physician of the dependent child which states that the child is suffering from a serious illness or injury and that the leave of absence (or other change of enrollment) is medically necessary.

To obtain additional information, please contact:

Carlie Davis
56853 Northridge Dr.,
Middlebury, Indiana 46540
(574) 825-9425
Newborns' and Mothers' Health Protection Act Notice

Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother’s or newborn’s attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).
Medicare Part D Creditable Coverage Notice

Important Notice from Middlebury Community Schools About Your Prescription Drug Coverage and Medicare

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with Middlebury Community Schools and about your options under Medicare’s prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

There are two important things you need to know about your current coverage and Medicare’s prescription drug coverage:

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.

2. Middlebury Community Schools has determined that the prescription drug coverage offered by the Middlebury Community Schools - Health Benefit Plan is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.

When Can You Join a Medicare Drug Plan?

You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15th to December 7th.

However, if you lose your current creditable prescription drug coverage, through no fault of your own, you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

What Happens to Your Current Coverage If You Decide to Join a Medicare Drug Plan?

If you decide to join a Medicare drug plan, your current Middlebury Community Schools coverage will not be affected. Plan participants can keep their prescription drug coverage under the group health plan if they select Medicare Part D prescription drug coverage. If they select Medicare Part D prescription drug coverage, the group health plan prescription drug coverage will coordinate with the Medicare Part D prescription drug coverage.

If you do decide to join a Medicare drug plan and drop your current Middlebury Community Schools coverage, be aware that you and your dependents will be able to get this coverage back.
When Will You Pay a Higher Premium (Penalty) to Join a Medicare Drug Plan?
You should also know that if you drop or lose your current coverage with Middlebury Community Schools and
don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a
higher premium (a penalty) to join a Medicare drug plan later.

If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

For More Information About This Notice or Your Current Prescription Drug Coverage
Contact Carlie Davis listed below for further information. NOTE: You'll get this notice each year. You will also
get it before the next period you can join a Medicare drug plan, and if this coverage through Middlebury Community Schools changes. You also may request a copy of this notice at any time.

For More Information About Your Options Under Medicare Prescription Drug Coverage...
More detailed information about Medicare plans that offer prescription drug coverage is in the “Medicare &
You” handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

For more information about Medicare prescription drug coverage:

- Visit www.medicare.gov
- Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the
  “Medicare & You” handbook for their telephone number) for personalized help
- Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is
available. For information about this extra help, visit Social Security on the web at www.socialsecurity.gov, or
call them at 1-800-772-1213 (TTY 1-800-325-0778).

Remember: Keep this Creditable Coverage notice. If you decide to join one of the Medicare drug plans, you
may be required to provide a copy of this notice when you join to show whether or not you have
maintained creditable coverage and, therefore, whether or not you are required to pay a higher premium
(a penalty).

Date: 08/14/2020
Name of Entity/Sender: Middlebury Community Schools
Contact—Position/Office: Carlie Davis, Benefits & Payroll Coordinator
Address: 56853 Northridge Dr. Middlebury, Indiana 46540
Phone Number: (574) 825-9425
Genetic Information Nondiscrimination Act (GINA) Disclosures

Genetic Information Nondiscrimination Act of 2008

The Genetic Information Nondiscrimination Act of 2008 ("GINA") protects employees against discrimination based on their genetic information. Unless otherwise permitted, your Employer may not request or require any genetic information from you or your family members.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.
ADA Notice Regarding Wellness Program

Middlebury Community Schools - Health Benefit Plan is a voluntary wellness program available to all employees. The program is administered according to federal rules permitting employer-sponsored wellness programs that seek to improve employee health or prevent disease, including the Americans with Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and the Health Insurance Portability and Accountability Act, as applicable, among others. If you choose to participate in the wellness program you will be asked to complete a voluntary health risk assessment or "PHA" that asks a series of questions about your health-related activities and behaviors and whether you have or had certain medical conditions (e.g., cancer, diabetes, or heart disease). You are not required to complete the PHA or to participate in other medical examinations.

