One America

Short Term Disability

Administrators and Classified Staff
Including Physical & Occupational Therapy Assistants,
Sign Interpreters and Nurses

AMERICAN UNITED LIFE INSURANCE COMPANY®
INDIANAPOLIS, INDIANA 46206-0368

SHORT TERM DISABILITY INCOME PLAN
SUMMARY PLAN DESCRIPTION

PLAN EFFECTVE DATE: January 1, 2018

PLAN NAME: Carmel Clay Schools, (Employer)
PLAN ADMINISTRATOR: Carmel Clay Schools
PLAN SPONSOR: Carmel Clay Schools

ADDRESS OF EMPLOYER / PLAN ADMINISTRATOR
5201 E. Main Street
Carmel, Indiana, 46033

TELEPHONE NUMBER: (317) 844-9961

Employer Tax Identification Number: 35-6006444

Employer Plan Number: 616525

The Employer self-insures the Short Term Disability Income Plan on the effective date above.

The Plan is set forth within this Summary Plan Description and applies to all employees who are Actively At Work on or after the Plan Effective Date.

American United Life Insurance Company® (AUL) and/ or its third party claims administrator is the claims administrator for the Plan, and does not underwrite or insure the Plan.

AUL will administer claims in accordance with the agreement between Carmel Clay Schools and AUL.

TABLE OF CONTENTS

PROVISIONS	SECTION
Schedule of Benefits	1
Definitions	2
Eligibility, Enrollment and Individual Effective Date of Plan Participation	3
Terminations	5
Continuation of Plan Participation under FMLA	5B
Continuation Of Plan Participation During A Leave Of Absence And Temporary Layoff	5C
Continuation of Plan Participation During a Leave of Absence for Active Military Service	5D
General Plan Provisions	7
Claim Procedures	7A
Benefit Provisions	8
Exclusions	9
Miscellaneous	10

SECTION 1 – SCHEDULE OF BENEFITS

ELIGIBLE CLASS	All Eligible Full-Time Administrators and Classified Staff including Physical & Occupational Therapy Assistants, Sign Interpreters and Nurses
CLASS NUMBER	001
REQUIREMENT FOR FULL-TIME EMPLOYEES	Scheduled to work a minimum of 1500 hours or more annually. See Section 3.
BASIC WEEKLY EARNINGS DESCRIPTION	Basic Weekly Earnings Including Plan Contributions and Overtime, but not Bonuses or Commissions. See Section 2.
CONTINUATION OF PERSONAL PLAN PARTICIPATION UNDER THE FAMILY AND MEDICAL LEAVE ACT (FMLA)	This benefit is included for this class. See Section 5B.
CONTINUATION OF PLAN PARTICIPATION DURING A LEAVE OF ABSENCE AND TEMPORARY LAYOFF	This benefit is included for this class. See Section 5C.
CONTINUATION OF PLAN PARTICIPATION DURING A LEAVE OF ABSENCE FOR ACTIVE MILITARY DUTY	This benefit is included for this class. See Section 5D.
ELIMINATION PERIOD	
INJURY	14 days. See Section 2.
SICKNESS	14 days. See Section 2.
INDIVIDUAL EFFECTIVE DATE EMPLOYEES	Employer's Effective Date if the Employee has satisfied his Waiting Period on or before said date, otherwise immediately following the Waiting Period. See Section 3.
MAXIMUM BENEFIT DURATION	
INJURY	11 weeks. See Section 2.
SICKNESS	11 weeks. See Section 2.
MAXIMUM WEEKLY BENEFIT	$2,500.00. See Section 2.
MINIMUM WEEKLY BENEFIT	$25.00. See Section 8.
OCCUPATIONAL INJURY OR SICKNESS	Non-Occupational. See Section 2
ORGAN DONOR TRANSPLANT BENEFIT	This benefit is included for this class. See Section 8.
RECURRENT DISABILITY	15 days. See Section 8.

SECTION 2 - DEFINITIONS

SOCIAL SECURITY INTEGRATION	Direct Full Family. See Section 8.
TOTAL DISABILITY DEFINITION	Regular Job. See Section 2
WAITING PERIOD	90 days. See Section 2
WEEKLY BENEFIT	60% of Basic Weekly Earnings not to exceed Maximum Weekly Benefit of $2,500.00, reduced by Other Income Benefits if any. See Section 8.

SECTION 2 – DEFINITIONS

ACTIVE WORK and ACTIVELY AT WORK means the use of time and energy in the services of the Employer at the regular place of employment, or an alternative worksite as approved by the Employer, by an Employee who is physically and mentally capable of performing each of the Material and Substantial duties of his Regular Job and who is a Full-Time Employee. If the alternative worksite is located outside of the United States or Canada, the Employee will be considered to be Actively at Work unless the Employee is outside of the United States or Canada for more than 6 months in any 12 month period. Active Work does not include periods of time when an Employee is not Actively at Work following an Injury, accidental bodily injury, Sickness, strike, lock-out, or Temporary Layoff

This includes time off for vacation, jury duty, paid holidays, and funeral leave, where the Employee could have been Actively at Work on that day.

BASIC WEEKLY EARNINGS means the Employee's gross weekly income in U.S. dollars, before taxes, received from the Employer. Gross weekly income includes overtime pay and pre-tax contributions to an employer sponsored defined contribution plan and a cafeteria plan, if any. Earnings do not include income received from commissions, bonuses, or expense accounts.

Overtime pay is defined as earnings paid by the Employer for services beyond the normal scheduled work hours.

Overtime pay will be averaged for the lesser of:
1) 52 week period of the Employee's employment with the Employer just prior to the Employee's Date of Disability; or
2) The period of the Employee's actual employment with the Employer.

If the Employee is paid his annual gross income in less than 52 weeks, the Basic Weekly Earnings shall equal 1/52 of the annual gross income.

