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**NEGOTIATED AGREEMENTS**  
**BETWEEN**  
**THE**  
**CEDAR CLIFF LOCAL BOARD OF EDUCATION**  
**AND THE**  
**CEDAR CLIFF**  
**SCHOOL EMPLOYEES ASSOCIATION**

**July 1, 2013 - June 30, 2016**



CEDAR CLIFF  
LOCAL SCHOOL DISTRICT

248 N. MAIN ST., P.O. BOX 45  
CEDARVILLE, OHIO 45314-0045

September 6, 2013

**SUPERINTENDENT**

CHAD MASON  
937-766-6000  
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**TREASURER**

JOY KITZMILLER  
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**BOARD OF EDUCATION**

CHARLENE CAMPBELL  
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GAIL MARTINDALE  
MATT SHERIDAN  
CHRIS WAYMIRE

**PRINCIPALS**

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ERIC SNEAD  
Elementary  
937-766-3811  
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Mrs. Anita Pingel, President  
Cedar Cliff Employees Association  
3540 Barber Road  
Cedarville, OH 45314

Dear Anita,

The purpose of this letter is to agree to change the language of the recently ratified negotiated agreement to our current acting practices and is therefore, in the best interest of the district and staff to do so.

Under Section 11.02, Vacations: The negotiated agreement should read:

Classified ~~full-time~~ employees, (those who work ~~6 hours a day~~ on a 12-month calendar) shall earn paid vacation leave as follows:

If you have any questions concerning this, please feel free to see me.

Sincerely,

Chad Mason, Superintendent  
Cedar Cliff Local Schools

My signature indicates agreement with the above proposal.

Anita Pingel, CCSEA President

9-13-13  
Date

**Negotiated Agreements**

**Between**

**The Cedar Cliff Local Board of Education**

**and**

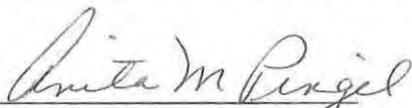
**The Cedar Cliff School Employees Association**

All articles contained herein have been discussed and agreed upon and shall become effective July 1, 2013, and remain in effect until June 30, 2016.

If any provision and/or application of these agreements to any employee or group of employees is held to be contrary to law by a court of law having proper jurisdiction, or by a legislative act, or if any formal opinion of the State Attorney General declares such provision or application to be contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law; but all of the provisions or applications otherwise not effected will continue in full force and effect. The parties will meet no later than ten (10) days after such holding for the purposes of renegotiating the provisions or article affected.

Both parties agree to be bound by the provisions of this contract during the period stated above.

In the event a disagreement is encountered in the implementation of interpretation of any of these agreements, resolution shall be sought through the Grievance Procedure.



President, Cedar Cliff School  
Employees Association

~~8/27/2013~~ 9/13/13  
Date



President, Cedar Cliff Local  
Board of Education

8/27/2013  
Date

## NEGOTIATIONS AGREEMENT

### Preamble

The Cedar Cliff Local Board of Education recognizes that the primary function of the Board of Education and its support staff is to help secure for the boys and girls of this school district the highest level of educational opportunities obtainable within the resources of the school district.

The Board of Education is cognizant that the best interest of boys and girls will be served by the establishment of procedures which will enable the classified staff, the administration, and Board of Education, through cooperative efforts, to secure educational opportunities of the highest quality.

The Cedar Cliff Local Board of Education (hereinafter referred to as the "Board") and its classified employees represented by the Cedar Cliff School Employees Association (hereinafter referred to as "Employees Association") share the combined responsibility of working cooperatively in the decision making process in the areas of salary, fringe benefits, and conditions of work.

It is hereby agreed that:

- A. The Cedar Cliff Local Board of Education has all the powers, rights, and duties conferred on it under the provision of the Ohio Revised Code.
- B. The Superintendent and the administrative staff (hereinafter referred to as the "Administration") have all powers, rights, and duties conferred on them under the provisions of the Ohio Revised Code and under the policies established by the Board.
- C. The Classified Staff Members have the immediate responsibilities for implementing the policies of the Board and individual and collective responsibility for providing maximum education opportunity for all students of the Cedar Cliff Local School
- D. All provision of the Ohio Revised Code shall apply to the Board, Administration, and Classified Staff.
- E. No reprisal of any kind shall be taken by the Board, CCSEA, or Administration against any participant in negotiations as a result of their participation.
- F. The Board, Employees Association, and the Administration agree not to discriminate in any person with regard to race, creed, religion, color, national origin, sex, age, or marital status.

## ARTICLE I - RECOGNITION

The Cedar Cliff Local Board of Education, hereinafter referred to as the Board, recognizes the Cedar Cliff School Employees Association, hereinafter referred to as the Employees Association, as the sole and exclusive bargaining representative for the classified staff of this school district.

For the purpose of recognition and negotiations, the bargaining unit shall consist of employees in the following job classifications:

- A. Aides
- B. Bus Drivers
- C. Cooks
- D. Cashier
- E. Custodians
- F. Health Care Specialist/Student Attendance Monitor
- G. Nurse
- H. Secretaries

Excluded from the bargaining unit are substitute employees, confidential employees, and employees with managerial functions. For the purpose of this agreement, these employees shall include the following positions:

- A. Secretary to the Superintendent
- B. Employees of the Treasurer's office
- C. Maintenance/Custodial Supervisor
- D. Administrative Secretary
- E. Cafeteria Manager
- F. Transportation Supervisor/ Assistant Maintenance Director
- G. Network Administrator/Technology Assistant

The recognition of the Employees Association shall be for the term of this negotiated agreement.

Further recognition shall be granted providing the Employees Association submits a certified membership roster to the Treasurer of the Board by October 1 of the negotiating year, demonstrating that it has a membership greater than 50 percent of all eligible members.

Except, that if a petition properly certified and bearing the signatures of 35% or more of the classified staff eligible to be represented by the bargaining unit, is presented to the Board of Education calling for an election, the Board shall direct that such an election or representation be held.

- A. An election or representation conducted under this article shall be conducted by secret ballot.

- B. At least ten days notice shall be given of the time and place of each election.
- C. The ballot shall contain a choice of "No Representative".
- D. In an election where none of the choices on the ballot receives a majority, a run-off election shall provide for a selection between the two parties or choices receiving the highest and second highest number of ballots cast in the original election.
- E. No election shall be conducted under this Article when an election of representation was held in the immediate preceding twelve-month period.
- F. Petitions for an election may be filed with the Board no sooner than ninety days nor later than sixty days before the expiration date of any collective bargaining agreement or after the expiration date, until a new written negotiated agreement has been entered into. (Extension of agreement do not affect the expiration date of the original agreements.)

## **ARTICLE II - PROCEDURES FOR CONDUCTING NEGOTIATIONS**

### **Subjects For Negotiations 2.01**

Both the Board of Education and the employees association recognize that certain matters are subject to negotiations. Subjects for negotiations shall include matters related to the following:

- A. Salaries and matters of economic welfare
  - B. Terms and conditions of employment
  - C. Employees Association rights, responsibilities, and representation.
- (If mutually agreed upon, this list may be extended).

### **Initiating Negotiations 2.02**

The letter of request for opening negotiations must, if offered by the Employees Association be received by the Superintendent's office between the dates of March 15 to April 15. If the Board wishes to initiate the opening of negotiations then said letter shall be received by the Employees Association between the dates of March 15 to April 15.

A mutually convenient meeting date shall be set no later than fifteen (15) days from receipt of the letter, unless both parties mutually agree to a later date.

At the first negotiations session, the two parties (or representatives) will exchange their items for the agenda.

### **Adoption of the Negotiations Agenda 2.03**

Following the presentation of agenda items by both teams, an agenda of these items will be developed and adopted. Once the agenda is officially adopted no issue shall be added without the consent of both parties.

### **Rights of Individuals 2.04**

Individuals may present their views and recommendations in writing to the Superintendent. A copy of such views and recommendations shall be filed concurrently with the Treasurer of the Board of Education and the President of the Employees Association. Membership in any organization shall not be required as a condition of employment.

### **Terms and Conditions 2.05**

The agreements contained herein are the result of the cooperative application of the negotiation procedure and represent the full and complete understandings between the Employees Association and the Board for the term of the contract.

### **Composition of Negotiating Teams 2.06**

- A. Negotiating Team - The Board and the Employees Association negotiations meetings by a team of negotiators, not to exceed three (3) members each. All negotiations shall be conducted exclusively between said teams.
- B. Observers - Each party shall be authorized to admit no more than two (2) observers to each negotiations meeting. Observers shall be without the right to speak during the negotiations sessions unless by mutual consent.

### **Negotiations Meetings 2.07**

- A. Time and date of negotiations meetings shall be mutually agreed upon, and until negotiations are concluded, either party may require at each meeting a decision on the date and time of a subsequent meeting.
- B. Meetings shall not be scheduled during school hours (except in extreme emergencies) and shall be at reasonable intervals and times so as to avoid as nearly as practicable conflict and interference with school and employment schedules.
- C. Negotiations meetings shall not be open to the public unless by mutual agreement.

- D. Either party may, upon requests, caucus for a reasonable length of time.
- E. When unforeseen circumstances make it impossible for the chief negotiator of either party to be in attendance, or cause him/her to be late, it shall be the duty of the team to notify the other as promptly as possible; and both parties shall thereupon agree to the time of the next negotiations session.
- F. During negotiations, the Board and the Employees Association will present relevant data, exchange points of view, and make proposals and counter-proposals in a sincere effort to reach mutual understanding and agreement on all matters submitted for negotiations. All parties are obliged to deal openly and fairly with each other on all matters and to conduct such negotiations in good faith, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

#### **Information 2.08**

Both parties shall furnish each other, upon reasonable written request, all available information pertinent to the issues under negotiation. The expense of providing such information shall be borne by the party requesting it, and such party shall initial for receipt of the requested items.

#### **Assistance and Study Committees 2.09**

- A. Consultants - Either party may call upon professional and lay consultants to assist it in all negotiations. The expense of each consultant service shall be borne by the party requesting the service.
- B. Ad Hoc committees - By mutual agreement both parties may appoint joint committees, chosen from the regular negotiating team membership, to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties at regular negotiations meeting, one within the time limit specified by the parties when the committee was established.

#### **Progress Reports 2.10**

Periodic progress reports to the public may be issued during negotiations. Such releases shall be mutually written and agreed on.

#### **Agreement 2.11**

- A. Tentative Agreement - Negotiations items shall be reduced to writing and initialed by representatives of each party, but such initialing shall not be construed as final

agreement and either party may revise an initialed agreement until all items have been agreed to by the respective negotiating teams.

- B. Agreement - If consensus is reached on those matters being negotiated, the understanding of the negotiating parties shall be reduced to writing and submitted to the membership of the Employees Association ratification. If ratified, said written agreement between the parties shall then be submitted to the Board of Education for its approval. If approved, in accordance with the provisions of this section, the Agreement shall be signed by both parties and shall become part of the official minutes of the Board.

### **Disagreement 2.12**

After negotiations have been conducted for a period of sixty (60) days or the parties agree that impasse has been reached prior to the end of the sixty (60) day period, the parties shall make a joint request to the Federal Mediation and Conciliation Service for the assistance of a mediator. The parties agree to meet at the call of any mediator assigned.