The information from your PHA will be used to provide you with information to help you understand your current health and potential risks. The information from your PHA may also be used to offer you services through the wellness program, such as Personal Health Summary (PHS) is optional. If the employee completes the PHS and is on the medical insurance, then all family members can access Care ATC Health Clinic. You also are encouraged to share your results or concerns with your physician or Care ATC Health Clinic staff.

You will also be asked to complete a biometric screening, which will include but not limited to; a blood test for LDL, HDL, Triglycerides, A1c, Blood Counts, etc. (Check with your H.R. Department for a complete listing.). You are not required to participate in the biometric screening or other medical examinations. The information from your biometric screening may also be used to offer you services through the wellness program, such as if the employee completes the PHS and is on the medical insurance, then all family members can access Care ATC Health Clinic. You also are encouraged to share your results or concerns with your physician or Care ATC Health Clinic staff.

Protections from Disclosure of Medical Information
We are required by law to maintain the privacy and security of your personally identifiable health information. Although the wellness program and Middlebury Community Schools may use aggregate information it collects to design a program based on identified health risks in the workplace, Middlebury Community Schools - Health Benefit Plan will never disclose any of your personal information either publicly or to the employer, except as necessary to respond to a request from you for a reasonable accommodation needed to participate in the wellness program, or as expressly permitted by law. Medical information that personally identifies you that is provided in connection with the wellness program will not be provided to your supervisors or managers and may never be used to make decisions regarding your employment.

Your health information will not be sold, exchanged, transferred, or otherwise disclosed except to the extent permitted by law to carry out specific activities related to the wellness program, and you will not be asked or required to waive the confidentiality of your health information as a condition of participating in the wellness program or receiving an incentive. Anyone who receives your information for purposes of providing you services as part of the wellness program will abide by the same confidentiality requirements. The only individual(s) who will receive your personally identifiable health information is (are) Care ATC in order to provide you with services under the wellness program.

In addition, all medical information obtained through the wellness program will be maintained separate from your personnel records, information stored electronically will be encrypted, and no information you provide
as part of the wellness program will be used in making any employment decision. Appropriate precautions will be taken to avoid any data breach, and in the event a data breach occurs involving information you provide in connection with the wellness program, we will notify you immediately.

You may not be discriminated against in employment because of the medical information you provide as part of participating in the wellness program, nor may you be subjected to retaliation if you choose not to participate.

If you have questions or concerns regarding this notice, or about protections against discrimination and retaliation, please contact Carlie Davis at 56853 Northridge Dr., Middlebury, Indiana 46540, (574) 825-9425.
General Notice of COBRA Rights
(For use by single-employer group health plans)

Continuation Coverage Rights Under COBRA

Introduction
You’re getting this notice because you recently gained coverage under a group health plan (the Plan). This notice has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. This notice explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it. When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan’s Summary Plan Description or contact the Plan Administrator.

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse’s plan), even if that plan generally doesn’t accept late enrollees.

What is COBRA continuation coverage?
COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a “qualifying event.” Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a “qualified beneficiary.” You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you’re an employee, you’ll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you’re the spouse of an employee, you’ll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your spouse dies;
- Your spouse’s hours of employment are reduced;
- Your spouse’s employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
• You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:

• The parent-employee dies;
• The parent-employee’s hours of employment are reduced;
• The parent-employee’s employment ends for any reason other than his or her gross misconduct;
• The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
• The parents become divorced or legally separated; or
• The child stops being eligible for coverage under the Plan as a “dependent child.”

When is COBRA continuation coverage available?
The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. The employer must notify the Plan Administrator of the following qualifying events:

• The end of employment or reduction of hours of employment;
• Death of the employee;
• The employee’s becoming entitled to Medicare benefits (under Part A, Part B, or both).

For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child’s losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to:

Carlie Davis
Benefits & Payroll Coordinator
56853 Northridge Dr.
Middlebury, Indiana 46540
(574) 825-9425

How is COBRA continuation coverage provided?
Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.