CHILD(REN) means a minor related by blood, marriage or court order that can be claimed as a dependent for federal income tax purposes, such as:
1) natural born child(ren) of the Employee;
2) legally adopted child(ren) of the Employee from the time of placement in the Employee's home and the filing of documents with the court to adopt;
3) stepchild(ren) who lives with the Employee; and
4) child(ren) for whom the Employee has legal guardianship.

COMPENSATORY TIME means time off with pay in lieu of overtime pay for regularly scheduled or irregular or occasional overtime work.

COSMETIC SURGERY means surgery that is performed to change the texture, shape or structure of any part of the human body for the purpose of creating a different visual appearance.

COVERAGE MONTH means that period of time beginning on the Employee's Individual Effective Date, and continuing from the first day and ending on the last day of each succeeding Plan Month.

DATE OF DISABILITY means the first date the Employee is Disabled.

DATE OF HIRE means the first day the Employee is Actively at Work in an eligible class for the Employer.

DISABILITY and DISABLED mean both Total Disability and Totally Disabled.

ELIGIBILITY DATE means the date that an Employee in an eligible class has satisfied his Waiting Period

SECTION 2 - DEFINITIONS

ELIMINATION PERIOD means a period of consecutive days of Total Disability for which no benefit is payable. The Elimination Period is set forth on the Schedule of Benefits and begins on the first day of Total Disability.

EMPLOYEE means any individual who is a full-time employee of the Employer whose employment with the Employer constitutes his principal occupation;

1) who works at that occupation a minimum number of hours as stated by the Employer;
2) who is working at the Employer's regular place of business which may include an alternative worksite if approved by the Employer;
3) who is not a part-time, temporary or seasonal Employee; and
4) who is authorized to work in the United States under applicable state and federal laws; or
5) if approved by the Employer:
   a) who legally works and resides in Canada;
   b) who legally works in the United States and resides in Canada; or
   c) who legally works in Canada and resides in the United States.

EMPLOYER means Carmel Clay Schools, the Plan Administrator, for which the Employee performs his occupation/services and which has the right to control what will be done and how it will be done and is required to withhold and pay income, social security, and Medicare taxes on wages. An entity that is a subsidiary to or affiliated with the Employer is eligible for coverage under this Plan.

EMPLOYER'S RETIREMENT PLAN means any defined benefit or defined contribution plan that provides retirement benefits to Employees and that is not funded wholly by Employee contributions. It includes any retirement plan that:

1) is part of any federal, state, county, municipal or association retirement system; and
2) that an Employee is eligible for as a result of his employment with the Employer.

It does not include:

1) profit sharing plans;
2) thrift or savings plans;
3) Individual Retirement Accounts (IRAs) or Roth IRAs funded wholly by an Employee's contributions;
4) Tax Sheltered Annuities (TSA);
5) stock ownership plans (ESOP);
6) nonqualified deferred compensation plans, including 457 plans;
7) Keogh, 401(k) or 403(b) plans; or
8) Veteran Administration Benefits except benefits that are a result of the same Disability for which a Weekly Benefit is payable under this Plan.

FAMILY SOCIAL SECURITY BENEFITS means benefits that an Employee, his Spouse or Child(ren) are entitled to receive as a result of the Employee's eligibility for disability benefits or old age benefits through the Federal Social Security Administration.

GROSS WEEKLY BENEFIT means an Employee's Weekly Benefit before any reduction for Other Income Benefits.

INJURY means a sudden, unforeseen and unexpected event that occurs independently of all other causes and causes physical harm to the Employee. This includes all other conditions related to the same Injury.

MALE PRONOUN whenever used includes the female.

MATERIAL AND SUBSTANTIAL DUTIES means duties that:

1) are normally required for the performance of an occupation; and
2) cannot be reasonably omitted or modified.

SECTION 2 - DEFINITIONS

MAXIMUM BENEFIT DURATION means the maximum amount of time that benefits will be payable for Disability. This amount of time is stated on the Schedule of Benefits.

MAXIMUM WEEKLY BENEFIT means the maximum amount of benefit payable to an Employee on a weekly basis as stated on the Schedule of Benefits.

MEDICALLY NECESSARY means health care services that a Physician, exercising prudent clinical judgment, would provide to an Employee for the purpose of evaluating, diagnosing or treating a Sickness or Injury, or its symptoms, and that are:

1) in accordance with the generally accepted standards of medical practice;
2) clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the Employee's Sickness or Injury; and
3) not primarily for the convenience of the Employee or Physician, or other Physician, and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that Employee's Sickness or Injury.

MENTAL ILLNESS means a psychiatric or psychological condition classified in the *Diagnostic and Statistical Manual of Mental Health Disorders (DSM)*, published by the American Psychiatric Association, most current as of the start of a Disability. Such disorders include, but are not limited to, psychotic, emotional or behavioral disorders, or disorders related to stress or to substance abuse or dependency. If the *DSM* is discontinued or replaced, these disorders will be those classified in the diagnostic manual then used by the American Psychiatric Association as of the start of a Disability.

NON-DISABLING means no other benefits are payable under this Plan as a result of the condition for which the treatment was rendered.

