



Important Information for Aldine ISD Participants

Aldine Independent School District does not discriminate against persons because of race, creed, national origin, age, sex, disabilities, economic status or language disability in employment, promotion or educational programming.

Any complaints or grievances that cannot be solved at the campus level through the principal may be submitted in writing to Dr. Archie Blanson, Deputy Superintendent of Schools, 14910 Aldine Westfield Rd., Houston, TX 77032.

The Aldine Independent School District offers career and technology education in agriculture science, business education, career orientation, family and consumer science, health science technology, hospitality services, marketing education, technology education and trade and industrial technology. Admission to these programs is based on ability, aptitude, interest, grade level and class size. It is the policy of the Aldine Independent School District not to discriminate on the basis of race, color, national origin, sex, or handicap in its vocational programs, services, or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended. It is the policy of the Aldine Independent School District not to discriminate on the basis of race, color, national origin, sex, handicap, or age in its employment practices as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, as amended; and Section 504 of the Rehabilitation Act of 1973, as amended. Aldine Independent School District will take steps to ensure that lack of English language skills will not be a barrier to admission and participation in all educational and vocational programs.

For information about your rights or grievance procedures, contact the Title IX Coordinator, Dr. Archie Blanson, Deputy Superintendent of Schools, 14910 Aldine Westfield Road, (281) 985-6315, and/or the Section 504 Coordinator, Dr. Charlotte J. Davis, Director of Guidance and Counseling and At-Risk Students, 14909 Aldine Westfield Road, (281)985-6403.

Educators Professional Legal Liability Coverage

Professional legal liability insurance is one of the insurance policies purchased by Aldine ISD. Trustees, school board members, employees, student teachers and volunteers acting within the course and scope of their duties are included as covered persons in the district's educators' professional legal liability insurance policy. Coverage is subject to the terms, conditions, and exclusions of the Coverage Document. This information is provided to inform employees of the protections offered by the current policy. If after reading this information additional insurance coverage is desired, employees may choose to purchase independent policies.

Limits of Coverage

\$1 million per occurrence

\$1 million annual aggregate

The maximum the policy will pay for all claims combined in the coverage period is \$1 million.

The maximum the policy will pay in one year is \$1 million.

Deductible (paid by district): \$25,000 per occurrence

Policy Year: July 01 through June 30

Coverage Triggers

Actual or alleged errors, misstatements, misleading statements, wrongful acts or omissions in services rendered or breaches of duty, including misfeasance¹, malfeasance², or nonfeasance³.

Claims Made Coverage

The policy covers claims made (reported or filed) during the period the policy is in force.

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¹ Misfeasance – improper & unlawful execution of some act that in itself is lawful and proper.

² Malfeasance – misconduct/wrongdoing (especially wrongdoings illegal or contrary to official obligations).

³ Nonfeasance – failure to perform official duty or legal requirements.

Sexual Misconduct, Harassment, Abuse & Molestation Coverage

This coverage provides for claims, damages and expenses up to the indicated limit for wrongful acts by covered persons due to allegations of sexual misconduct, harassment, abuse and molestation. Attorney fees are reimbursed at the prevailing rate in districts' geographic area. Reimbursement is only provided if no finding, verdict, judgment, or outcome has been entered that is adverse or unfavorable.

Civil Rights Claims Coverage

Damages and defense costs for allegations of civil rights violations such as first amendment claims (freedom of speech, dress code violations, etc.) are covered.

Non-bodily injury Civil Rights Violation claims by employees, students, volunteers or the general population are covered.

Discrimination Coverage

Coverage is provided for damages and defense costs for allegations of unfair treatment or denial of normal privileges to persons, on the basis of race, sex, religion, nationality, etc.

Personal Injury/Bodily Injury

Personal Injury and Bodily Injury are not covered under this policy with the exception of bodily injury that is attributable to corporal punishment.

Personal Injury is injury other than bodily injury arising out of false arrest, detention, imprisonment, malicious prosecution, oral or written publication of material that slanders, libels, disparages or violates right of privacy; wrongful eviction; wrongful entry; and invasion of privacy.

Bodily Injury means bodily injury, sickness or disease sustained by any person including death.

Corporal Punishment/Negligent Discipline Coverage

The policy includes coverage for claims, damages and expenses for bodily injury arising out of discipline or corporal punishment administered to a student by a covered person in the performance of duties. District policy on corporal punishment and discipline must always be observed.

Property Damage, Advertising Injury

Property Damage and Advertising Injury are not covered under this policy.

Property Damage is physical injury to or destruction of tangible property or loss of use of tangible property which has not been physically injured or destroyed.

Advertising Injury means injury from oral or written publications that slanders, libels, disparages or violates right of privacy; misappropriation of advertising ideas or style of doing business; or infringement of copyright, title or slogan.

Intentional Acts

Coverage does not apply to any claims or occurrences once it is clearly established that any covered person has intentionally engaged in or committed unlawful, dishonest, fraudulent, criminal, malicious acts, intentional acts, errors or omissions, acts involving deliberate indifference, acts involving violations of constitutional and/or civil rights, or has intentionally disregarded any federal or Texas law, regulation, case law, school policies, regulations or directives.