There are also ways in which this 18-month period of COBRA continuation coverage can be extended:

Disability extension of 18-month period of COBRA continuation coverage
If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would
have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage. For example, describe any required information or documentation, the name of the appropriate party to whom notice must be sent, and the time period for giving notice.

Second qualifying event extension of 18-month period of continuation coverage
If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

Are there other coverage options besides COBRA Continuation Coverage?
Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse’s plan) through what is called a “special enrollment period.” Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

If you have questions
Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor’s Employee Benefits Security Administration (EBSA) in your area or visit www.dol.gov/ebia. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA’s website.) For more information about the Marketplace, visit www.healthcare.gov.

Keep your Plan informed of address changes
To protect your family’s rights, let the Plan Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

Plan contact information
Middlebury Community Schools - Health Benefit Plan
Carlie Davis
56853 Northridge Dr.
Middlebury, Indiana 46540
(574) 825-9425
3362 - ANTI-HARASSMENT

General Policy Statement

It is the policy of the Board of School Trustees to maintain an education and work environment that is free from all forms of unlawful harassment, including sexual harassment, occurring in the Corporation's employment opportunities, programs, and/or activities, or, if initially occurring off Corporation grounds or outside the Corporation's employment opportunities, programs, and activities, affecting the Corporation environment (hereinafter referred to collectively as "unlawful harassment"). This commitment applies to all School Corporation operations, employment opportunities, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment occurring in the Corporation's employment opportunities, programs, and/or activities, or, if initially occurring off Corporation grounds or outside the Corporation's employment opportunities, programs, and activities, affecting the Corporation environment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct affects the Corporation environment.

The Board may vigorously enforce its prohibition against unlawful harassment (see definition above), which is based on race, color, national origin, sex (including transgender status, sexual orientation and/or gender identity), religion, disability, military status, ancestry, or genetic information that are classes protected by Federal and/or State civil rights laws (hereinafter referred to as "Protected Classes"), and encourages those within the School Corporation community as well as third parties who feel aggrieved to seek assistance to rectify such problems occurring in the Corporation's employment opportunities, programs and/or activities, or, if initially occurring off Corporation grounds or outside the Corporation's employment opportunities, programs and activities, affecting the Corporation environment.

All Corporation employees, including administrators, professional staff and support staff, shall report any incident of alleged unlawful harassment (see definition above) occurring in the Corporation's employment opportunities, programs and/or activities, or, if initially occurring off Corporation grounds or outside the Corporation's employment opportunities, programs and activities, affecting the Corporation environment that the employee observes or which is reported to the employee.

The Board will investigate all allegations of unlawful harassment (see definition on page 1) occurring in the Corporation's employment opportunities, programs and/or activities, or, if initially occurring off Corporation grounds or outside the Corporation's employment opportunities, programs and activities, affecting the Corporation environment and, in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its recurrence, and remedy its effects.

Individuals who are found to have engaged in unlawful harassment (see definition on page 1) occurring in the Corporation's employment opportunities, programs and/or activities, or, if initially occurring off Corporation grounds or outside the Corporation's employment opportunities, programs and activities, affecting the Corporation environment will be subject to appropriate disciplinary action, up to and including termination of employment or expulsion from school.
Furthermore, Corporation employees who fail to report any incident of alleged unlawful harassment (see definition on page 1) occurring in the Corporation's employment opportunities, programs and/or activities, or, if initially occurring off Corporation grounds or outside the Corporation's employment opportunities, programs and activities, affecting the Corporation environment that the employee observes or which is reported to the employee also are subject to appropriate disciplinary action, up to and including termination of employment.

For purposes of this policy, "Corporation community" means students, administrators, teachers, and staff, as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

For purposes of this policy, "third parties" include, but are not limited to, guests and/or visitors on Corporation property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the Corporation community at school-related events/activities (whether on or off Corporation property).

Other Violations of the Anti-Harassment Policy

The Corporation also will take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment (see definition on page 1) or who has participated as a witness in a harassment investigation.