### **ARTICLE III - EMPLOYEE ASSOCIATION RIGHTS**

- A. An employee elected to a state or national office of a bona fide professional organization is eligible for a leave of absence without pay under the provisions of the leave of absence policy of the Board of Education.
- B. The Cedar Cliff School Employees Association, through a designated representative, shall have the right to all regularly scheduled or special meetings of the Board to speak to any issue opened for public discussion.
- C. The President of the Employees Association shall be provided with a copy of an agenda for each regular or special Board meeting.
- D. The President of the Employees Association shall receive from the Board a directory listing the names and job assignments of all employees of the Board. This directory will be provided on or before October 1 of each year.
- E. Names and addresses of new employees shall be provided to the Employees Association president as early as practical following Board approval of their contracts.
- F. The Employees Association or any committee thereof, shall have the right to use school buildings and facilities without charge for meetings during the custodian's scheduled work time. At other times the Employees Association may use the building according to regulations established by the Board with no rental charge except reimbursement to the Board for custodial wages.

- G. The Employees Association shall have the right to use the bulletin board in the school offices and lounges for Employee Association announcements.

**Grievance 3.01**

All grievances or matters having to do with the management of the personnel of the Cedar Cliff School system shall first be taken up with the proper administrative officials prior to being brought before the Board of Education.

Employees or groups of employees desiring to address the Board of Education on any matter shall direct their communications in care of the Treasurer and not to any individual board member, except that copies of any such communication would be sent to all board members and Superintendent by the Treasurer.

**ARTICLE IV - EMPLOYEES ASSOCIATION RESPONSIBILITIES**

- A. The Employees Association agrees to support, in good faith, all of the terms and provision of these negotiated agreements.
- B. The Employees Association shall give the names of its officers to the Superintendent and to the Board President on or before October 1 of each year.
- C. The Employees Association agrees to support, in good faith, the operation of the adopted Grievance procedure.

**ARTICLE V - EMPLOYEE RIGHTS**

- A. All members of the Classified Staff have all rights provided them by the Ohio Revised Code, and the Constitutions of the State of Ohio and the United States.
- B. All members of the Classified Staff shall have all rights provided to them by the terms of these negotiated agreements.
- C. All members of the Classified Staff shall have the right to belong, or not to belong, to any organization for their improvement, and membership in any such organization shall not be required as a condition of employment.
- D. All members of the Classified Staff shall, upon their initial employment, and yearly thereafter, be given access to a copy of the current written Board of Education policies and regulations in effect and a copy of this agreement.
- E. All members of the Classified Staff shall, upon their initial employment and as deemed advisable thereafter, receive a copy of all procedures and forms recognized and used by the Cedar Cliff Local School District.

- F. All members of the Classified Staff shall have the right to have an Association officer or representative present at a disciplinary meeting
- G. A supervisor must notify an employee of any discipline infractions within 48 hours of the supervisor's knowledge of the infraction. Any written material related to this discipline will adhere to Article XII. D..
- H. When an association officer or representative attends a disciplinary action meeting, said officer or representative will not be "docked" for attendance if it is held during the officer or representatives' regular work hours.

#### **ARTICLE VI - EMPLOYEE RESPONSIBILITIES**

- A. Classified members will adhere to the policies, rules and regulations as established by the Board of Education, Administration, and by these negotiated agreements.
- B. Classified members will follow the adopted job descriptions of the school district.
- C. Classified members will cooperatively work with their respective supervisors for the improvement of their effectiveness.
- D. Classified members will attend all local and county meetings as required by administrative regulations, by negotiated agreements or by other proper directives or practices.
- E. Classified members will be in regular attendance in their assignments, except when properly relieved.
- F. Classified members will, under normal conditions, be held responsible for materials, facilities, and equipment, which are under their use or control.
- G. Classified members will be responsible for the updating of their personal files.

#### **ARTICLE VII - EMPLOYMENT PROCEDURE**

It shall be the policy of the Cedar Cliff Local Board of Education to provide an orderly and systematic procedure for the employment and retention of the best-qualified classified staff members possible. Initial employment and re-employment of classified staff members shall be carried out within the provisions set forth in the Ohio Revised Code.

### **Initial Employment 7.01**

An employee new to the Cedar Cliff Local School District shall, upon his/her initial employment, be offered a contract not to exceed one (1) year. (This is a limited contract.)

If the services of the employee during the first contract is the Cedar Cliff Schools is judged by the proper administrator to be satisfactory, he/she shall be recommended for another limited contract for two (2) years.

If at the end of the second limited contract (stated in the preceding paragraph), his/her service is judged to be satisfactory quality by the responsible administrative person, said employee shall be recommended for a continuing contract as provided for in the Ohio Revised Code 3319.081.

### **Equal Opportunity Employer 7.02**

The Cedar Cliff Local School District is an equal opportunity employer.

## **ARTICLE VIII - ASSIGNMENT AND TRANSFER**

### **Assignment 8.01**

- A. All members of the classified staff having been employed by the Board of Education shall be assigned duties by the Superintendent of the Cedar Cliff Local Schools.
- B. Employees shall be assigned to perform duties in areas where, in the opinion of the Superintendent, their services will be of greatest value to the school district.
- C. It shall be the policy of the Board of Education to fill vacancies by transfer when such transfers appear to be in the best interest of the entire educational system. Employees who wish to be considered for such transfer shall express their interest in writing to the local Superintendent.
- D. Vacancies and newly created positions shall be appropriately posted as soon as possible after they occur. The Superintendent will notify the C.C.S.E.A. President of classified positions that become available during the summer. Present employees who are qualified and apply for such vacancies will be given preference in hiring if qualified, but the administration and the Board reserve the right to hire the best qualified employees available.

### Overtime Work 8.02

When it becomes necessary to require overtime work of classified personnel, the Superintendent shall authorize it on the proper form. Overtime is any authorized time worked in excess of forty (40) hours in a workweek.

In assigning overtime work the Superintendent shall do so on a seniority basis giving first consideration to the employee who has the greatest seniority in his/her job classification assignment. In the event an employee cannot be found for a particular job, a rotation system will be used to cover that job. Rotation will work as follows: The last person on the seniority list will be the first person required to perform a job that is not covered, then the next person with the least amount of seniority will be called. Once an employee has performed overtime work, that employee will not be required to perform overtime work again until those above him/her have also taken overtime work.

Compensation for regular overtime work shall be at a rate one and a half times the regular rate, except that any employee required to work on a national holiday or Sabbath shall be reimbursed at twice the hourly rate.

### Substitute Drivers 8.03

When the scheduled driver is absent from a route outside of the regular route schedule (i.e., kindergarten, pre-school, etc.), the assignment of the substitute driver shall be done on a seniority basis in the following order:

Regular Full-Time Bus Drivers  
Regular Part-Time Bus Drivers  
Substitute Bus Drivers

The Bus Coordinator will attempt to contact drivers in the above order. However, due to time constraints, the Board reserves the right to use the next available driver.

#### A. Reassignment of Custodian to Bus Driver:

Whenever a custodian is reassigned by the District to drive a bus route, the following provisions shall apply:

Employees in the custodial category hired after July 1, 2013, as a condition of employment may be required to obtain a CDL license for the purposes of transporting students on regular bus routes, field trips, and athletic team functions and be required to keep such certification as a condition of employment. The determination of this requirement rests with the administration. Employees hired previous to that date will be asked to fulfill substitute bus driving duties on a voluntary basis. When a custodian serves as a substitute driver, he/she will be paid according to their current step/seniority level in their respective category. (i.e. if a custodian is at step 11 of the

custodial category and drives for the district, their hourly pay will be the corresponding step 11 in the regular bus driver category.)

Additionally, the cost of the CDL certification will be reimbursed to the employee consistent with provision 11.01 (A) of this negotiated agreement.

The administration will use reasonable efforts to find substitute drivers from the district and substitute bus driver lists before reassigning custodial staff for driving purposes.

The District may hire a substitute to perform the regular custodial duties of the reassigned custodian.

The District has the right to require that the reassigned custodian work up to the eight (8) hours of their regular custodial duties as assigned by the Superintendent or designee. Example: If a custodian is reassigned to five (5) hours of bus driving, the District may require him/her to work the remaining three (3) hours of their day to complete the regularly scheduled work shift OR OTHER CUSTODIAL DUTIES AS ASSIGNED.

The reassigned custodian may, at the discretion of the District, also work either an a.m. or p.m. bus route and have that time count as overtime, as long as it meets all overtime requirements. However, no custodian may work both the a.m. and p.m. routes in addition to their entire regularly scheduled custodial job.

#### **Bus Drivers for Field Trips 8.04**

The assignment of bus drivers for educational field trips shall be done on a seniority basis in the following order.

Regular Full-Time Bus Drivers  
Regular Part-Time Bus Drivers  
Substitute Bus Drivers

The Bus Coordinator will post openings or will call drivers as the need occurs. However, once a driver has turned down a particular trip, that driver will not be permitted to "bump" another driver with less seniority who has since signed up for that trip.

Bus drivers for athletic contests or field trips by clubs or organizations, when the compensation for drivers of such trips is not the responsibility of the Board of Education, shall be recommended by the Athletic Director or activity advisor and not be bound by the seniority provision.

Bus drivers who are also teachers will not be excused from regular teaching assignments to drive field trips.

Once a driver is contracted for a route, they may not give that route up to substitute for another regular route unless requested to do so by bus coordinator.

A driver leaving for an athletic or field trip that conflicts with any regular route they drive, will be paid his/her regular hourly rate for the equivalent time it takes for the route missed. The regular route will supersede a field trip if a driver cannot be replaced for his/her route. The remainder of the time of the athletic trip will be paid at the athletic trip rate. The Board will pay the difference in the athletic rate for the time of the normal afternoon route.

Once a driver has agreed to drive an athletic event, for the season, they will be obligated to that event from the first scrimmage to the last tournament game of that season.

Band will be considered an athletic event during the football season. Parades and contests will be on a seniority basis as before.

In the event a driver cannot be found for a particular field trip or athletic event, a rotation system will be used to cover that trip. Rotation will work as follows: The last person on the seniority list will be the first person required to take a trip that is not covered, unless it conflicts with their regular paid job, then the next person with the least amount of seniority will be called. Once a driver has driven an uncovered trip, that driver will not be required to drive again until those above him/her have also taken a not covered trip. If a person cannot drive because of his/her job, in or out of the district, he/she will be the next one called for an uncovered trip.

The seniority list shall be maintained in the Superintendent's office.

## **ARTICLE IX - TERMINATION OF CONTRACT AND FAIR DISMISSAL**

### **Termination of Contract 9.01**

- A. An employee may terminate his/her contract with the Board of Education by submitting a written resignation at the close of any school year and prior to July 10th or at any other time with the consent of the Board of Education.
- B. The Board of Education may terminate an employee's contract for gross inefficiency or immorality; for willful and persistent violation of reasonable regulations and/or policies of the Board of Education, or for other good or just cause.

- C. All proceedings for the termination of an employee's contract by the Board of Education shall be in compliance with Section 3319.081 of the Ohio Revised Code.
- D. An employee who wishes to appeal an order for termination of contract shall have the right to do so under the provisions of Section 3319.081 of the Ohio Revised Code.