OTHER INCOME BENEFITS means those benefits listed below that the Employee, his Spouse or Child(ren) are entitled to receive. It includes any benefit for which they are eligible as a result of the same Disability, or that is paid to them or a Third Party on their behalf, including:

1) disability income benefits, including any damages or settlements made in place of such benefits (whether or not liability is admitted) under:
   a) state compulsory benefit law, including any state disability income benefit law or similar law;
   b) any automobile liability insurance or no-fault motor vehicle plan, whichever is applicable;
   c) a Third Party (after subtracting attorney's fees) by judgment, settlement or otherwise;
   d) disability benefits from the Veteran's Administration, or any other foreign or domestic governmental agency, that begins *after* an Employee becomes Disabled. This includes the amount of any increase in a benefit that an Employee was receiving prior to becoming Disabled if the increase is attributed to the same disability for which the Employee is currently receiving a Weekly Benefit under this Plan; and
   e) any other similar act or law;
2) any disability income benefit for which the Employee is eligible under any other employee welfare benefit plan, or arrangement of coverage, whether insured or not, as a result of the Employee's employment with the Employer
3) retirement and/or disability income benefits paid under an Employer's Retirement Plan except for amounts attributable to an Employee's contributions;
4) any disability income or retirement benefit that has been received or is eligible to be received from:
   a) the Social Security Administration or any similar law, plan or act, including the initial enactment and all amendments;
   b) the Canada Pension Plan;
   c) the Quebec Pension Plan;
   d) the Railroad Retirement Act; or
   e) any other state, provincial or local government act or law or any other similar act or law provided in any jurisdiction;
5) any accumulated sick leave pay to the extent that the sum of the Gross Weekly Benefit and accumulated sick leave pay exceeds 100% of Pre-disability earnings.

The following items are NOT considered Other Income Benefits and will not be deducted from the Gross Weekly Benefit payable to the Employee:

1) profit sharing plans;
2) thrift or savings plans;
3) Individual Retirement Accounts (IRA) or Roth IRAs funded wholly by an Employee's contributions;
4) Tax Sheltered Annuities (TSA);
5) Stock Ownership Plans (ESOP);
6) nonqualified deferred compensation plans, including 457 plans;
7) Keogh, 401(k) or 403(b) plans;
8) Veteran Administration Benefits except those benefits that are a result of the same Disability for which a Weekly Benefit is payable under this Plan;
9) credit disability insurance;
10) individual disability policies paid for by the Employee and not sponsored by the Employer;
11) Social Security Widow's benefits paid under the deceased Spouse's earnings record;
12) Social Security retirement income received by the Employee if his disability begins after age 62 and he was already receiving Social Security retirement income payments;
13) Retirement plans from other employers; and
14) Salary Continuance Plans, except accumulated sick leave pay;

PHYSICIAN means a qualified, state licensed doctor of medicine or osteopathy, and any other licensed health care provider that state law requires to be recognized as a Physician, practicing within the scope of his license and applicable law. Physician does not include a Physician employed by the Employer, an Employee or anyone related to an Employee by blood, marriage, civil union, or domestic partnership.

PRE-DISABILITY EARNINGS means the Employee's Basic Weekly Earnings in effect immediately prior to his Date of Disability.

REGULAR ATTENDANCE means that an Employee:

1) personally visits a Physician as medically required according to standard medical practice, to effectively manage and treat the Employee's Disability;
2) is receiving the most appropriate treatment and care that will maximize his medical improvement and aid in his return to work; and
3) is receiving care by a Physician whose specialty or clinical experience is appropriate for the Disability."

REGULAR JOB means the job an Employee was performing for the Employer immediately prior to the Date of Disability.

SICKNESS means illness, bodily disorder or disease, Mental Illness, normal pregnancy and Complications of Pregnancy. Complications of Pregnancy is defined as a concurrent disease or abnormal conditions significantly affecting the usual medical management of pregnancy.

SOCIAL SECURITY means the United States Social Security Act or any similar law, plan or act including the initial enactment and all amendments.

SPOUSE means:

1) an individual to whom the Employee is legally married; or
2) the Employee's civil union partner or domestic partner, as defined by applicable law.

Spouse does not include an individual from whom the Employee is divorced or from whom the Employee has dissolved a civil union or a domestic partnership.

TOTAL DISABILITY and TOTALLY DISABLED mean that because of Injury or Sickness:
1) an Employee cannot perform the Material and Substantial Duties of his Regular Job;
2) an Employee is not working in any occupation; and
3) an Employee is under the Regular Attendance of a Physician for that Injury or Sickness.

Loss of occupational license for any reason does not in itself constitute Total Disability.

WAITING PERIOD means the period of time, starting on the Date of Hire, that an Employee must be continuously Actively at Work. The Waiting Period is stated in the Schedule of Benefits.

WEEKLY BENEFIT means the amount payable weekly to the Disabled Employee. It is the Gross Weekly Benefit reduced by Other Income Benefits, if any.

SECTION 3 – EFFECTIVE DATE FOR PLAN PARTICIPATION

INDIVIDUAL EFFECTIVE DATE: An Employee who is in an eligible class as stated in the Schedule of Benefits and has satisfied his Waiting Period, becomes eligible to participate under the Plan on the later of:

1) the Plan Effective Date;
2) the day immediately following completion of the Waiting Period.

Employees must be Actively At Work to be eligible for Plan Participation. If the Employee is not Actively At Work on the date participation under the Plan would otherwise become effective, the Individual Effective Date is the date the Employee returns to full-time Active Work.

SECTION 4 - CHANGES IN BENEFITS

If the Employee is not Actively at Work on the approved Plan change date, any Plan change takes effect on the date the Employee returns to Active Work.

SECTION 5 – TERMINATION OF PLAN PARTICIPATION

INDIVIDUAL TERMINATIONS: An Employee will cease to be a Plan participant on the EARLIEST of the following dates:

1) the date the Plan terminates or ceases to exist;
2) the date the Employee is no longer in an eligible class;
3) the date the Employee's class, as stated on the Schedule of Benefits, is no longer covered under this Plan;
4) the date employment terminates.
5) the date the Employee ceases Active Work. However, Plan participation will be continued for an Employee during any approved Leave of Absence according to the appropriate Continuation of Plan Participation benefit, if the benefit is shown on the Schedule of Benefits; and
6) the date the Employee enters active military service for any country, except for temporary duty of 30 days or less.

If an Employee's Plan participation is terminated due to the termination of this Plan, the Employee's rights under this Plan are terminated on the date that this Plan terminated."