B. Filing a malicious or knowingly false report or complaint of unlawful harassment (see definition on page 1).

C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of unlawful harassment (see definition on page 1), when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

Definitions

Bullying

Bullying rises to the level of unlawful harassment (see definition on page 1) when one (1) or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students with the intent to harass, ridicule, humiliate, intimidate or harm that/those student(s), and that bullying is based upon sex, race, color, national origin, religion, or disability, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation; and may involve:

A. teasing,
B. threats;
C. intimidation;
D. stalking;
E. cyberstalking;
F. cyberbullying;
G. physical violence;
H. sexual violence;
I. theft;
J. sexual, religious, or racial harassment;
K. public humiliation; or
L. destruction of property.

In the bullying context, "harassment" means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against a student that:

A. places a student in reasonable fear of harm to his/her person or damage to his/her property;
B. has the effect of substantially interfering with a student’s educational performance, opportunities, or benefits; or
C. has the effect of substantially disrupting the orderly operation of a school.

Sexual Harassment

Pursuant to Title VII of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:
A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.

B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

C. Such conduct has the purpose or effect of interfering with the individual’s work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of either gender against a person of the same or opposite gender.

Prohibited acts that constitute sexual harassment may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

A. unwelcome sexual propositions, invitations, solicitations, and flirtations;

B. sexual violence, including physical and/or sexual assault;

C. threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances;

D. unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls;

E. sexually suggestive objects, pictures, videotapes, audio recordings or literature, placed in the work or educational environment, which may embarrass or offend individuals;

F. unwelcome and inappropriate touching, patting, or pinching; obscene gestures;

G. a pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another;
H. remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history;

I. in the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment;

J. Inappropriate boundary invasions by a Corporation employee or other adult member of the Corporation community into a student's personal space and personal life;

K. verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment or education or creates a hostile or abusive employment or educational environment.

NOTE: Sexual conduct/relationships with students by a Corporation employee or any other adult member of the Corporation community is prohibited, and any teacher, administrator, coach, other school authority, or staff member who engages in any form of sexual conduct with a student may be disciplined up to and including termination and also may be guilty of the criminal charge of "sexual battery" as set forth in I.C. 35-42-4-8. In the case of a child under fourteen (14) years of age, the person also may be guilty of "child molesting" under I.C. 35-42-4-3. In the case of a child between the ages of fourteen (14) and sixteen (16), the person also may be guilty of "sexual misconduct with a minor" under I.C. 35-42-4-9. The issue of consent is irrelevant in regard to the latter two (2) criminal charges. Any employee accused of sexual relations with a student may be placed on leave until school administrative proceedings are completed. Proven sexual relationships with a student regardless of the age of the student will initiate the termination process for the employee.

Race/Color Harassment

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may include but is not limited to conduct directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Religious (Creed) Harassment
Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may include but is not limited to conduct directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involving religious slurs.

**National Origin Harassment**

Prohibited national origin harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may include but is not limited to conduct directed at the characteristics of a person's national origin, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

**Disability Harassment**

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may include but is not limited to conduct directed at the characteristics of a person's disabling condition, such as negative comments about speech patterns, movement, physical impairments or defects/apparances, or the like. Such harassment also may include but is not limited to conduct directed at or pertaining to a person's genetic information.

**Reports and Complaints of Harassing Conduct**

Students, members of the Corporation community and third parties are encouraged to promptly report incidents of unlawful harassment (see definition on page 1) to an administrator, supervisor or other Corporation official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. All Corporation employees, including administrators, professional staff and support staff, shall report any incident of alleged unlawful harassment (see definition on page 1) that the employee observes or which is reported to the employee. Any administrator, supervisor, or other Corporation-level official who receives such a complaint shall file it with the Corporation's Anti-Harassment Compliance Officer at his/her first convenience. Corporation employees who fail to comply with the reporting responsibility shall be subject to discipline, up to and including termination.