**Non-Renewal of Limited Contracts 9.02**

All proceedings for the non-renewal of an employee's limited contract shall be in compliance with Section 3319.083 of the Ohio Revised Code.

The Board of Education and the Employees Association, however, agree that any employee having three years of continuous service under limited contract status with the Cedar Cliff School District shall be accorded due process in that such employee when in receipt of a decision by the Board not to re-employ for the succeeding year, shall, upon written request from the employee (received by the Treasurer within five working days of such notification) be given, in writing, the reason(s) for the non-renewal.

**ARTICLE X - PAY PROCEDURES AND PERIODS**

- A. The payment of classified staff salaries shall be made in the follow manner:
  - 1. All twelve-month employees shall be paid in twenty-six equal pays.
  - 2. Employees may elect to be paid over the period of time worked or be paid in twenty-six equal payments with the approval of the Superintendent and/or Treasurer.
- B. The daily rate of pay shall be determined by the number of hours in the contract day times the employees hourly rate.
- C. Deductions for absences which are not covered by sick leave, emergency leave, or personal leave policy shall be made from the pay following the pay period during which the absence occurred.
- D. Deductions for the School Employees Retirement System will be made equally over the pay periods.
- E. The Treasurer is authorized to make deductions and salary adjustments in accordance with the prescribed duties of the office and upon the proper authorization form.

**ARTICLE XI - CLASSIFIED PERSONNEL SALARY SCHEDULE**

**2013-2014**

**Effective July 1, 2013-June 30, 2014**

<b>Exp</b>	<b>Attn</b>	<b>BusDrvr</b>	<b>Cash/Aid</b>	<b>Cook</b>	<b>Cust- Day</b>	<b>Cust- Nght</b>	<b>HlthCrSpc</b>	<b>Secretary</b>
0	\$9.67	\$13.98	\$10.74	\$10.46	\$11.69	\$12.27	\$14.70	\$12.27
1	\$9.86	\$14.26	\$10.95	\$10.67	\$11.92	\$12.52	\$14.99	\$12.52
2	\$10.06	\$14.54	\$11.17	\$10.88	\$12.16	\$12.77	\$15.29	\$12.77
3	\$10.26	\$14.84	\$11.40	\$11.10	\$12.41	\$13.02	\$15.60	\$13.02
4	\$10.46	\$15.13	\$11.63	\$11.32	\$12.65	\$13.28	\$15.91	\$13.28
5	\$10.67	\$15.44	\$11.86	\$11.55	\$12.91	\$13.55	\$16.23	\$13.55
6	\$10.89	\$15.74	\$12.09	\$11.78	\$13.16	\$13.82	\$16.55	\$13.82
7	\$11.10	\$16.06	\$12.34	\$12.02	\$13.43	\$14.09	\$16.89	\$14.09
8	\$11.33	\$16.38	\$12.58	\$12.26	\$13.70	\$14.38	\$17.22	\$14.38
9	\$11.55	\$16.71	\$12.84	\$12.50	\$13.97	\$14.66	\$17.57	\$14.66
10	\$11.78	\$17.04	\$13.09	\$12.75	\$14.25	\$14.96	\$17.92	\$14.96
11	\$12.02	\$17.38	\$13.35	\$13.01	\$14.54	\$15.26	\$18.28	\$15.26
12	\$12.26	\$17.73	\$13.62	\$13.27	\$14.83	\$15.56	\$18.64	\$15.56
13	\$12.50	\$18.08	\$13.89	\$13.53	\$15.12	\$15.87	\$19.02	\$15.87
14	\$12.75	\$18.45	\$14.17	\$13.80	\$15.42	\$16.19	\$19.40	\$16.19
15	\$13.01	\$18.82	\$14.45	\$14.08	\$15.73	\$16.51	\$19.78	\$16.51
16	\$13.19	\$19.08	\$14.66	\$14.27	\$15.95	\$16.74	\$20.06	\$16.74
17	\$13.38	\$19.35	\$14.86	\$14.47	\$16.18	\$16.98	\$20.34	\$16.98
18	\$13.56	\$19.62	\$15.07	\$14.68	\$16.40	\$17.22	\$20.63	\$17.22
19	\$13.75	\$19.89	\$15.28	\$14.88	\$16.63	\$17.46	\$20.92	\$17.46
20	\$13.95	\$20.17	\$15.50	\$15.09	\$16.87	\$17.70	\$21.21	\$17.70
21	\$14.14	\$20.45	\$15.71	\$15.30	\$17.10	\$17.95	\$21.51	\$17.95
22	\$14.34	\$20.74	\$15.93	\$15.52	\$17.34	\$18.20	\$21.81	\$18.20
23	\$14.54	\$21.03	\$16.16	\$15.73	\$17.58	\$18.46	\$22.11	\$18.46
24	\$14.74	\$21.32	\$16.38	\$15.95	\$17.83	\$18.71	\$22.42	\$18.71
25	\$14.95	\$21.62	\$16.61	\$16.18	\$18.08	\$18.98	\$22.74	\$18.98
26	\$15.16	\$21.92	\$16.84	\$16.40	\$18.33	\$19.24	\$23.05	\$19.24
27	\$15.37	\$22.23	\$17.08	\$16.63	\$18.59	\$19.51	\$23.38	\$19.51

\* For the year 2013-2014:

Each member will receive an off-the-base 2.5% salary increase with years of service credit to be dispersed over 26 equal pay periods as reflected on the Classified Personnel Salary Schedule in Article XI of this negotiated agreement, effective July 1, 2013

**Custodians**

Night classification is for custodians whose regular assignment begins after 2:00 p.m. There is also a 25 cents per hour bonus to the night custodian who is the last custodian to leave and secure the building on his/her normal shift.

**Bus Drivers**

- a) Fifteen (15) minutes per day shall be allotted for pre-tripping, servicing and cleaning of buses for the a.m. route and fifteen (15) minutes per day for the same items for the p.m. route. This time will not be rounded and will be paid for all leave days and holidays.
- b) Total hours per day shall be rounded to the nearest 1/4 hour for route time only.
- c) Drivers for field trips shall be paid at Exp. 0 level for bus drivers.
- d) Drivers will be paid a minimum of one hour for any trip in which the wait time is more than 30 minutes after their previously scheduled trip or 30 minutes before their next scheduled trip.

**Higher Education Incentive**

Any classified staff employee listed in the above salary schedule categories, who attains (or possesses) a degree from a 4-year accredited institution will be paid a 2% increase in their hourly wage. Any member who attains (or possesses) a 2-year degree from an accredited institution shall be paid a 1% increase in their hourly wage.

Staff members are required to notify the treasurer's office by August 31, of 2013, and August 1, beginning in 2014 if they have attained degree status. Notification will include written requests and copies of official transcripts verifying graduation.

**ARTICLE XI - CLASSIFIED PERSONNEL SALARY SCHEDULE**  
**2014-2015**  
**Effective July 1, 2014-June 30, 2015**

Exp	Attnd	BusDrvr	Cash/Aid	Cook	Cust- Day	Cust- Nght	HlthCrSpc	Secretary
0	\$9.86	\$14.26	\$10.95	\$10.67	\$11.92	\$12.52	\$14.99	\$12.52
1	\$10.06	\$14.54	\$11.17	\$10.88	\$12.16	\$12.77	\$15.29	\$12.77
2	\$10.26	\$14.84	\$11.40	\$11.10	\$12.41	\$13.02	\$15.60	\$13.02
3	\$10.46	\$15.13	\$11.63	\$11.32	\$12.65	\$13.28	\$15.91	\$13.28
4	\$10.67	\$15.44	\$11.86	\$11.55	\$12.91	\$13.55	\$16.23	\$13.55
5	\$10.89	\$15.74	\$12.09	\$11.78	\$13.16	\$13.82	\$16.55	\$13.82
6	\$11.10	\$16.06	\$12.34	\$12.02	\$13.43	\$14.09	\$16.89	\$14.09
7	\$11.33	\$16.38	\$12.58	\$12.26	\$13.70	\$14.38	\$17.22	\$14.38
8	\$11.55	\$16.71	\$12.84	\$12.50	\$13.97	\$14.66	\$17.57	\$14.66
9	\$11.78	\$17.04	\$13.09	\$12.75	\$14.25	\$14.96	\$17.92	\$14.96
10	\$12.02	\$17.38	\$13.35	\$13.01	\$14.54	\$15.26	\$18.28	\$15.26
11	\$12.26	\$17.73	\$13.62	\$13.27	\$14.83	\$15.56	\$18.64	\$15.56
12	\$12.50	\$18.08	\$13.89	\$13.53	\$15.12	\$15.87	\$19.02	\$15.87
13	\$12.75	\$18.45	\$14.17	\$13.80	\$15.42	\$16.19	\$19.40	\$16.19
14	\$13.01	\$18.82	\$14.45	\$14.08	\$15.73	\$16.51	\$19.78	\$16.51
15	\$13.27	\$19.19	\$14.74	\$14.36	\$16.05	\$16.84	\$20.18	\$16.84
16	\$13.46	\$19.46	\$14.95	\$14.56	\$16.27	\$17.08	\$20.46	\$17.08
17	\$13.64	\$19.73	\$15.16	\$14.76	\$16.50	\$17.32	\$20.75	\$17.32
18	\$13.83	\$20.01	\$15.37	\$14.97	\$16.73	\$17.56	\$21.04	\$17.56
19	\$14.03	\$20.29	\$15.59	\$15.18	\$16.97	\$17.81	\$21.33	\$17.81
20	\$14.22	\$20.57	\$15.81	\$15.39	\$17.20	\$18.06	\$21.63	\$18.06
21	\$14.42	\$20.86	\$16.03	\$15.61	\$17.44	\$18.31	\$21.94	\$18.31
22	\$14.63	\$21.15	\$16.25	\$15.83	\$17.69	\$18.57	\$22.24	\$18.57
23	\$14.83	\$21.45	\$16.48	\$16.05	\$17.94	\$18.83	\$22.55	\$18.83
24	\$15.04	\$21.75	\$16.71	\$16.27	\$18.19	\$19.09	\$22.87	\$19.09
25	\$15.25	\$22.05	\$16.94	\$16.50	\$18.44	\$19.36	\$23.19	\$19.36
26	\$15.46	\$22.36	\$17.18	\$16.73	\$18.70	\$19.63	\$23.51	\$19.63
27	\$15.68	\$22.68	\$17.42	\$16.97	\$18.96	\$19.90	\$23.84	\$19.90

**Custodians**

Night classification is for custodians whose regular assignment begins after 2:00 p.m. There is also a 25 cents per hour bonus to the night custodian who is the last custodian to leave and secure the building on his/her normal shift.

**Bus Drivers**

- a) Fifteen (15) minutes per day shall be allotted for pre-tripping, servicing and cleaning of buses for the a.m. route and fifteen (15) minutes per day for the same items for the p.m. route. This time will not be rounded and will be paid for all leave days and holidays.
- b) Total hours per day shall be rounded to the nearest 1/4 hour for route time only.

- c) Drivers for field trips shall be paid at Exp. 0 level for bus drivers.
- d) Drivers will be paid a minimum of one hour for any trip in which the wait time is more than 30 minutes after their previously scheduled trip or 30 minutes before their next scheduled trip.