SECTION 5 – TERMINATION OF PLAN PARTICIPATION

EXTENDED BENEFIT: If the Employee is Disabled on the date his Plan participation terminates, benefits due will be paid for Disability:

1) after the Elimination Period has been met, if the Employee is not already receiving a Weekly Benefit;
2) during the uninterrupted continuance of the same period of Disability; and
3) subject to the provisions and benefits of this Plan.

Benefits will be extended to the EARLIEST of the following:

1) the date Current Weekly Income equals or exceeds 100% of the Indexed Pre-Disability Earnings;
2) the date that the Employee ceases to be Disabled;
3) the date the Plan terminates or ceases to exist;
4) the date the Employee dies;
5) the date the Maximum Benefit Duration, shown on the Schedule of Benefits, is completed;
6) the date the Employee fails to give the Claim Administrator or the Employer required proof of Disability or information required by AUL or the Employer to determine if any benefits are owed under this Plan;
7) the date the Employee refuses to allow an examination requested by Claim Administrator or the Employer;
8) the date the Employee is no longer under the Regular Attendance and care of a Physician; or
9) the date the Employee leaves the United States or Canada and establishes his residence in any other country. An Employee will be considered to reside outside these countries when the Employee has been outside the United States or Canada for a total period of 6 months or more during any 12 consecutive months of benefits.

SECTION 5B - CONTINUATION OF PLAN PARTICIPATION UNDER THE FAMILY AND MEDICAL LEAVE ACT

CONTINUATION OF PLAN PARTICIPATION UNDER THE FAMILY AND MEDICAL LEAVE ACT. If the Employer approves a leave of absence under the Federal Family and Medical Leave Act (FMLA), an Employee's participation under this Plan will be continued as stated in this Section. Plan Participation will continue while an Employee's leave is covered under FMLA, until the end of the later of:

1) the leave period permitted under FMLA or
2) the leave period permitted by applicable state law.

Coverage continued under this Section is subject to the following requirements:

1) the Employer has approved an Employee's leave in writing as a leave taken under FMLA;
2) Basic Weekly Earnings will be the amount the Employee's Basic Weekly Earnings in effect prior to the date the Employee's family or medical leave began.

Continuation of Plan Participation under this provision will cease on the earliest of the following:

1) the date an Employee dies;
2) the date an Employee begins full or part-time employment with another employer;
3) the date this Plan terminates or ceases to exist;
4) the date an Employee's class is no longer offered under this Plan;
5) the date an Employee no longer qualifies for a Leave of Absence or participation in an eligible class, as stated in the Schedule of Benefits; or
6) the date an Employee enters active military service for any country, except for temporary duty of 30 days or less.

All terms and conditions of this Plan will apply during the approved continuation period provided under this Section, unless otherwise stated. While Plan Participation is being continued under this Section, the Employee will be considered exempt from the requirements listed below:

1) the Actively at Work definition; and
2) the applicable number of hours needed to meet the requirement for Full-Time Employee, as stated in the Schedule of Benefits.

SECTION 5C - CONTINUATION OF PLAN PARTICIPATION DURING A LEAVE OF ABSENCE AND TEMPORARY LAYOFF

LEAVE OF ABSENCE references in this Section means the Employee is absent from Active Work for a temporary period of time that has been agreed to in advance and in writing by the Employer and includes temporary layoffs unless otherwise stated.

CONTINUATION OF PLAN PARTICIPATION WHILE TEMPORARILY LAID OFF. If the Employer approves a temporary layoff, an Employee's participation under this Plan will be continued in accordance with the Employers procedures on layoffs.

CONTINUATION OF PLAN PARTICIPATION UNDER A LEAVE OF ABSENCE: If the Employer approves a Leave of Absence, an Employee's participation under this Plan will be continued in accordance with the Employers procedures on Leaves of Absence. Basic Weekly Earnings will be the amount of the Employee's Basic Weekly Earnings in effect prior to the date the Employee's Leave of Absence began.

Continuation of Plan Participation under this provision will cease on the EARLIEST of the following:

1) the date an Employee dies;
2) the date an Employee begins full or part-time employment with another employer;
3) the date this Plan terminates or ceases to exist;
4) the date an Employee's class is no longer offered under this Plan;
5) the date an Employee no longer qualifies for a Leave of Absence or participation in an eligible class, as stated in the Schedule of Benefits; or
6) the date an Employee enters active military service for any country, except for temporary duty of 30 days or less.

All terms and conditions of this Plan will apply during the approved continuation period provided under this Section, unless otherwise stated. While Plan Participation is being continued under this Section, the Employee will be considered exempt from the requirements listed below:

1) the Actively at Work definition; and
2) the applicable number of hours needed to meet the requirement for Full-Time Employee, as stated in the Schedule of Benefits.

SECTION 5D - CONTINUATION OF PLAN PARTICIPATION DURING A LEAVE OF ABSENCE FOR ACTIVE MILITARY SERVICE

LEAVE OF ABSENCE means the Employee is absent from Active Work for a temporary period of time that has been agreed to in advance in writing by the Employer.

CONTINUATION OF PLAN PARTICIPATION DURING A LEAVE OF ABSENCE FOR ACTIVE MILITARY SERVICE: If the Employee is on a leave of absence for active military service as described under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and applicable state law, the Employee's Plan participation may be continued in accordance with the Employer's procedures for Leave of Absence for Active Military Service.:

Plan participation continued under this Section is subject to the following requirements:

1) Basic Weekly Earnings will be the amount of the Employee's Basic Weekly Earnings in effect prior in effect prior to the date the Employee's Leave of Absence for active military service began.