Members of the Corporation community or third parties who believe they have been subjected to unlawful harassment (see definition on page 1) by another member of the Corporation community or a third party are entitled to utilize the Board’s complaint process set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the complaining individual's employment or participation in educational or extra-curricular programs unless the complaining individual makes the complaint maliciously or with knowledge that it is false. Individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of a reported act of bullying and/or harassment in accordance with Policy 5517.01 – Bullying, the principal or his/her designee believes that the reported misconduct may have created a hostile work or learning environment and may have constituted unlawful harassment (see definition on page 1) based on “Protected Classes” (see definition on page 1), the principal or his/her
designee will report the act of bullying and/or harassment to one (1) of the Compliance Officers who shall investigate the allegation in accordance with this policy.

**Anti-Harassment Compliance Officers**

The following individuals serve as "Anti-Harassment Compliance Officers" for the Corporation. They are hereinafter referred to as the "Compliance Officers".

Dr. Robby Goodman
Asst. Superintendent
(574) 825-9425
56853 Northridge Drive
Middlebury, IN 46540
goodmanr@mcsin-k12.org

Dana Clark
Director of Human Resources
(574) 825-9425
56853 Northridge Drive
Middlebury, IN 46540
clarkd@mcsin-k12.org

The names, titles, and contact information for the Compliance Officers will be published annually on the School Corporation's web site.

A Compliance Officer will be available during regular school/work hours to discuss concerns related to "unlawful harassment" (see definition on page 1), to assist students, other members of the Corporation community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the student.

Any Corporation employee who directly observes unlawful harassment (see definition on page 1) of a student is obligated, in accordance with this policy, to report such observations to one of the Compliance Officers within two (2) business days. Thereafter, the Compliance Officer or designee must contact the student if age eighteen (18) or older, or the student's parents if under the age of eighteen (18) within two (2) business days to advise him/her/them of the Corporation's intent to investigate the alleged misconduct, including the obligation of the Compliance Officer or his/her designee to conduct an investigation following all the procedures outlined in this policy for a formal complaint. Additionally, if the alleged harasser is a student, the Compliance Officer or designee must contact the student, if age eighteen (18) or older, or the student's parents if under the age of eighteen (18), within two (2) business days to advise him/her/them of the Corporation's intent to investigate the alleged misconduct, including the obligation of the Compliance Officer or designee to conduct an investigation following all the procedures outlined for a formal complaint. However, all complaints of harassment involving a Corporation employee or any other adult member of the Corporation community against a student will be formally investigated.

The Compliance Officers are assigned to accept complaints of unlawful harassment (see definition on page 1) directly from any member of the School Corporation community or a visitor to the Corporation, or to receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a Compliance Officer will begin either an informal or formal process (depending on the request of the member of the School Corporation community alleging harassment or the nature of the alleged harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. However, if the alleged harasser is the Superintendent, the recommendations shall be submitted to the Board President.

All Corporation employees should report incidents of unlawful harassment (see definition on page 1) that are reported to them to the Compliance Officer within two (2) business days of learning of the incident.
Investigation and Complaint Procedure (see Form 3362 F1)

Any employee or other member of the Corporation community or third party (e.g., visitor to the Corporation) who believes that s/he has been subjected to unlawful harassment (see definition on page 1) may seek resolution of his/her complaint through either the informal or formal procedures as described below. Further, a process for investigating claims of unlawful harassment (see definition on page 1) and a process for rendering a decision regarding whether the claim of unlawful harassment (see definition on page 1) was substantiated are set forth below.

Due to the sensitivity surrounding complaints of unlawful harassment (see definition on page 1), time lines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The informal and formal procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights (OCR), the Indiana Civil Rights Commission (ICRC) or Equal Employment Opportunity Commission (EEOC), or to file a concurrent criminal complaint with the law enforcement agency having jurisdiction.