**Higher Education Incentive**

Any classified staff employee listed in the above salary schedule categories, who attains (or possesses) a degree from a 4-year accredited institution will be paid a 2% increase in their hourly wage. Any member who attains (or possesses) a 2-year degree from an accredited institution shall be paid a 1% increase in their hourly wage.

Staff members are required to notify the treasurer's office by August 31, of 2013, and August 1, beginning in 2014 if they have attained degree status. Notification will include written requests and copies of official transcripts verifying graduation.

**ARTICLE XI - CLASSIFIED PERSONNEL SALARY SCHEDULE**  
**2015-2016**  
**Effective July 1, 2015-June 30, 2016**

Exp	Attnd	BusDrvr	Cash/Aid	Cook	Cust- Day	Cust- Nght	HlthCrSpc	Secretary
0	\$9.98	\$14.44	\$11.09	\$10.80	\$12.07	\$12.68	\$15.18	\$12.68
1	\$10.18	\$14.73	\$11.31	\$11.02	\$12.31	\$12.93	\$15.48	\$12.93
2	\$10.38	\$15.02	\$11.53	\$11.24	\$12.56	\$13.19	\$15.79	\$13.19
3	\$10.59	\$15.32	\$11.77	\$11.46	\$12.81	\$13.45	\$16.11	\$13.45
4	\$10.80	\$15.63	\$12.00	\$11.69	\$13.06	\$13.72	\$16.43	\$13.72
5	\$11.02	\$15.94	\$12.24	\$11.93	\$13.33	\$14.00	\$16.76	\$14.00
6	\$11.24	\$16.26	\$12.49	\$12.17	\$13.59	\$14.28	\$17.09	\$14.28
7	\$11.46	\$16.59	\$12.74	\$12.41	\$13.86	\$14.56	\$17.43	\$14.56
8	\$11.69	\$16.92	\$12.99	\$12.66	\$14.14	\$14.85	\$17.78	\$14.85
9	\$11.92	\$17.26	\$13.25	\$12.91	\$14.42	\$15.15	\$18.14	\$15.15
10	\$12.16	\$17.60	\$13.51	\$13.17	\$14.71	\$15.45	\$18.50	\$15.45
11	\$12.41	\$17.95	\$13.79	\$13.43	\$15.01	\$15.76	\$18.87	\$15.76
12	\$12.65	\$18.31	\$14.06	\$13.70	\$15.31	\$16.08	\$19.25	\$16.08
13	\$12.91	\$18.68	\$14.34	\$13.98	\$15.61	\$16.40	\$19.63	\$16.40
14	\$13.17	\$19.05	\$14.63	\$14.25	\$15.92	\$16.73	\$20.03	\$16.73
15	\$13.43	\$19.43	\$14.92	\$14.54	\$16.24	\$17.06	\$20.43	\$17.06
16	\$13.62	\$19.70	\$15.13	\$14.74	\$16.47	\$17.30	\$20.71	\$17.30
17	\$13.81	\$19.98	\$15.34	\$14.95	\$16.70	\$17.54	\$21.00	\$17.54
18	\$14.00	\$20.26	\$15.56	\$15.16	\$16.94	\$17.79	\$21.30	\$17.79
19	\$14.20	\$20.54	\$15.77	\$15.37	\$17.17	\$18.04	\$21.59	\$18.04
20	\$14.40	\$20.83	\$16.00	\$15.59	\$17.41	\$18.29	\$21.90	\$18.29
21	\$14.60	\$21.12	\$16.22	\$15.80	\$17.66	\$18.55	\$22.20	\$18.55
22	\$14.80	\$21.42	\$16.45	\$16.03	\$17.90	\$18.80	\$22.51	\$18.80
23	\$15.01	\$21.72	\$16.68	\$16.25	\$18.15	\$19.07	\$22.83	\$19.07
24	\$15.22	\$22.02	\$16.91	\$16.48	\$18.41	\$19.33	\$23.15	\$19.33
25	\$15.43	\$22.33	\$17.15	\$16.71	\$18.67	\$19.61	\$23.47	\$19.61
26	\$15.65	\$22.64	\$17.39	\$16.94	\$18.93	\$19.88	\$23.80	\$19.88
27	\$15.87	\$22.96	\$17.63	\$17.18	\$19.19	\$20.16	\$24.14	\$20.16

**Custodians**

Night classification is for custodians whose regular assignment begins after 2:00 p.m. There is also a 25 cents per hour bonus to the night custodian who is the last custodian to leave and secure the building on his/her normal shift.

**Bus Drivers**

a) Fifteen (15) minutes per day shall be allotted for pre-tripping, servicing and cleaning of buses for the a.m. route and fifteen (15) minutes per day for the same items for the p.m. route. This time will not be rounded and will be paid for all leave days and holidays.

- b) Total hours per day shall be rounded to the nearest 1/4 hour for route time only.
- c) Drivers for field trips shall be paid at Exp. 0 level for bus drivers.
- d) Drivers will be paid a minimum of one hour for any trip in which the wait time is more than 30 minutes after their previously scheduled trip or 30 minutes before their next scheduled trip.

#### **Higher Education Incentive**

Any classified staff employee listed in the above salary schedule categories, who attains (or possesses) a degree from a 4-year accredited institution will be paid a 2% increase in their hourly wage. Any member who attains (or possesses) a 2-year degree from an accredited institution shall be paid a 1% increase in their hourly wage.

Staff members are required to notify the treasurer's office by August 31, of 2013, and August 1, beginning in 2014 if they have attained degree status. Notification will include written requests and copies of official transcripts verifying graduation.

#### **Bus Drivers CDL License 11.01**

##### **A. CDL License/Tests (Commercial Driver's License for Bus Drivers)**

The Board will pay up to \$140 for a Cedar Cliff bus driver to get their CDL which includes permit, skills test and bus license. The cost of renewal of regular drivers license will be borne by the bus driver and is not included as part of the \$140 maximum. In addition, the Board will reimburse the cost of the periodic renewal of The CDL less the cost of the regular operator's renewal cost while the driver is in the active employment of the district.

##### **B. Bus Drivers Getting Buses Ready Before School Starts (Cleaning)**

Prior to opening of school, bus drivers will clean their buses at a rate of the hourly Day Custodian rate at 0 years experience. This cleaning would not exceed 5 hours per bus. The Board reserves the right to have a representative of the Board check the bus as being cleaned properly.

##### **C. Bus Drivers Paid For Washing Buses During the School Year as Necessary**

Bus drivers will wash their buses with pay during the school year. The rate of pay will be the hourly Day Custodian rate at 0 years experience not to exceed three (3) hours per wash or total of fifteen (15) hours per school year. The Board reserves the right to have other district employees wash buses during the school year.

**Vacations 11.02**

Classified ~~full-time~~ employees, (those who work ~~6-hours-a-day~~ for on a 12-month calendar year) shall earn paid vacation leave as follows:

<u>Years Served in District</u>	<u>Number of vacation</u>	<u>When Taken</u>
	<u>weeks earned</u>	
1	1	Year after earned in the summer
2-9	2	Year after earned in the summer*
10-19	3	Year after earned in the summer*
20-	4	Year after earned in the summer*

\* = Up to 5 days of accumulated vacation days may be taken during the school year with at least two weeks' notice and approval by Superintendent.

The Superintendent following a written request as to when a vacation can be taken after an employee has served two years may make exceptions.

Vacations will be scheduled with the Superintendent so there will be adequate coverage for the building during the summer months. Vacation leave shall be used in a minimum of ½ day increments.

A maximum of 5 unused vacation days accrued in any one year will be carried over to the following school year. No employee will be permitted to accumulate more than 5 weeks' vacation any year as a result of this provision.

**Holidays 11.03**

All 9 to 10 month, regular classified school employees, whether salaried or compensated on an hourly or per diem basis, are entitled to the following holidays for which they shall be paid their regular salary or their regular rate of pay: 1) New Year's Day; 2) Martin Luther King Day; 3) Presidents' Day; 4) Memorial Day; 5) Labor Day 6) Thanksgiving Day; 7) the Friday after Thanksgiving; and 8) Christmas Day. All 12 month, regular classified school employees, whether salaried or compensated on an hourly or per diem basis, are entitled to all of the above eight holidays plus Independence Day and two floating days during Christmas vacation for which they shall be paid their regular salary or their regular rate of pay. The days during Christmas vacation are subject to supervisory approval such that adequate building coverage is maintained and these days are not subject to overtime pay for national holidays.

**Job Description 11.04**

**AIDE** - As per adopted job description

**BUS DRIVER** - As per adopted job description

The bus drivers' salaries shall be based upon an hourly rate factor rounded to the nearest quarter hour. Time schedules shall be established prior to the opening of school in the fall.

**CASHIER** - As per adopted job description

**COOK** - As per adopted job description

**CUSTODIAN** - As per adopted job description

The hourly rate for custodians is based upon a forty- (40) hour workweek for fifty-two (52) weeks or a prorated portion thereof to be designated in the contract.

**HEALTH CARE SPECIALIST/STUDENT ATTENDANCE MONITOR**- As per adopted job description

**SECRETARY TO PRINCIPAL** - As per adopted job description

The hourly rate for secretaries serving elementary or high school principals is based upon a workweek of forty (40) clock hours for a period of forty-two weeks.

## **ARTICLE XII - PERSONNEL FILES**

- A. There will be established and maintained one (1) official personnel file for each classified employee of this school district. Such personnel files will be maintained in the office of the Superintendent.
- B. Such personnel files shall be open to inspection upon reasonable request by the employee, member of the Board of Education, administrative personnel related to a situation on a "need to know basis", authorized representatives of the employee, and others as specifically authorized by Ohio law.
- C. Changes in an employee's status of employment or conditions relating thereto shall be made a part of his personnel record.
- D. No material will be placed in an employee's personnel file unless the employee has had an opportunity to review and affix his/her signature to such material. The affixing of the signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written response to such material. The Superintendent will review such a statement and shall affix his/her signature before placing it in the file.

- E. All matters relating to personnel files shall be subject to application of the adopted Grievance Procedure.
- F. Personnel record files may include but not be restricted to some or all of the following:
  - 1) Application for employment including references
  - 2) Copy of latest contract and/or salary notice
  - 3) Record of military service, if any
  - 4) Health records as required
  - 5) Incidents of work
  - 6) Evaluation forms

### ARTICLE XIII - SICK LEAVE

- A. Each classified staff member shall be entitled to fifteen (15) days of sick leave with Pay for each year of employment, to be credited at the rate of one and one-fourth day per month.
- B. Sick leave may be used for absences due to:
  - 1) Personal illness, pregnancy, or injury
  - 2) Exposure to contagious diseases which could be communicated to other employees and children
  - 3) Illness, injury, or death in the immediate family.  
Immediate family is defined to mean: Spouse, Father, Mother, Sister, Brother, Child, Grandparents, Grandchild, Parents-in-law, stepparents, step children, guardian, or any relative living in the household of the employee.
  - 4) Death of a relative or friend of the family (not mentioned in #3 above) for a period of up to two working days if going out of the State of Ohio and one working day if in the State of Ohio.
- C. Unused sick leave shall be cumulative up to 240 days.
- D. The Superintendent may require an employee to furnish a written-signed statement to the effect that the absence was due to one of the foregoing conditions. (O.R.C. 3319.141)
- E. Sick leave provisions shall include absence due to maternity reasons.
- F. An employee who becomes pregnant shall take either sick leave or a leave of absence at a time set by her physician. Notification of the date of commencing such leave shall be given to the Superintendent (in writing) at the earliest possible date. Employees returning to duty from sick leave shall be permitted to do so

upon the written advise of their physician.