NOTICES

Statement of Rights under the Newborns' and Mothers' Health Protection Act

Under federal law, group health plans and health insurance issuers offering group health insurance coverage generally may not 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 delivery by cesarean section. However, the plan or issuer may pay for a shorter stay if the attending provider (e.g., your physician, nurse midwife, or physician assistant), after consultation with the mother, discharges the mother or newborn earlier. Also, under federal law, plans and issuers may not set the level of benefits or out-of-pocket costs so that any later portion of the 48-hour (or 96-hour) stay is treated in a manner less favorable to the mother or newborn than any earlier portion of the stay.

In addition, a plan or issuer may not, under federal law, require that you, your physician, or other Health care provider obtain authorization for prescribing a length of stay of up to 48 hours (or 96 hours). However, you may be required to obtain precertification for any days of confinement that exceeds 48 hours (or 96 hours). For information on precertification, contact your plan administrator.

Notice Regarding Women's Health and Cancer Rights Act

Under this health plan, coverage will be provided to a person who is receiving benefits for a medically necessary mastectomy and who elects breast reconstruction after the mastectomy for:

- (1) reconstruction of the breast on which a mastectomy has been performed;
- (2) surgery and reconstruction of the other breast to produce a symmetrical appearance;
- (3) prostheses; and
- (4) treatment of physical complications of all stages of mastectomy, including lymphedemas.

This coverage will be provided in consultation with the attending physician and the patient, and will be subject to the same annual deductibles and coinsurance provisions that apply for the mastectomy. If you have any questions about our coverage of mastectomies and reconstructive surgery, please contact the Member Services number on your ID card.

Notice of Mental Health Parity Opt-out

Under a Federal law known as the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, as amended, group health plans must generally comply with the requirements listed below. However, the law also permits state and local governmental employers that sponsor health plans to elect to exempt a plan from these requirements for any part of the plan that is "self-funded" by the employer, rather than provided through a health insurance policy. Aldine Independent School District (Aldine ISD) has elected to exempt the Aldine Independent School District Health Plan from the following requirements:

Parity in the application of certain limits to mental health benefits. Group health plans (of employers that employ more than 50 employees) offering mental health benefits may not set annual or lifetime dollar limits on mental health benefits that are lower than limits for medical and surgical benefits. A plan that does not impose an annual or lifetime dollar limit on medical and surgical benefits may not impose that type of limit on mental health benefits. These requirements do not apply to benefits for substance abuse or chemical dependency.

The exemption from these Federal requirements will be in effect for the 2014 plan year beginning January 1, 2014 and ending December 31, 2014. The election may be renewed for subsequent plan years.

HIPAA also requires the Plan to provide covered employees and dependents with a "certificate of creditable coverage" when they cease to be covered under the Plan. There is no exemption from this requirement. The certificate provides evidence that you were covered under this Plan, because if you can establish your prior coverage, you may be entitled to certain rights to reduce or eliminate a preexisting condition exclusion if you join another employer's health plan, or if you wish to purchase an individual health insurance policy. A copy of this creditable coverage notice will either be mailed along with this notice or can always be found on the Benefits Outlook web site at www.aldinebenefits.org.

Notice of Special Enrollment

As you know, if you have declined enrollment in Aldine Independent School District's health plan for you or your dependents (including your spouse) because of other health insurance coverage, you or your dependents may be able to enroll in some coverages under this plan without waiting for the next open enrollment period, provided that you request enrollment within 30 days after your other coverage ends. In addition, 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 eligible dependents, provided that you request enrollment within 30 days after the marriage, birth, adoption or placement for adoption.

Aldine ISD will also allow a special enrollment opportunity if you or your eligible dependents either:

- Lose Medicaid or Children's Health Insurance Program (CHIP) coverage because you are no longer eligible, or
- Become eligible for a state's premium assistance program under Medicaid or CHIP.

For these enrollment opportunities, you will have 60 days – instead of 30 – from the date of the Medicaid/CHIP eligibility change to request enrollment in the AISD group health plan. Note that this new 60-day extension doesn't apply to enrollment opportunities other than due to the Medicaid/CHIP eligibility change.

To request special enrollment contact Benefits Outlook Customer Service Center at 1-866-284-AISD (2473).

Notice of preexisting condition exclusion policy

This plan imposes a pre-existing condition exclusion. This means that if you have a medical condition before coming to our plan, you might have to wait a certain period of time before the plan will provide coverage for that condition. This exclusion applies only to conditions for which medical advice, diagnosis, care, or treatment was recommended or received within a 90-day period. Generally, this 90-day period ends the day before your coverage becomes effective. However, if you were in a waiting period for coverage, the 90-day period ends on the day before the waiting period begins. The preexisting condition exclusion does not apply to pregnancy, a child who is adopted or placed for adoption before attaining 18 years of age, or dependents under 19 years of age.

This exclusion may last up to 9 months from your first day of coverage. However, you can reduce the length of this exclusion period by the number of days of your prior "creditable coverage." Most prior health coverage is creditable coverage and can be used to reduce the preexisting condition exclusion if you have not experienced a break in coverage of at least 63 days. To reduce the 9-month exclusion period by your creditable coverage, you should give us a copy of any certificates of creditable coverage you have. If you do not have a certificate, but you do have prior health coverage, we will help you obtain one from your prior plan or issuer. There are also other ways that you can show you have creditable coverage. Please contact us if you need help demonstrating creditable coverage.

All questions about the pre-existing condition exclusion and creditable coverage should be directed to Aetna Member Services at 1-877-224-6857.