Informal Complaint Procedure

The goal of the informal complaint procedure is to stop inappropriate behavior and/or unlawful harassment (see definition on page 1), and to investigate and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for an employee who believes s/he has been unlawfully harassed or retaliated against in the Corporation’s employment opportunities, programs, and/or activities, or, if initially occurring off Corporation grounds or outside the Corporation’s employment opportunities, programs, and activities, affecting the Corporation environment. This informal procedure is not required as a precursor to the filing of a formal complaint and/or filing a concurrent criminal complaint, and will be utilized only where the parties (alleged target of harassment and alleged harasser(s)) agree to participate in such process.

Employees, other members of the Corporation community, or third parties who believe that they have been subjected to unlawful harassment (see definition on page 1) or retaliated against may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint procedure.

However, all complaints of unlawful harassment (see definition on page 1) involving a Corporation employee, any adult member of the Corporation community, or a third party against a student will be formally investigated. Similarly, any allegations of sexual violence will be formally investigated.

As an initial course of action, if an individual feels that s/he is being unlawfully harassed (see definition on page 1) and s/he is able and feels safe doing so, the individual should tell or otherwise inform the harasser that the conduct is unwelcome and must stop. Such direct communication should not be utilized in circumstances involving sexual violence. The complaining individual should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officer(s) is/are available to support and counsel individuals when taking this initial step or to intervene on behalf of the individual if requested to do so. An individual who is uncomfortable or unwilling to inform the harasser of his/her complaint is not prohibited from otherwise filing an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.
An individual who believes s/he has been unlawfully harassed (see definition on page 1) may make an informal complaint, either orally or in writing: 1) to a teacher, other employee, or building administrator; 2) directly to one of the Compliance Officers; and/or 3) to the Superintendent or other Corporation-level employee.

All informal complaints must be reported to one of the Compliance Officers who will either facilitate an informal resolution as described below on his/her own, or appoint another individual to facilitate an informal resolution.

The Corporation's informal complaint procedure is designed to provide employees, other members of the Corporation community or third parties who believe they are being subjected to unlawful harassment (see definition on page 1) with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the individual claiming unlawful harassment, informal resolution may involve, but not be limited to, one or more of the following:

A. Advising the individual about how to communicate the unwelcome nature of the behavior to the alleged harasser.

B. Distributing a copy of the anti-harassment policy as a reminder to the individuals in the school building or office where the individual whose behavior is being questioned works or attends.

C. If both parties agree, the Compliance Officers may arrange and facilitate a meeting between the individual claiming harassment and the individual accused of harassment to work out a mutual resolution. Such a meeting is not appropriate in circumstances involving sexual violence.

While there are no set time limits within which an informal complaint must be resolved, one of the Compliance Officers or a designee will exercise his/her authority to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. Parties who are dissatisfied with the results of the informal complaint process may proceed to file a formal complaint, may file a complaint with the United States Department of Education, Office for Civil Rights (OCR), the Indiana Civil Rights commission (ICRC) or Equal Employment Opportunity Commission (EEOC), and/or may file a concurrent criminal complaint with the law enforcement agency having jurisdiction. And, as stated above, parties may request that the informal process be terminated at any time to move to the formal complaint process.

One of the Compliance Officers or a designee will retain all materials generated as part of the informal complaint process in accordance with the Board's records retention policy (see Policy 8310, Policy 8320 and Policy 8330).

**Formal Complaint Procedure**

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or if the individual elects to file a formal complaint initially, the formal complaint process as described below shall be implemented.

The formal complaint process is not intended to interfere with the rights of an employee, other member of the Corporation community, or third party to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights (OCR), the Indiana Civil Rights Commission.
(ICRC) or Equal Employment Opportunity Commission (EEOC), and/or to file a concurrent criminal complaint with the law enforcement agency having jurisdiction.

An individual who believes s/he has been subjected to offensive conduct/unlawful harassment/retaliation hereinafter referred to as the "Complainant", may file a formal complaint, either orally or in writing with a teacher, principal, the Compliance Officer, Superintendent, or other Corporation-level employee. Due to the sensitivity surrounding complaints of unlawful harassment (see definition on page 1) and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, principal, Superintendent, or other Corporation-level employee, either orally or in writing, about any complaint of harassment or retaliation, the employee to whom the complaint is reported must report such information to the Compliance Officer or designee within two (2) business days.