- G. An employee who has accumulated unused sick leave in another school system in the State of Ohio may have such days credited to his/her sick leave record upon presenting a properly certified record of these days.
- H. The Treasurer of the Board of Education shall print on each paycheck the number of unused sick leave hours.
- I. An employee may request in writing and receive from the Treasurer a report of accumulated and used sick leave hours.
- J. Sick Leave may be taken in units of not less than 2 hours with quarter hour increments thereafter except for bus drivers who may take sick leave in increments equal to their route times including pre or post trip time as is appropriate. All sick leave usage will be rounded up to the next quarter hour, i.e., 2 hours and 3 minutes rounds up to 2.25 hours.
- K. At the end of July of each completed school year, a classified employee shall be paid a bonus for sick leave or personal leave according to the following procedure:

Length of shift	No hours used	One day used	Two days used
8 hours	\$300	\$230	\$150
6 hours	\$225	\$173	\$113
4 hours	\$150	\$115	\$ 75
0-2 hours	\$ 75	\$ 58	\$ 38

If an employee's hours fall between hours in scale, anything 50% or over would be rounded up to the next hour, less than 50% would be rounded down to the next hour. (Example: 7 hours rounds up to 8 hours, 6.95 hours rounds down to 6 hours).

If the total days missed at the end of the year includes a partial-day, this will be rounded up for this procedure.

Dual employee's hours (i.e., those with two different jobs) will be considered separately for this procedure. But in no case will the bonus exceed that which would be earned at the eight-hour rate due to rounding.

## ARTICLE XIV - PERSONAL LEAVE POLICY

Each classified employee of the Cedar Cliff Local School District may be granted three (3) days of personal leave per school year (upon request) without loss of compensation if the following conditions are met.

- A. Requests for such personal leave shall be made to the local Superintendent at least three (3) days prior to the leave (in case of emergency this rule may be waived by the local Superintendent.)
- B. Requests for personal leave should not be requested in the two week period following the beginning of school or in the three week period before the ending of school except for bus drivers. Bus drivers may not take personal leave beginning with the third Monday in April until the end of the school year. (In case of emergency this rule may be waived by the local Superintendent.)
- C. Requests for personal leave should not be requested for the day before or the day after a scheduled holiday or vacation day. (In case of emergency this rule may be waived by the local Superintendent.)
- D. Request for personal leave should not be requested for the purpose of fulfilling another contracted obligation or service for which the employee would receive compensation.
- E. Not more than ten (10) percent of the classified staff may be absent under this policy at the same time.
- F. Personal leave days are non-accumulative from one year to the next.
- G. Personal leave may be granted for the following reasons:
  - 1) Family situations (Baptisms, Weddings, Graduations, etc.)
  - 2) Illness or death not covered by sick leave
  - 3) School visitations
  - 4) Legal matters
  - 5) Religious Holidays
  - 6) Registration for college courses and related activities
  - 7) Personal matters that cannot be handled except during school hours.
- H. Personal leave may be granted in situations not covered in the list of Item 7 by discussion and resolution between the Superintendent and the employee involved in the request.

- I. If additional personal leave days are needed beyond the allotted three (3) days, a deduction from the employee's salary shall be made on a per diem basis.
- J. Personal leave may be taken in units of not less than 2 hours with quarter hour increments thereafter, except for bus drivers who may take sick leave in increments equal to their route times including pre or post trip time as is appropriate. All personal leave usage will be rounded up to the nearest quarter hour, i.e., 2 hours & 3 minutes rounds up to 2.25 hours.
- K. Unused personal days will be rolled over to sick leave at the end of the school year at a rate of .5 to 1 ratio. (i.e., if an employee has 2 personal days, he/she will be granted 1 sick day).

#### ARTICLE XV - EMERGENCY LEAVE

- A. Each classified staff member of the Cedar Cliff Local Board of Education may be granted emergency leave without loss of pay, when such leave is recommended by the Superintendent and approved by the Board of Education.
  - 1) Military Duty - An employee who is a member of the Ohio organized militia or members of other reserve components of the armed forces of the United States, including the Ohio national guard, is entitled to leave of absence without loss of pay for the time performing service in the uniformed services, for periods of up to one (1) month for each calendar year in which the employee is performing service in the uniformed services. A calendar year means January 1 through December 31, and a month means 22 eight-hour days or 176 hours within one calendar year.

If an employee is called or ordered to duty for longer than a month, because of an executive order issued by the President of the United States, because of an Act of Congress, or because of an order to perform duty issued by the Governor of the State of Ohio, the employee is entitled to a leave of absence, and to be paid, during each monthly pay period of that leave of absence, the lesser of the following:

- a. The difference between the employee's gross monthly wage or salary with the School District and the sum of the employee's gross uniformed pay and allowances received that month; or
- b. Five hundred dollars.

In order to be entitled to such leave of absence and pay, the employee will submit to the Treasurer the order authorizing the call or order to the uniformed services, or a written

statement from the appropriate military commander authorizing that service. Emergency leave shall be used for, but not limited to the following.

- 2) Compulsory Leave-In all cases where classified staff personnel are subpoenaed or summoned to appear in any court or cases in which they are not parties, such personnel shall be paid the difference between the witness fee and the regular salary for the period of absence.
  - 3) Other - The Superintendent, at his discretion, may authorize absence for other justifiable emergency reasons. However, payment (in full or in part) shall be at the discretion of the Board of Education.
- B. Requests for emergency leave should be submitted in writing on forms provided as soon as possible after the staff member becomes aware that Emergency Leave is necessary.

#### ARTICLE XVI - LEAVES OF ABSENCE

A leave of absence is interpreted to mean a period of absence from duty for which written request has been made and formal approval granted by the Board of Education.

An extended leave of absence is interpreted to mean an absence of at least one full school year for which a written request has been made and formal approval granted by the Board of Education.

Upon written request by an employee, the Board of Education shall grant a leave of absence for not more than two consecutive school years where illness or other disability is the reason for the request.

- A. An employee of the Board of Education may be granted a leave of absence for the following reasons:
- 1) Personal illness
  - 2) Disability
  - 3) Maternity and parenting
  - 4) Enlistment in the armed forces of the United States
  - 5) Educational studies or professional purposes
  - 6) To serve in a state or national office
- B. All leaves of absence are without pay.
- C. Leaves of absence for any purpose shall not extend for a period of time longer than one school year. A leave of absence requested after the school year has begun shall be for no longer than the remainder of the current school year. At the end of the

first leave of absence, one additional leave of absence may be requested, except that no leave of absence shall extend beyond the limit of an individual's contract term.

- D. Leaves of absence shall be available only to those employees who have completed four (4) years of service in the Cedar Cliff Local School District.

### Exceptions

Any employee who leaves a position in the Cedar Cliff Local School System to serve in the armed forces, or auxiliary thereof, organized to serve during a period of war declared by the Congress and/or national emergency, upon being honorably discharged from such service shall resume the contract status held prior to entering military service subject to passing satisfactorily a physical examination. Such contract status shall be resumed at the first of the school semester or the beginning of the next school year following return from the armed forces. The term "armed forces" shall be that as defined in Section 468.16 of the General Code.

## **ARTICLE XVII - EMPLOYEE ATTENDANCE AT PROFESSIONAL MEETINGS**

- A. Pursuant to the provisions of Section 3313.20, Ohio Revised Code, an employee of the Cedar Cliff Local Board of Education may receive compensation and expenses (in full or in part) for days on which he is excused by the Superintendent or his designated representative, for the purpose of attending professional meetings, conferences, workshops, and seminars at the local, state and national levels which are designed for the improvement of instruction or management of the school district and for other travel necessary for the conduct of official school district business in accordance with the following stipulations:
- 1) Approval must be obtained in writing from the Superintendent or his designate prior to travel and/or attendance at a meeting, on forms provided by the Superintendent's office.
  - 2) Reimbursement will be paid (in full or in part) for the necessary and reasonable expenses of:
    - a. Use of privately owned automobile at the current IRS mileage rate.
    - b. Common Carrier fare which is supported by receipts
    - c. Meals on a per diem basis that shall coincide with the rate of reimbursement currently in effect for State of Ohio Employees not on overnight lodging. (currently actual and necessary expenses)
    - d. Lodging which is supported by receipts

- e. Miscellaneous expenses such as taxi and ferry fares; bridge, highway and tunnel tolls; baggage storage; telephone calls; conference registration and meals and other expenses necessary to the conduct of official school district business which are supported by receipts.
- B. All claims for reimbursement of expenses must be submitted in writing for approval to the Superintendent or his designee on forms provided by the Superintendent's office.
- C. Requests, to attend professional meetings, conferences, workshops, and seminars held outside the State of Ohio must be approved by Board of Education resolution.
- D. Approval of reimbursement and compensation for employee attendance at professional meetings shall be granted only when sufficient unencumbered funds are available in the proper Appropriations Account.

## ARTICLE XVIII - WORKER'S COMPENSATION, GROUP INSURANCE BENEFITS, AND RETIREMENT

### Worker's Compensation 18.01

All employees of the Board of Education are protected under the State Worker's Compensation Act of Ohio in case of injury or death incurred in the course of and arising out of their employment. The attending physician must file an employee's application for this compensation within 30 days of the injury.

### Group Insurance Plans 18.02

All employees of the Board of Education shall have the right and shall be encouraged to organize so as to receive the maximum benefits from Group Insurance and Hospitalization plans. Membership in such groups shall be on a voluntary basis. The Treasurer of the Board shall have the authority to make the necessary deductions from the paychecks to cover the costs of such programs upon receipt of the proper authorization form.

#### **A. Hospitalization Insurance Program** (see appendix A for Insurance Program)

- 1) Each full-time teacher (one who works six hours per day or more) shall, if he/she elects to participate, have up to **\$378** per month for the single rate of a hospitalization program paid for by Board funds. Beginning 2013-2014, the Board shall pay **\$656.00** per month toward the employee + kids rate. The Board shall pay **\$1,030.00** per month toward the family rate. **In the second and third years of this agreement, the Board's share of the monthly premium will increase by one-half (1/2)**

**of each year's premium increase, and the teacher will pay the other half of such premium increases.**

**2) The Board will make available to employees group health insurance plans to include both a PPO plan and a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). The group insurance plans, the details of which are attached as Appendix K, will be subject to the other terms of this Agreement and insurance carrier regulations.**

**3) The Board will make a one-time contribution to the HSA of an employee who enrolls in the HDHP of \$500 for single coverage, and \$1,000 for employee + kids or family coverage. Such one-time contribution will be made in January following the employee's enrollment in the HDHP.**

4) Each employee working an average of at least three hours per day but not an average of six hours per day shall, if he/she elects to participate, have fifty percent (50%) of a hospitalization program paid for by Board of Education funds.

5) No hospitalization coverage will be provided for employees who work less than an average of three hours per day in the employ of this school district.