Continuation of Plan Participation under this provision will cease on the earliest of the following:

1) the date an Employee dies;
2) the date an Employee begins full or part-time employment with another employer;
3) the date this Plan terminates or ceases to exist;
4) the date an Employee notifies the Employer that he will not be returning to Active Work;
5) the date an Employee's class is no longer offered under this Plan;
6) the date an Employee no longer qualifies for a Leave of Absence or participation in an eligible class, as stated in the Schedule of Benefits;

All terms and conditions of this Plan will apply during the approved continuation period provided under this Section, unless otherwise stated. While Plan Participation is being continued under this Section, the Employee will be considered exempt from the requirements listed below:

1) the Actively at Work definition; and
2) the applicable number of hours needed to meet the requirement for Full-Time Employee, as stated in the Schedule of Benefits.

SECTION 7 - GENERAL PLAN PROVISIONS

AGENCY: For all purposes of this Plan, the Employer acts on behalf of itself or as agent for the Employee. Under no circumstances will the Employer be deemed the agent of AUL.

AMENDMENT AND CHANGES: This Plan may be amended in writing by mutual agreement between the Employer and AUL, but without prejudice to any loss incurred prior to the effective date of the amendment. No change in this Plan is valid until approved by AUL. No agent has the authority to approve coverage, change this Plan or waive any of its provisions.

ASSIGNMENT: No assignment of any present or future right or benefit under this Plan will bind AUL or the Employer without prior written consent and when permitted under applicable laws.

CLERICAL ERROR: If a clerical error is made in keeping records on the coverage under this Plan, it will not affect otherwise valid coverage. A clerical error does not continue Plan Participation which is otherwise terminated, make Plan participation effective when it should not have been or change the amount of coverage provided by the provisions of this Plan.

CONFORMITY WITH STATE LAWS: Any provision of this Plan in conflict with the laws of the state in which it is delivered, is amended to conform to the minimum requirements of those laws.

RELATIONSHIP: AUL and the Employer are, and will remain, independent contractors. Nothing in this Plan or the Administrative Services Agreement shall be construed as making the parties joint venturers or as creating a relationship of employer and employee, master and servant or principal and agent. Neither party has any power, right or authority to bind the other or to assume or create any obligation or responsibility on behalf of the other. AUL and the Employers each retain exclusive control of their time and methods to perform their respective duties. AUL and the Employer will employ, pay and supervise their own employees and pay their own expenses. The Employer is required to familiarize itself with all relevant state and federal laws including applicable banking, MEWA, Plan sponsor, Plan Administrator, and fiduciary laws. Any violation of federal or state law will require Employer to reimburse AUL for any and all damages or fines imposed on AUL as well as AUL's reasonable attorney's fees incurred due to Employer's violations and/or any violations incurred by any representative of Employer, in which AUL is made party thereof.

WORKERS' COMPENSATION AND WORKMEN'S COMPENSATION NOT AFFECTED: This Plan is not in lieu of, and does not affect any requirement for coverage by Workers' or Workmen's Compensation.

SECTION 7A - CLAIM PROCEDURES

INITIAL NOTICE OF DISABILITY: Written notice of Disability must be given to Plan during the Elimination Period. If written notice cannot be made during the Elimination Period without the fault of the Employee, the Plan must be notified as soon as it is reasonably possible to do so. Written notice should contain sufficient information to identify the Employee. Notices are not considered given until received by the Plan, or its claim administrator.

CLAIM FORMS FOR PROOF OF LOSS: Upon receipt of the Initial Notice of Disability, the Plan, or its claim administrator will furnish the Employee with any necessary claim forms. These forms must be properly, accurately and truthfully completed and returned to the Plan or its claim administrator. If, for any reason, the Employee does not receive a claim form within 15 days of request, the Employee should submit written proof of Disability. The initial claim form or proof of Disability must show:

1) the claimant's name;
2) the Employer's name and address;
3) the Plan number;
4) the date Disability started;
5) the cause of Disability;
6) the nature and extent of the Disability;
7) that the claimant is under the appropriate care of a doctor;
8) the appropriate documentation of the claimant's earnings and activities; and
9) the name and address of any hospital, health provider, health facility or institution where the claimant has received treatment, including the names of all attending and treating doctors.

The initial claim form or proof of Disability must be signed by a Physician and sent to the Plan, or its claim administrator within 90 calendar days of the end of the Elimination Period. If it is not possible to give proof within these limits, it must be given as soon as reasonably possible. Proof of claim may not be given later than one year after the time proof is otherwise required, except in the absence of legal capacity.

The Plan, or its claim administrator will also periodically send the Employee additional claim forms or requests for information necessary to determine eligibility for benefits under this Plan. These subsequent completed claim forms and requests for information must be returned to the Plan or its claim administrator within 30 days after the Employee receives them. If requested forms and/or information are not received from the Employee, the Plan reserves the right to deny continued benefits for failure to provide proof of continuous disability as required by this Plan.

PHYSICAL EXAMINATION: The Plan, at its own expense, has the right to have an Employee examined, hospitalized and/or tested to determine the existence of any Disability that is the basis for a claim. This right may be exercised as often as is reasonably necessary, as determined by the Plan, and must be performed by a Physician of the Plan's, or its claim administrator's choice. If the Employee fails to comply with the Plan's requests for Physical Examination, the Employer reserves the right to deny benefits. The Plan may, at its expense, require an autopsy unless prohibited by law.

LEGAL ACTION: No legal action may be brought to obtain benefits or a refund of premium paid under this Plan:

1) for at least 60 days after proof of loss has been furnished; or
2) before any denial or reduction of benefits has been appealed properly in writing; or
3) beyond the expiration of the applicable statute of limitations from the time proof of loss or entitlement to a premium refund is required to be given. If no statute of limitations is given, then after 3 years following the expiration of the time within which proof of loss or entitlement to a premium refund is required by the Employer.

TIME OF PAYMENT OF CLAIMS: When the Employer or its claim administrator receives a claim form or proof of Disability, benefits payable under this Plan will be paid weekly during any period for which the Plan is liable.