Throughout the course of the process as described herein, the Compliance Officer should keep the parties informed of the status of the investigation and the decision making process.

All formal complaints of unlawful harassment (see definition on page 1) or retaliation must include the following information to the extent it is available: the identity of the individual believed to have engaged in, or be engaging in, offensive conduct/harassment/retaliation; a detailed description of the facts upon which the complaint is based; a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter, the Compliance Officer will prepare a written summary of the oral interview and the Complainant will be asked to verify the accuracy of the reported complaint by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the alleged harasser. In making such a determination, the Compliance Officer should consult the Complainant to assess his/her agreement to any action deemed appropriate. If the Complainant is unwilling to consent any change that is deemed appropriate by the Compliance Officer, the Compliance Officer may still take whatever actions s/he deems reasonably appropriate in consultation with the Superintendent and/or Board Attorney.

Within two (2) business days of receiving the complaint, the Compliance Officer or a designee will initiate a formal investigation to determine whether the Complainant has been subjected to offensive conduct/unlawful harassment/retaliation.

Contemporaneously, one of the Compliance Officers or a designee will inform the individual alleged to have engaged in the unlawful harassing or retaliatory conduct, hereinafter referred to as the "Respondent", that a complaint has been received. The Respondent will be informed about the nature of the allegations and a copy of the Board's anti-harassment policy shall be provided to the Respondent. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Although certain cases may require additional time, one of the Compliance Officers or a designee will attempt to complete an investigation into the allegations of harassment or retaliation within fifteen (15) business days of receiving the formal complaint.

The investigation will include:
A. interview(s) with the Complainant;

B. interview(s) with the Respondent;

C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations; and

D. consideration of any documentation or other information, presented by the Complainant, Respondent, or any other witnesses that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer or the designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Complainant has been subjected to unlawful harassment (see definition on page 1) or retaliation. The Compliance Officer’s recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used (i.e., it is more likely than not that unlawful discrimination retaliation occurred.

Absent extenuating circumstances, within five (5) business days of receiving the report of the Compliance Officer or the designee, the Superintendent must either issue a decision regarding whether the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent’s decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a written decision as described above.

A Complainant or respondent who is dissatisfied with the decision of the Superintendent may appeal through a signed written request to the Board of School Trustees within five (5) business days of his/her receipt of the Superintendent’s final decision.

If the Superintendent is the Respondent, the appeal process will skip the review by the Superintendent and move directly to the Board. In such circumstances, the Compliance Officer, or the designee, shall prepare and deliver a written report to the Board that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment/retaliation as provided in Board policy and State and Federal law as to whether the Complainant has been subjected to unlawful harassment (see definition on page 1) or retaliation.

The Board shall meet with the concerned parties and their representatives within twenty (20) business days of the receipt of a written request to appeal. At this meeting, the parties have the right to present evidence, including testimony and/or exhibits, to the Board in support of their position. A copy of the Board’s disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting. The decision of the Board will be final.

The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment/retaliation regardless of whether the member of the Corporation community or third party alleging the unlawful harassment/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.
The Complainant and the Respondent may be represented, at his/her own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, Equal Employment Opportunity Commission, Indiana Civil Rights Commission, or the filing of a concurrent criminal complaint. Use of the complaint procedures is not a prerequisite to the pursuit of other remedies. Furthermore, the complaint must be investigated even if a separate investigation is being conducted by another agency, including but not limited to the local police department.

Privacy/Confidentiality

The Corporation will employ all reasonable efforts to protect the privacy of the Complainant, the Respondent(s) (that is the individual(s) against whom the complaint is filed), and the witnesses to the extent possible, consistent with the Corporation's legal obligations to investigate, to take appropriate action, and comply with any discovery or disclosure obligations.