6) The Board of Education shall select the company to provide the insurance. The Board will select a managed health care provider with point of service coverage.

7) The Treasurer of the Board of Education shall have the authority to make the necessary deductions from the paycheck to cover the cost of the family plan if a staff member requests such deductions on the prescribed form.

#### **B. Dental Insurance**

1) The Board of Education will provide a dental plan for full time classified employees on the same basis as entitled in A. above. The Board will pay 90% of the cost of a single or family plan. However, employees who work less than 3 hrs. per day will be permitted to purchase Dental Insurance at their own expense.

2) The Board reserves the right to select the carrier and any coverage selected shall be equal to or greater than the original coverage effective as of July 1, 1985.

#### **C. Vision Insurance**

The Board shall pay 80% of the cost of the single or family plan for the Vision insurance plan for all full-time employees if they elect to participate. However, employees who work less than 3 hours per day will

be permitted to purchase Vision Insurance at their own expense.

#### **D. Group Life Insurance Program**

- 1) Each classified employee of the Cedar Cliff Local School District shall have paid on his/her behalf from Board of Education funds the premium of the following Group Life Insurance Policy.
- 2) Each member of the classified staff whose gross base salary is in excess of five thousand (\$5,000) per contract year shall receive group life insurance coverage, paid for by Board of Education funds, equal to his/her contract base salary in effect as of September 1, of the school year rounded to the next thousand dollars. (Example: If an employee's gross base contracted salary on September 1, is computed to be \$11,500, that employee would have the premium for \$12,000 group life insurance paid for by the Board of Education funds.) The maximum amount of group life insurance coverage of any employee under this program shall be \$50,000.
- 3) An employee (part-time) who works at least an average of four hours per day but does not receive an annual gross salary of five thousand dollars (\$5,000) shall receive group life insurance policy coverage for five thousand dollars (\$5,000).
- 4) The Board of Education shall select the company to provide the insurance. Coverage, in addition to the amount paid for by Board of Education funds, may be purchased by the employee at the rate determined by the insurance company.

#### **E. State Retirement System**

- 1) It is mandatory that all school employees of the Board of Education be members of the School Employees Retirement System and shall be entitled to all benefits derived from such membership.
- 2) The Board of Education retires employees who reach the age of Seventy (70) before school opens in the fall. Exceptions to this policy may be made by the Board of Education when it appears to be in the best interest of the educational program.
- 3) School Employees Retirement System Pick-up  
The Board of Education will participate in the School Employees Retirement System, which allows retirement contributions to be taxed on a deferred income basis.

## ARTICLE XIX - WORK SCHEDULE

The daily work schedule of all classified personnel shall be based upon the job description accompanying the classified personnel salary schedule. The number of hours shall be included in the written contract or salary notification of each employee. Except for bus drivers and aides assigned to bus routes, employees whose hours are reduced will be given 45-days notice. This does not apply to positions that are eliminated by the Reduction in Work Force clause (Article XXII) of the contract nor does it apply to employees who are removed from their position under section 9.01 Termination of Contract.

A 30-minute paid lunch will be provided to those employees who work 6 or more consecutive hours per day.

### Calamity Days (19.01)

On days when school is dismissed under Section 3313.48 and 3317.01 (Calamities, acts of God, and hazardous road conditions) the following schedule of work shall be maintained:

- A. Those employees who perform services directly to students (Group A - bus drivers, cafeteria workers, nurse, health care specialist, and aides) may not be required to report to work unless specifically informed by the Superintendent to do so. Compensation shall be in compliance with Section 3313.48 and 3317.01 of the Ohio Revised Code.
- B. Those employees who perform services which are not rendered directly to students (Group B - i.e. secretaries, maintenance personnel, network administrator/technology assistant and custodians) shall be required to report to work as soon as conditions permit. Employees in this category shall be responsible for contacting their immediate superior for the adjusted work schedule.
- C. The Superintendent shall have the authority to decide when those employees in group "B" above shall not be required to report to work and he/she (the Superintendent or his/her designee) shall be responsible for informing the employee of the "No Work" schedule.
- D. Classified staff employees shall not be required to report to work in the event of a "level III" snow emergency issued by the local sheriff's department. This includes an emergency issued in Greene county and/or the county of residence of the classified employee.

Additionally, if those employees who are required to report to work are experiencing difficulty arriving due to the inclement weather, they should notify their immediate supervisor (secretaries/building principal, custodians/director of

maintenance, technology assistants/technology coordinator, central office staff/central office administration) within 45-minutes of their scheduled arrival time the day of the inclement weather (i.e. a 7:00 am arrival time should be precipitated with a call to the supervisor by 6:15 am).

#### **ARTICLE XX - SEVERANCE PAY**

- A. A member of the classified staff having served as an employee of the Cedar Cliff Local Board of Education for a period of ten (10) school years may elect, at the time of retirement or resignation from employment in the Cedar Cliff Local School District, and with this Board of Education, to be paid in cash one-fourth (1/4) of the value of his/her accrued sick leave.
- B. The maximum amount of sick leave to be used for severance pay purposes shall not exceed one-fourth (1/4) of two hundred eight (208) days.
- C. Such payment shall be based on the employee's per diem rate of pay at the time of retirement or resignation.
- D. Severance pay in lieu of sick leave under this policy shall eliminate all sick leave credit.
- E. Severance pay shall be made upon the request of the retiree (or leaving employee) but within ninety (90) days following the last day of service with the Board of Education.
- F. When all of the criteria in A above have been met and an employee becomes deceased, payment to the estate shall be made upon resolution of the Board of Education.

#### **ARTICLE XXI - ASSAULT LEAVE**

Assault leave (at no loss of pay) will be available to all employees of the Cedar Cliff Local School District subject to the following provisions:

- A. The employee must be unable to physically perform his/her contracted duties because of injury or illness caused by an assault on said employee while he/she was performing his/her contracted duties with the Cedar Cliff Local Board of Education.
- B. A request for assault leave shall be made on the appropriate form which shall include the following information:
  - 1) The nature of the injury
  - 2) The date, time, and place of the occurrence
  - 3) Identification of the individual or individuals causing the assault (if known)

- 4) Facts and circumstances surrounding the assault
  - 5) A certificate from a licensed physician describing the nature of the disability and its probable duration.
- C. The form shall be returned to the Superintendent as soon after the occurrence as is possible and practical.
  - D. The Superintendent shall be responsible for determining the eligibility for assault leave. Such determination shall be based upon the information evidenced by the request form.
  - E. Assault leave will be limited to a maximum of 15 working days per school year and not chargeable to sick leave.
  - F. If upon the exhaustion of the allowed assault leave days, the employee is unable to perform his/her contracted duties he/she may apply for sick leave, worker's compensation (if eligible), leave of absence, or disability retirement.
  - G. Assault leave days are non-accumulative from one school year to the next.

#### **ARTICLE XXII - REDUCTION IN THE CLASSIFIED WORK FORCE**

- A. If it becomes necessary to reduce the classified work force for any reason, the Board of Education shall proceed with such reductions in the following manner:
  - 1) Contracts of employees serving under limited contracts shall be suspended first.
  - 2) Contracts of employees serving under continuing contracts shall be suspended second.
  - 3) All contracts shall be suspended on a least seniority basis except those employees holding continuing contracts. Continuing contract employees may have their contracts suspended only after all others so effected have been suspended.
  - 4) Bumping rights shall accrue to all employees on a seniority basis within their respective contract status groups, but in no event shall a non-tenured employee exercise bumping rights over an employee on continuing contract status. The right to bump shall be limited to one's areas of current assignment, and no assignment shall be claimed outside one's area(s) of qualification.
  - 5) If a reduction in the classified staff requires the suspension of contracts for

tenured employees then the contract of the employee with the least number of years of service with the school district shall be suspended first.

- 6) Employees whose contracts have been suspended because of reduction in the work force shall be recalled for re-employment as vacancies occur in positions for which they are qualified. Such recall requests shall be extended to personnel in the reverse order of the suspension order above.
  - 7) An employee whose contract has been suspended under the provisions of this policy and who is offered re-employment must accept the contract offer within ten working days of the written notification of the employment offer. If the employee rejects the contract offer, the employee's name shall be dropped from the recall list.
  - 8) Employees whose contracts have been suspended because of a reduction in the work force and who wish to be recalled when positions become vacant shall keep their address and telephone number current with the Treasurer of the Board of Education.
- B. Seniority shall be defined as the continuous length of service of employment with the Cedar Cliff Local School District and shall include the following:
- 1) Initial employment shall be determined as the date the Board of Education, by resolution, offered the contract of employment.
  - 2) Employees who have their employment interrupted by required services in the military service of this country shall continue to accrue seniority.
  - 3) Employees on leaves of absences shall continue to accrue seniority.
  - 4) Employees on sabbatical leave shall continue to accrue seniority.
  - 5) Employees on recognized disability retirement shall continue to accrue seniority. (Maximum of five (5) years)
  - 6) Employees on suspended contracts under this reduction in force policy shall continue to accrue seniority.
  - 7) Seniority and seniority rights are considered ended when the contract is terminated by either party, through non-renewal and subsequently rehired, resignation, or retirement.

## ARTICLE XXIII - EVALUATION PERFORMANCE

The purpose of the evaluation program in the Cedar Cliff Local Schools shall be to give an opportunity for employees and administrators to objectively evaluate employees' contributions to the local program

### A. Evaluation Schedule

- 1) All new employees - two or more a year if needed.
- 2) All employees on a one-year contract - once a year unless more are needed with a written reason by the Superintendent.
- 3) All employees on a two-year contract - once a year unless more are needed with a written reason by the Superintendent.
- 4) All other employees on a continuing contract - once every third year unless Superintendent feels there is a reason that an evaluation should be made sooner.

If the Superintendent has identified a problem with an employee then a follow-up evaluation can occur within 30-60 working days. (An identified problem would mean informing the employee and the association president of the problem 30 working days prior to the follow-up evaluation.)

## ARTICLE XXIV - SECTION 125 PLAN

Cedar Cliff Local Schools will establish a plan under Section 125 of the IRS code so that employee contributions to the benefit plan can be made on a pre tax basis.

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to all employees. An amount not to exceed fifty percent (50%) of salary may be set aside by the employee for the selection of benefits, under Section 125 of the Internal Revenue Code, which includes non-taxable benefits of all eligible insurance, disability, non-reimbursed medical, and dependent care. Neither the Board nor the employee shall incur any fees for the setup, enrollment, or administrative services provided.

A change in the provider for this plan shall require the Board to give sixty (60) days notice of said change to the Employees Association President.

## ARTICLE XXV - MISCELLANEOUS

Cafeteria workers (cooks, cashier, and cafeteria manager) will be permitted to eat one lunch meal per shift gratis when working. Other items are to be purchased at regular costs.

A classroom aide could have the option of working on inservice days during the school year when mutually agreed upon with his/her building principal. This does not include the scheduled inservice days at the beginning and end of the school year.

The parties agree to mutually schedule one to two labor relations meetings during the school year. The Association can bring up to four members; the Board can also bring up to four members. All Association members must be off the clock during the meeting. Lost time needs to be made up with approval of the member's immediate supervisor.