SECTION 7A - CLAIM PROCEDURES

PAYMENT OF CLAIMS: All benefits are payable to an Employee. If an Employee dies before a benefit to which he was entitled is paid, the Plan has the right to pay up to $10,000 to any of the Employee's living relatives to whom the employer or its claim administrator considers entitled to such benefits. If the Plan pays benefits in good faith to a living relative who it considers entitled to such benefits, then the Plan will have no obligation to pay such benefits again. The Weekly Benefit will be calculated and paid in United States dollars, and when necessary, it will be based on the exchange rate effective on the first day of the Elimination Period.

RIGHT TO APPEAL: When this Plan is governed by ERISA, if an Employee wishes to appeal the decision made by the Plan or its claim administrator, Employees are allowed 180 days following receipt of a notification of an adverse benefit determination within which to appeal the determination. Employees are allowed the opportunity to submit written comments, documents, records and other information relating to the claim for benefits. The Employee is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the Employee's claim for benefits. Whether a document, record or other information is relevant to a claim for benefits shall be determined by reference to paragraph (m)(8) of 29 C.F.R. § 2560.503-1. The Employer's or its claim administrator's review will take into account all written comments, documents, records and other information submitted by the Employee relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. An Employee has a right to obtain the information about any voluntary appeal procedures offered by the Plan described in paragraph (c)(3)(iv) of 29 C.F.R. § 2560.503-1 and has a right to bring an action under section 502(a) of ERISA. A final determination will be provided pursuant to 29 C.F.R. § 2560.503-1.

RIGHT OF RECOVERY: If benefits have been received for which the Employee was not entitled to receive under this Plan, then full reimbursement to the Plan is required. Such reimbursement is required whether the overpayment is due to intentional or innocent misrepresentations by the Employee, intentional or innocent misrepresentations by an entity supplying the Plan or its claim administrator with information, a claims processing error or miscalculation or for any other reason. If reimbursement is not made, then the Plan has the right, as allowed under law to:

1) reduce future benefits, including the Minimum Weekly Benefit, payable to Employee or any other payee, until full reimbursement is made,
2) demand an immediate refund of the overpayment from the Employee,
3) recover such overpayments from the Employee or his estate, and
4) take legal action.

If the Plan chooses not to use benefit payments towards the reimbursement, this will not constitute a waiver of the Plan's rights to reimbursement. This provision will be in addition to, and not in lieu of, any other compensation available to the Plan by law.

Claim Denial Procedure:

a. An adverse benefit determination includes a denial, reduction, or termination of, or a failure to provide or make payment for (in whole or in part) a benefit.
b. If a claim for benefits is denied in whole or in part, the Employee or claimant will receive a written denial that will include the following:

   i. the specific reason(s) for the denial;
   ii. the specific reference to the Plan provision on which the denial was based;
   iii. a description of any additional material or information which he might be required to furnish an explanation of why it is needed;
   iv. information on how to submit a claim for review, review procedures and time limits, and a statement of his right to bring a civil action under ERISA section 502(a) if applicable; and
   v. if an adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination will be provided free of charge upon request.

vi. a statement that you have the right to obtain upon request a copy of any internal rule, guideline, protocol or other criteria relied upon in making the denial, upon his request and free of charge.

c. The Employee, his beneficiary, or authorized representative may appeal any denial of a claim for benefits under the Plan by submitting a written request for review to the Employer or its claim administrator. The Employee's request for review must be filed within 180 days for disability claims after written notice is given of denial of the claim. As part of the review process, the Employee, his beneficiary, or authorized representative may: (i) submit written comments, documents, records, and other information relating to the claim; and (ii) upon request and free of charge, have reasonable access to and copies of all documents, records, and other information relevant to the claim for benefits.

d. A written decision on the appeal will be rendered by the Employer or its claim administrator within 45 days after the receipt of your request for review. An additional 45 days may be required in special cases, and you will be notified of the need for additional time and be given an explanation as to why more time is needed. The final decision may not be delayed beyond 90 days following the date of your written request for review.

e. If the Employee or claimant's appeal for benefits is denied, he will receive a written notice of denial, which will include the following in a manner calculated to be understood by you:

i. the specific reason(s) for the adverse determination;
ii. the specific reference to the Plan provision(s) on which the benefit determination was based;
iii. a statement that he is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to his claim for benefits;
iv. a statement describing any voluntary appeal procedures offered by the Plan. The notice will also describe the Plan's review procedures and his right to obtain the information about such procedures free of charge, related time limits and a statement of his right to bring a civil action under Section 502(a) of ERISA, if applicable;
v. a statement that you have the right to a copy of any internal rule, guideline, protocol or other criteria relied upon by the Plan in making the adverse determination, upon his request and free of charge.

To the extent not preempted by ERISA, the Plan will be construed in accordance with the laws of the state of Indiana.

Statement of ERISA Rights

As a participant in the Plan, the Employee may be entitled to certain rights and protections under the Employee Retirement Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

Receive Information About the Employee's Plan and Benefits

a. Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all Plan documents including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
b. Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary Plan description. The administrator may make a reasonable charge for the copies.
c. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

SECTION 7A - CLAIM PROCEDURES

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of the Employee and other Plan participants and beneficiaries.

No one, including your employer, your union, or any other person, may fire the Employee or otherwise discriminate against the Employee in any way to prevent the Employee from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If the Employee's claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps the Employee can take to enforce the above rights. For instance, if the Employee requests a copy of Plan documents or the latest annual report from the Plan and does not receive them within thirty (30) days, he may file suit in a federal court. In such a case, the court may require the Plan administrator to provide the materials and pay the Employee up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

If the Employee has a claim for benefits that is denied or ignored, in whole or in part, the Employee may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if the Employee is discriminated against for asserting his rights, he may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court.

The court will decide who should pay court costs and legal fees. If the Employee is successful, the court may order the person he has sued to pay these costs and fees. If the Employee loses, the court may order him to pay these costs and fees, for example, if it finds the Employee's claim is frivolous.