All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed.

All Complainants proceeding through the formal investigation process should be advised that their identities may be disclosed to the Respondent(s).

During the course of a formal investigation, the Compliance Officer or his/her designee will instruct all members of the Corporation community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that s/he learns or that s/he provides during the course of the investigation.

Remedial Actions, Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful harassment (see definition on page 1) or retaliation by taking appropriate action reasonable calculated to stop the harassment and prevent further such harassment.

If warranted, appropriate remedial action shall be determined and implemented on behalf of the Complainant. Such remedial action may include, but is not limited to, counseling services, reinstatement of leave taken due to the discrimination, or other appropriate action.

While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s), if any.

When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s), if any.

All subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevents it recurrence, and remedy its effects. Prior sanctions imposed on the
Respondent(s) for similar past conduct shall be considered in determining the appropriateness of the sanction(s) imposed for the present conduct.

The Board may appoint an individual, who may be an employee of the Corporation, to monitor the Respondent to ensure no further discrimination or retaliation occurs. Likewise, the Board may appoint an individual, who may be an employee of the Corporation other than the Respondent, to follow up with the Complainant to ensure that no further discrimination or retaliation has occurred and to take action to promptly address any reported occurrences.

Retention of Public Records, Student Records, and Investigatory Records and Materials

All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation, including but not limited to complaints, responses, witness statements, documentary evidence, audio, video and/or digital recordings, handwritten and contemporaneous notes, e-mails related to the investigation and allegations, printouts, letters, determinations, and summaries. The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, Policy 8330 and the Corporation’s records retention schedule.

Retaliation

Any act of retaliation against a person who has made a report, filed a complaint alleging unlawful harassment, or participated as a witness in a harassment investigation is prohibited.

Specifically, the Board will not discriminate/relate against, coerce, intimidate, threaten, or interfere with any individual because the person opposed any act or practice of unlawful harassment (see definition on page 1), or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing pertaining to unlawful harassment, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by Federal or State laws.

Individuals found to have engaged in retaliation shall be subject to disciplinary action, up to and including termination of employment or expulsion from school.

Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any teacher or school employee who knows or suspects that a child under the age of eighteen (18) is a victim of child abuse or neglect to immediately report that knowledge or suspicion to the Department of Child Services, Office of Child Protective Services. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant or the alleged victim, a report of such knowledge must be made in accordance with State law and Board Policy.

Any reports made to the local Child Protective Services or to local law enforcement shall not terminate the Compliance Officer’s or a designee’s obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to
conduct concurrent investigations, in no event shall the harassment investigation by inhibited by the involvement of outside agencies.

**Education and Training**

In support of this Anti-Harassment Policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Compliance Officers will oversee training of Corporation employees and students so that they understand their rights and responsibilities under Federal and State law and are informed of the Board’s policies and practices with respect to fully implementing and complying with the requirements of Federal and State law. All training regarding the Board’s policy and administrative guidelines and harassment in general will be age and content appropriate.

**Notice**

Notice of the Board’s policy on anti-harassment related to employment practices and the identity of the Compliance Officers will be posted throughout the Corporation, and published in any Corporation statement regarding the availability of employment, in any staff handbooks, and in general information publications of the Corporation as required by Federal and State law and this policy.

I.C. 35-42-4-3, 35-42-4-8, 35-42-4-9
20 U.S.C. 1400 et seq., the Individuals with Disabilities Education Improvement Act of 2004 (IDEA 2004)
20 U.S.C. 1681 et seq., Title IX of the Education Amendments Act of 1972
29 U.S.C. 794, Section 504 of the Rehabilitation Act of 1973, as amended
42 U.S.C. 1983
42 U.S.C. 2000d et seq., Title VI of the Civil Rights Act of 1964
42 U.S.C. 2000e et seq., Title VII of the Civil Rights Act of 1964
42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act
29 C.F.R. Part 1635
National School Boards Association Inquiry and Analysis - May 2008

Revised 1/7/02
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