### Employment of Retired Classified Staff

The following provisions will apply to the rehire of classified who have retired from a qualified retirement system, and expressly supersede all relevant provisions of the Ohio Revised Code, including but not limited to 3317.13, 3319.08, 3319.11, 3319.111.

- A. The board is authorized to fill any bargaining unit vacancy with a retired classified employee subject to the conditions provided below. Retired employee means SERS retirement or another state's retirement system.
- B. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment. Retired employees must apply for each vacancy for which they wish to be considered, and compete with other applicants as a part of the selection process. The Board reserves the right to hire the best qualified candidate.
- C. For the purposes of salary schedule placement, retired employees shall be granted a maximum of five (5) years experience on the appropriate salary columns upon initial employment.
- D. Retired employees will be awarded one-year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal. This provision expressly supersedes Ohio Rev. Code 3319.081 and 3319.083.
- E. Retired employees may be re-employed from year to year under the limitations described in paragraph D with Board approval, but shall not be eligible for continuing contract status. This provision expressly supersedes 3319.081. If re-employed, retired employees shall advance one (1) year on the salary schedule.

- F. Retired employees will not retain or accrue seniority.
- G. Retired employees shall not be eligible for severance pay upon separation from employment. This provision expressly supersedes Ohio Rev. Code 124.39
- H. Retired employees shall be eligible to participate in the District's hospitalization, dental, vision and life insurance programs offered to bargaining unit members.
- I. Retired employees who are rehired will begin employment with zero (0) days of accumulated sick leave, and will accrue and accumulate sick leave in accordance with provisions of the agreement.
- J. Retired employees may be evaluated twice each contract year.

#### **ARTICLE XXVI -CHILDREN OF NON-RESIDENT CLASSIFIED EMPLOYEES**

The Board shall allow children of non-resident regular classified employees to attend the Cedar Cliff Local School District through the Open Enrollment program.



UnitedHealthcare and EPC want to help you take control and make the most of your health care benefits. That's why we provide convenient services to get your health care questions answered quickly and accurately:

- myuhc.com® - Take advantage of easy, time-saving online tools. You can check your eligibility, benefits, claims, claim payments, search for a doctor and hospital and much, much more.
- 24-hour nurse support – A nurse is a phone call away and you have other health resources available 24-hours a day, 7 days a week to provide you with information that can help you make informed decisions. Just call the number on the back of your ID card.
- Customer Care telephone support – Need more help? Call a customer care professional using the toll-free number on the back of your ID card. Get answers to your benefit questions or receive help looking for a doctor or hospital.

The Benefit Summary is intended only to highlight your Benefits and should not be relied upon to fully determine your coverage. If this Benefit Summary conflicts in any way with the Summary Plan Description (SPD), the SPD shall prevail. It is recommended that you review your SPD for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

**PLAN HIGHLIGHTS**

Types of Coverage	Network Benefits	Non-Network Benefits
<b>Annual Deductible</b>		
Individual Deductible	\$200 per year	\$300 per year
Family Deductible	\$400 per year	\$600 per year
• Member Copayments do not accumulate towards the Deductible		
<b>Out-of-Pocket Maximum</b>		
Individual Out-of-Pocket Maximum	\$1100 per year	\$2300 per year
Family Out-of-Pocket Maximum	\$2200 per year	\$4600 per year
• The Out-of-Pocket Maximum includes the Annual Deductible.		
• Member Copayments do not accumulate towards the Out-of-Pocket Maximum		
<b>Benefit Plan Coinsurance – The Amount the Plan Pays</b>		
	80% after Deductible has been met for most services	70% after Deductible has been met for most services
<b>Lifetime Maximum Benefit</b>		
The maximum amount the Plan will pay during the entire period of time you are enrolled under the Plan	Unlimited	Unlimited
<b>Prescription Drug Benefits</b>		
• Prescription drug benefits are shown under separate cover.		
<b>Information on Pre-service Notification</b>		
*Pre-service Notification is required for certain services.		
**Pre-service Notification is required for Equipment in excess of \$1,000 both in and out of network		
<b>Information on Benefit Limits</b>		
• The Annual Deductible, Out-of-Pocket Maximum and Benefit limits are calculated on a calendar year basis.		
• All Benefits are reimbursed based on Eligible Expenses. For a definition of Eligible Expenses, please refer to your Summary Plan Description.		
• When Benefit limits apply, the limit refers to any combination of Network and Non-Network Benefits, unless specifically stated in the Benefit category.		

**BENEFITS**

Types of Coverage	Network Benefits	Non-Network Benefits
<b>Ambulance Services – Emergency and Non-Emergency</b>		
	* 80% after Deductible has been met	* 80% after Network Deductible has been met
<b>Dental Services – Accident Only</b>		
Benefits are limited as follows: \$3,000 maximum per year \$900 maximum per tooth	* 80% after Deductible has been met	* 80% after Network Deductible has been met
<b>Durable Medical Equipment (DME)</b>		
Benefits are limited as follows: Benefits are limited to a single purchase of a type of Durable Medical Equipment (including repair and replacement) every three years.	80% after Deductible has been met	** 50% after Deductible has been met

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BENEFITS		
Types of Coverage	Network Benefits	Non-Network Benefits
<b>Emergency Health Services - Outpatient</b>	100% after you pay a \$150 Copayment per visit. If you are admitted as an inpatient to a Network Hospital directly from the Emergency room, you will not have to pay this Copayment. The Benefits for an Inpatient Stay in a Network Hospital will apply instead.	* 100% after you pay a \$150 Copayment per visit
<b>Home Health Care</b>		
Benefits are limited as follows: 60 visits per year	80% after Deductible has been met	* 70% after Deductible has been met
<b>Hospice Care</b>		
	80% after Deductible has been met	* 70% after Deductible has been met
<b>Hospital - Inpatient Stay</b>		
	100% after you pay a \$250 Copayment per Inpatient Stay	* 70% after Deductible has been met
<b>Lab, X-Ray and Diagnostics - Outpatient</b>		
For Preventive Lab, X-Ray and Diagnostics, refer to the Preventive Care Services category.	80% after Deductible has been met	70% after Deductible has been met
<b>Lab, X-Ray and Major Diagnostics - CT, PET, MRI and Nuclear Medicine - Outpatient</b>		
	80% after Deductible has been met	70% after Deductible has been met
<b>Mental Health and Substance Abuse Services - Inpatient and Intermediate</b>		
	100% after you pay a \$250 Copayment per Inpatient Stay	* 70% after Deductible has been met
<b>Mental Health and Substance Abuse Services - Outpatient</b>		
	* 100% after you pay a \$30 Copayment per visit	* 70% after Deductible has been met
<b>Ostomy</b>		
	80% after Deductible has been met	50% after Deductible has been met
<b>Physician Services - Surgical and Medical</b>		
	80% after Deductible has been met	70% after Deductible has been met
<b>Physician's Office Services - Sickness and Injury</b>		
Primary Physician Office Visit	100% after you pay a \$30 Copayment per visit	70% after Deductible has been met
Specialist Physician Office Visit	100% after you pay a \$50 Copayment per visit	70% after Deductible has been met
In addition to the visit Copayment, the applicable Copayment and any Deductible/Coinsurance applies when these services are done: Pharmaceutical Products		
<b>Pregnancy - Maternity Services</b>		
	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each covered Health Service category in this Benefit Summary	
	For services provided in the Physician's Office, a Copayment will only apply to the initial office visit.	<i>Pre-service Notification is required if Inpatient Stay exceeds 48 hours following a normal vaginal delivery or 96 hours following a cesarean section delivery.</i>
<b>Preventive Care Services</b>		
Covered Health Services include but are not limited to:		
Primary Physician Office Visit	100%	Non-Network Benefits are not available
Specialist Physician Office Visit	100%	
Lab, X-Ray or other preventive tests	100% Deductible does not apply.	
<b>Prosthetic Devices</b>		
	80% after Deductible has been met	50% after Deductible has been met
<b>Reconstructive Procedures</b>		
	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary	
		<i>Pre-service Notification is required for certain services</i>
<b>Rehabilitation Services - Outpatient Therapy and Chiropractic Treatment</b>		
Benefits are limited as follows: Network and Non-Network benefits are limited to a combined total of 50 visits per calendar year for any combination of the following: Chiropractic treatment Physical therapy Occupational therapy Speech therapy Pulmonary rehabilitation Cardiac rehabilitation Post-Cochlear implant aural therapy Vision therapy	100% after you pay a \$30 Copayment per visit	* 70% after Deductible has been met
<b>Scopic Procedures - Outpatient Diagnostic and Therapeutic</b>		
Diagnostic scopic procedures include, but are not limited to: Colonoscopy; Sigmoidoscopy; Endoscopy	80% after Deductible has been met	70% after Deductible has been met

**BENEFITS**

Types of Coverage	Network Benefits	Non-Network Benefits
For Preventive Scopic Procedures, refer to the Preventive Care Services category.		
<b>Skilled Nursing Facility / Inpatient Rehabilitation Facility Services</b>		
Benefits are limited as follows: 60 days per year. Facility Services are limited to 120 days per incident.	80% after Deductible has been met	* 70% after Deductible has been met
<b>Surgery – Outpatient</b>	80% after Deductible has been met	70% after Deductible has been met
<b>Therapeutic Services</b>	80% after Deductible has been met	*70% after Deductible has been met
<b>Transplantation Services</b>	80% after Deductible has been met	* Not Covered
	<i>For Network Benefits, services must be received at a Designated Facility.</i>	
<b>Urgent Care Center Services</b>	100% after you pay a \$50 Copayment per visit	70% after Deductible has been met
In addition to the visit Copayment, the applicable Copayment and any Deductible/Coinsurance applies when these services are done: Pharmaceutical Products		
<b>Vision Examinations</b>		
Benefits are limited as follows: 1 exam every year	100% after you pay a \$30 Copayment per visit	Non-Network Benefits are not available

**MEDICAL EXCLUSIONS**

It is recommended that you review your SPD for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

**Alternative Treatments**

Acupressure; aromatherapy; hypnosis; massage therapy; rolling (holistic tissue massage); art, music, dance, horseback therapy; and other forms of alternative treatment as defined by the National Center for Complementary and Alternative Medicine (NCCAM) of the National Institutes of Health. This exclusion does not apply to Chiropractic Treatment and osteopathic care for which Benefits are provided as described in SPD.

**Dental**

Dental care (which includes dental X-rays, supplies and appliances and all associated expenses, including hospitalizations and anesthesia). This exclusion does not apply to dental care (oral examination, X-rays, extractions and non-surgical elimination of oral infection) required for the direct treatment of a medical condition for which Benefits are available under the Plan as described in the SPD. Dental care that is required to treat the effects of a medical condition, but that is not necessary to directly treat the medical condition, is excluded. Examples include treatment of dental caries resulting from dry mouth after radiation treatment or as a result of medication. Endodontics, periodontal surgery and restorative treatment are excluded. Diagnosis or treatment of or related to the teeth, jawbones or gums. Examples include: extraction (including wisdom teeth), restoration, and replacement of teeth; medical or surgical treatment of dental conditions; and services to improve dental clinical outcomes. This exclusion does not apply to accidental-related dental services for which Benefits are provided as described under Dental Services – Accidental Only in the SPD. Dental implants, bone grafts and other implant-related procedures. This exclusion does not apply to accident-related dental services for which Benefits are provided as described under Dental Services – Accident Only in the SPD. Dental braces (orthodontics). Congenital Anomaly such as cleft lip or cleft palate.