Assistance with Employee Questions

If the Employee has any questions about his Plan, you should contact the Plan Administrator. If the Employee has any questions about this statement or about his rights under ERISA, or if he needs assistance in obtaining documents from the Plan Administrator, he should contact the nearest area office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, EBSA, U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, D.C. 20210. The Employee may also obtain certain publications about his rights and responsibilities under ERISA by calling the EBSA publications hotline 1-866-444-3272 or viewing its website at www.dol.gov/ebsa.

GOVERNING LAW: The Plan is primarily subject to the Employee Retirement Income Security Act of 1974 ("ERISA"), as well as other various federal laws.

SECTION 8 – BENEFIT PROVISIONS

WEEKLY BENEFIT PAYMENTS: Disability benefits will be paid, according to this Plan, if an Employee becomes Disabled while an eligible participant in the Plan. The Plan Administrator or its claim administrator must receive proof that an Employee is Disabled due to Sickness or Injury and requires the Regular Attendance of a legally qualified Physician. The Employer or its claim administrator will pay the Employee a Weekly Benefit after the Employee satisfies the Elimination Period. The Elimination Period may be satisfied by Total Disability.

The Weekly Benefit will be paid as long as Disability continues; provided that proof of continued Disability is submitted to the Employer or its claim administrator upon request and the Employee is under the Regular Attendance and care of a Physician. The proof must be submitted at the Employee's expense. Weekly Benefits will not be paid during any period that an Employee is incarcerated in a penal or correctional institution.

The Weekly Benefit will not exceed the Maximum Weekly Benefit, nor will it be payable for longer than the Maximum Benefit Duration. The Maximum Weekly Benefit and the Maximum Benefit Duration are stated in the Schedule of Benefits.

PRORATING OF THE WEEKLY BENEFIT: The eligible Weekly Benefit will be paid on a weekly basis. For any period of Disability less than one week, the Weekly Benefit payment will be paid on a pro-rata basis at the rate of 1/7 per day.

REDUCTIONS TO THE WEEKLY BENEFIT: Other Income Benefits will reduce the Weekly Benefit as defined in this Summary Plan Description. The Social Security Integration Method used is stated in the Schedule of Benefits.

LUMP SUM PAYMENTS: Other Income Benefits that are paid in a lump sum, excluding benefits received from the Employer's Retirement Plan, will be prorated over the stated period of time the lump sum was projected to apply. Lump sums projected to cover the Employee's life expectancy will be prorated based on appropriate actuarial tables. If the projected period of time that a lump sum is intended to cover is not stated, the lump sum will be prorated over a period of 60 months.

A lump sum payment from an Employer's Retirement Plan will be prorated over 60 months. However, if such lump sum is rolled to an annuity or retirement account that does not pay a benefit prior to the end of the Maximum Benefit Duration stated in the Schedule of Benefits, then the Gross Weekly Benefit will not be reduced by that lump sum payment.

Regardless of how benefits from the Employer's Retirement Plan are distributed, contributions made by the Employee and Employer will be treated as if they were distributed simultaneously throughout the Employee's lifetime.

APPLICATION FOR OTHER INCOME BENEFITS: If the Employee, Spouse or Child(ren) are or become eligible for any Other Income Benefit, they must:

1) apply for the Other Income Benefits; and
2) appeal any denial for the Other Income Benefit that appears unreasonable.

Until approval or denial of any Other Income Benefits for any Disability is determined, The Employer or its claim administrator will make payments as indicated below.

The Weekly Benefit will be paid after the Elimination Period, with no reduction for estimated benefits until the appropriate entity has reached a decision. When a decision is reached, the Employee must send the Employer or its claim administrator a copy of the determination and reimburse the Employer or its claim administrator for any overpayment made as a result of that decision, regardless of whether or not the Employee is still an eligible Employee under the Plan on the date the Employee recovers such amount.

Additionally, if an award is made, the Weekly Benefit will be reduced by the amount of the Other Income Benefits the Employee received, in accordance with the terms of this Plan.

SECTION 8 – BENEFIT PROVISIONS

MINIMUM WEEKLY BENEFIT: While a Weekly Benefit is payable under this Plan, the Weekly Benefit shall not be reduced to an amount less than the minimum Weekly Benefit indicated in the Schedule of Benefits.

TERMINATION OF THE WEEKLY BENEFIT: The Weekly Benefit will cease on the EARLIEST of the following:

1) the date Current Weekly Income equals or exceeds 100% of the Indexed Pre-disability Earnings;
2) the date that the Employee ceases to be Disabled;
3) the date the Plan terminates or ceases to exist;
4) the date the Employee dies;
5) the date the Maximum Benefit Duration stated in the Schedule of Benefits is completed;
6) the date the Employee fails to give the Plan or its claims administrator required proof of Disability or information required to determine if any benefits are owed under this Plan;
7) the date the Employee refuses to allow an examination requested by the Plan, or its claims administrator;
8) the date the Employee is no longer under the Regular Attendance and care of a Physician;
9) the date the Employee leaves the United States or Canada and establishes his residence in any other country. An Employee will be considered to reside outside these countries when the Employee has been outside the United States or Canada for a total period of 6 months or more during any 12 consecutive Months.

RECURRENT DISABILITY: If, after a period of Disability for which benefits are payable, the Employee resumes his Regular Job as a Full-Time Employee and performs each Material and Substantial Duty of that Job for a continuous period of 15 consecutive days of full-time work, any Recurrent Disability will be part of a new period of Disability and a new Elimination Period must be completed before any further Weekly Benefits are payable.

If the Employee resumes his Regular Job as a Full-Time Employee and performs each Material and Substantial Duty of that Job for less than 15 consecutive days of full-time work, a Recurrent Disability will be part of the same period of Disability. The Recurrent Disability must be the direct result of the Injury or Sickness that caused the prior Disability. The Employee will not have to complete a new Elimination Period. Benefit payments will be subject to the terms of this Plan for the prior Disability. The benefit will be based on the amount of Basic Weekly Earnings in effect immediately prior to the original Elimination Period.

Benefits payable under the Recurrent Disability provision will cease if benefits are payable to the Employee under any other group short term disability Plan.

SECTION 8 – BENEFIT PROVISIONS

ORGAN TRANSPLANT PROCEDURE means the surgical removal of any one or more of an Employee's organs for the purpose of transplanting to another individual.

ORGAN DONOR TRANSPLANT BENEFIT: The Plan will pay a Weekly Benefit if an Employee becomes Disabled as a result of an Organ Transplant Procedure while an eligible Employee under this Plan. Proof of the Disability must be received by the Plan for review.

TERMINATION: The Organ Donor Transplant Benefit will terminate the EARLIER of:

1) the date Current Weekly Income equals or exceeds 100% of the Indexed Pre-disability Earnings;
2) the date that the Employee ceases to be Disabled;
3) the date the Plan terminates or ceases to exist;
4) the date the Employee dies;
5) the date the Maximum Benefit Duration stated in the Schedule of Benefits is completed;
6) the date the Employee fails to give the Plan required proof of Disability or information required to determine if any benefits are owed under this Plan;
7) the date the Employee refuses to allow an examination requested by the Plan;
8) the date the Employee is no longer under the Regular Attendance and care of a Physician;
9) the date the Employee leaves the United States or Canada and establishes his residence in any other country. An Employee will be considered to reside outside these countries when the Employee has been outside the United States or Canada for a total period of 6 weeks or more during any 12 consecutive Weekly Benefit payments.

SECTION 9 - EXCLUSIONS

GENERAL EXCLUSIONS: This Plan does not cover any Disability caused by, contributed to by, or resulting from:

1) participation in war or any act of war, declared or undeclared;
2) active participation in a riot;
3) attempted suicide, regardless of mental capacity;
4) attempted or actual self-inflicted bodily injury or self-destruction, including but not limited to the voluntary inhaling or taking of:
   a) a prescription drug in a manner other than as prescribed by a Physician;
   b) any federal or state regulated substance in an unlawful manner;
   c) non-prescription medicine in a manner other than as indicated in the printed instructions;
   d) poison; and
   e) toxic fumes;
5) commission of or attempt to commit a criminal act under relevant state law;
6) cosmetic Surgery. However, Cosmetic Surgery will be covered when it is due to:
   a) reconstructive surgery incidental to, or follows surgery resulting from, trauma, infection or other diseases of the involved part; or
   b) congenital disease or anomaly that has resulted in a functional defect;
7) an Employee being legally intoxicated as defined by the law of the jurisdiction in which the incident occurs;
8) any event that occurs while an Employee is incarcerated in a penal or correctional institution;
9) participation in any self-asphyxiation method;
10) traveling or flying on any aircraft operated by or under authority of military or any aircraft being used for experimental purposes; or
11) engaging in any illegal or fraudulent occupation, work, or employment.
12) the revocation, restriction or non-renewal of an Employee's license, permit or certification necessary to perform the duties of his or her occupation unless due solely to Injury or Sickness otherwise covered by the Plan; or
13) any Injury or Sickness due to employment, and for which benefits are payable by any type of Workers' or Workmen's Compensation Law or any similar act or law.

SECTION 10 – MISCELLANEOUS

Effect on Employment: This Plan shall not confer upon any Employee any right to be continued in the employment of the Employer.

Alienation of Benefits: Except as provided by law, no benefit under this Plan may be voluntarily or involuntarily assigned or alienated.

Amendment, Suspension, or Termination of the Plan: The Employer reserves the right to alter, amend or modify the Plan and any such payments.

Exclusivity and Enforceability: The Plan is maintained for the exclusive benefits of participants. The rights conferred upon participants and their covered dependents under this Plan, including such materials as may be incorporated herein by reference, shall be legally enforceable.

PLAN ADMINISTRATION: The administration of the Plan shall be under the supervision of the Plan Administrator. It shall be a principal duty of the Plan Administrator to see that the Plan is carried out, in accordance with its terms, for the exclusive benefit of Employees entitled to participate in the Plan. The Plan Administrator will have sole power to administer the Plan in all of its details, except for matters covered by other provisions of this Section, subject to the applicable requirements of law. For this purpose, the Plan Administrator's powers will include, but will not be limited to, the following authority, in addition to all other powers provided by this Plan:

1) To make and enforce such rules and regulations as it deems necessary or proper or the efficient administration of the Plan, including the establishment of any claims procedures that may be required by applicable provisions of law;
2) To interpret the Plan, its interpretation thereof in good faith to be final and conclusive on all Employees claiming benefits under the Plan;
3) To decide all questions concerning the Plan and the eligibility of any Employee to participate in the Plan;
4) To appoint an actuary to perform an annual valuation of the benefits provided under the Plan;
5) To appoint such agents, counsel, accountants, consultants, claim administrator, and other persons as may be required to assist in administering the Plan;
6) To comply with all reporting and disclosure requirements of applicable laws and ERISA; and
7) To allocate and delegate its responsibilities under the Plan and to designate other persons to carry out any of its responsibilities under the Plan, any such allocation, delegation or designation to be in writing.

EXAMINATION OF RECORDS: The Plan Administrator will make available to each participant any records under the Plan that pertains to him, for examination at reasonable times during normal business hours.

SECTION 11 – SUMMARY PLAN DESCRIPTION SIGNATURE PAGE
CARMEL CLAY SCHOOLS

Employee's signature below represents and warrants to AUL that, as of the date below it has all power and authority to execute and deliver this Agreement and perform its obligations hereunder, accepts and acknowledges reviewing the Summary Plan Description and the governing Terms and Conditions.

Carmel Clay Schools

By: _____

Name: LORI DE GRAFF

Title: Benefits Specialist

Date: 3/1/18