**Devices, Appliances and Prosthetics**

Devices used specifically as safety items or to affect performance in sports-related activities. Orthotic appliances that straighten or re-shape a body part. Examples include foot orthotics, cranial banding and some types of braces, including over-the-counter orthotic braces. The following items are excluded, even if prescribed by a Physician: blood pressure cuff/monitor; enuresis alarm; home coagulation testing equipment; non-wearable external defibrillator; trusses; ultrasonic nebulizers; and ventricular assist devices. Devices and computers to assist in communication and speech except for speech aid prosthetics and tracheo-esophageal voice prosthetics. Oral appliances for snoring. Repair and replacement prosthetic devices when damaged due to misuse, malicious damage or gross neglect. Prosthetic devices. This exclusion does not apply to breast prosthesis, mastectomy bras and lymphedema stockings for which Benefits are provided as described under Reconstructive Procedures in the SPD.

**Drugs**

The exclusions listed below apply to the medical portion of the Plan only. Prescription Drug coverage is excluded under the medical plan because it is a separate benefit. Coverage may be available under the Prescription Drug portion of the Plan. See the SPD for coverage details and exclusions.

Prescription drugs for outpatient use that are filled by a prescription order or refill. Self-injectable medications. This exclusion does not apply to medications which, due to their characteristics (as determined UnitedHealthcare), must typically be administered or directly supervised by a qualified provider or licensed/certified health professional in an outpatient setting. Non-injectable medications given in a Physician's office. This exclusion does not apply to non-injectable medications that are required in an Emergency and consumed in the Physician's office. Over-the-counter drugs and treatments. Growth hormone therapy.

**Experimental or Investigational or Unproven Services**

Experimental or Investigational or Unproven Services, unless the Plan has agreed to cover them as defined in the SPD. This exclusion applies even if Experimental or Investigational Services or Unproven Services treatments, devices or pharmacological regimens are the only available treatment options for your condition. This exclusion does not apply to Covered Health Services provided during a clinical trial for which Benefits are provided as described under Clinical Trials in the SPD.

**Foot Care**

Routine foot care. Examples include the cutting or removal of corns and calluses. This exclusion does not apply to preventive foot care for Covered Persons with diabetes for which Benefits are provided as described under Diabetes Services in the SPD or when needed for severe systemic disease. Cutting or removal of corns and calluses. Nail trimming, cutting, or debriding. Hygienic and preventive maintenance foot care; and other services that are performed when there is not a localized Sickness, Injury or symptom involving the foot. Examples include: cleaning and soaking the feet; applying skin creams in order to maintain skin tone. This exclusion does not apply to preventive foot care for Covered Persons who are at risk of neurological or vascular disease arising from diseases such as diabetes. Treatment of flat feet. Shoes (standard or custom), lifts and wedges; shoe orthotics; shoe inserts and arch supports

**Medical Supplies and Equipment**

Prescribed or non-prescribed medical supplies and disposable supplies. Examples include: elastic stockings, ace bandages, diabetic strips, and syringes; urinary catheters. This exclusion does not apply to:

- Disposable supplies necessary for the effective use of Durable Medical Equipment for which Benefits are provided as described under Durable Medical Equipment in the SPD.
- Diabetic supplies for which Benefits are provided as described under Diabetes Services in the SPD.
- Ostomy bags and related supplies for which Benefits are provided as described under Ostomy Supplies in the SPD.

Tubings, nasal cannulas, connectors and masks, [except when used with Durable Medical Equipment as described under Durable Medical Equipment as described in the SPD. The repair and replacement of Durable Medical Equipment when damaged due to misuse, malicious breakage or gross neglect and deodorants, filters, lubricants, tape, appliance clears, adhesive, adhesive remover or other items that are not specifically identified in the SPD

**Mental Health / Substance Abuse**

Inpatient, intermediate or outpatient care services that were not pre-authorized by the Mental Health/Substance Abuse (MH/SA) Administrator; Services performed in connection with conditions not classified in the current edition of the *American Psychiatric Association's Diagnostic and Statistical Manual of Mental Disorders*.

Mental Health Services and Substance Abuse Services that extend beyond the period necessary for short-term evaluation, diagnosis, treatment, or crisis intervention. Mental Health Services as treatment for insomnia and other sleep disorders, neurological disorders and other disorders with a known physical basis. Treatment for conduct and impulse control disorders, personality disorders, paraphilias (sexual behavior considered deviant or abnormal) and other Mental illnesses that will not substantially improve beyond the current level of functioning, or that are not subject to favorable modification or management according to prevailing national standards of clinical practice, as reasonably determined by the Mental Health/Substance Abuse Administrator. Services utilizing methadone, L.A.A.M. (1-Alpha-Acetyl-Methadol), Cyclazocine, or equivalents as maintenance treatment for drug addiction. Treatment provided in connection with involuntary commitments, police detentions and other similar arrangements, unless authorized by the Mental Health/Substance Abuse Administrator. Residential treatment services. Routine use of psychological testing without specific authorization; pastoral counseling. Services or supplies for the diagnosis or treatment of Mental illness, alcoholism or substance abuse disorders that, in the reasonable judgment of the Mental Health/Substance Abuse Administrator, typically do not result in outcomes demonstrably better than other available treatment alternatives that are less intensive or more cost effective, or are not consistent with:

- Prevailing national standards of clinical practice for the treatment of such conditions.

- Prevailing professional research demonstrating that the services or supplies will have a measurable and beneficial health outcome.
- The Mental Health/Substance Abuse Administrator's level of care guidelines as modified from time to time.

The Mental Health/Substance Abuse Administrator may consult with professional clinical consultants, peer review committees or other appropriate sources for recommendations and information regarding whether a service or supply meets any of these criteria.

## MEDICAL EXCLUSIONS Continued

### Nutrition

Nutritional or cosmetic therapy using high dose or mega quantities of vitamins, minerals or elements, and other nutrition based therapy. Nutritional counseling for either individuals or groups except as defined under Nutritional Counseling in the SPD. Food of any kind. Foods that are not covered include: enteral feedings and other nutritional and electrolyte formulas, including infant formula and donor breast milk unless they are the only source of nutrition or unless they are specifically created to treat inborn errors of metabolism such as phenylketonuria (PKU) – infant formula available over the counter is always excluded; foods to control weight, treat obesity (including liquid diets), lower cholesterol or control diabetes; oral vitamins and minerals; meals you can order from a menu, for an additional charge, during an inpatient stay, and other dietary and electrolyte supplements; and health education classes unless offered by UnitedHealthcare or its affiliates, including but not limited to asthma, smoking cessation, and weight control classes.

### Personal Care, Comfort or Convenience

Television; telephone; beauty/barber service; guest service. Supplies, equipment and similar incidental services and supplies for personal comfort. Examples include: air conditioners, air purifiers and filters, dehumidifiers and humidifiers; batteries and battery chargers; breast pumps; car seats; chairs, bath chairs, feeding chairs, toddler chairs, chair lifts, recliners; electric scooters; exercise equipment and treadmills; home modification to accommodate a health need such as ramps, swimming pools, elevators, handrails and stair glides; hot tubs; Jacuzzis, saunas and whirlpools; ergonomically correct chairs, non-Hospital beds, comfort beds, mattress medical alert systems; motorized beds; music devices; personal computers, pillows; power-operated vehicles; radios; saunas; strollers; safety equipment, vehicle modifications such as van lifts; and video players.

### Physical Appearance

Cosmetic Procedures. See the definition in the SPD. Examples include: pharmacological regimens, nutritional procedures or treatments; Scar or tattoo removal or revision procedures (such as salabrasion, chemo-surgery and other such skin abrasion procedures); Skin abrasion procedures performed as a treatment for acne; treatment of hair loss; varicose vein treatment of the lower extremities, when it is considered cosmetic; Liposuction or removal of fat deposits considered undesirable, including fat accumulation under the male breast and nipple; Treatment for skin wrinkles or any treatment to improve the appearance of the skin; Treatment for spider veins; Hair removal or replacement by any means. Replacement of an existing intact breast implant if the earlier breast implant was performed as a Cosmetic Procedure. Treatment of benign gynecomastia (abnormal breast enlargement in males). Breast reduction except as coverage is required by the Women's Health and Cancer Right's Act of 1998 for which Benefits are described under Reconstructive Procedures in the SPD. Physical conditioning programs such as athletic training, body-building, exercise, fitness, flexibility, health club memberships and programs, spa treatments and diversion or general motivation. Weight loss programs whether or not they are under medical supervision. Weight loss programs for medical reasons are also excluded, even if for morbid obesity. Wigs regardless of the reason for the hair loss, except for temporary loss of hair resulting from treatment of a malignancy.

### Procedures and Treatments

Procedure or surgery to remove fatty tissue such as panniculectomy, abdominoplasty, thighplasty, brachioplasty, or mastopexy. Excision or elimination of hanging skin on any part of the body. Examples include plastic surgery procedures called abdominoplasty or abdominal panniculectomy, and brachioplasty. Medical and surgical treatment of excessive sweating (hyperhidrosis). Medical and surgical treatment for snoring, except when provided as a part of treatment for documented obstructive sleep apnea. Speech therapy except as required for treatment of a speech impediment or speech dysfunction that results from injury, stroke, cancer, Congenital Anomaly, or autism spectrum disorders. Speech therapy to treat stuttering, stammering or other articulation disorders. Psychosurgery. Sex transformation operations. Physiological modalities and procedures that result in similar or redundant therapeutic effects when performed on the same body region during the same visit or office encounter. Biofeedback. Chiropractic treatment to treat a condition unrelated to spinal manipulation and ancillary physiologic treatment rendered to restore/improve motion, reduce pain and improve function, such as asthma or allergies. Chiropractic treatment (the therapeutic application of chiropractic manipulative treatment with or without ancillary physiologic treatment and/or rehabilitative methods rendered to restore/improve motion, reduce pain and improve function). Services for the evaluation and treatment of temporomandibular joint syndrome (TMJ), whether the services are considered to be dental in nature, including oral appliances; surface electromyography; Doppler analysis; vibration analysis; computerized mandibular scan or jaw tracking; craniosacral therapy; orthodontics; occlusal adjustment; dental restorations. Upper and lower jawbone surgery except as required for direct treatment of acute traumatic injury, dislocation, tumors or cancer. Diagnosis or treatment of the jawbones, including Orthognathic surgery, and jaw alignment, except as a treatment of obstructive sleep apnea. Non-surgical treatment of obesity even if for morbid obesity. Surgical treatment of obesity unless there is a diagnosis of morbid obesity as described under Obesity Surgery in the SPD. Treatment of tobacco dependency. Chelation therapy, except to treat heavy metal poisoning.

### Providers

Services performed by a provider who is a family member by birth or marriage. Examples include a spouse, brother, sister, parent or child. This includes any service the provider may perform on himself or herself. Services performed by a provider with your same legal residence. Services ordered or delivered by a Christian Science practitioner. Services performed by an unlicensed provider or a provider who is operating outside of the scope of his/her license. Services provided at a free-standing or Hospital-based diagnostic facility without an order written by a Physician or other provider. Services which are self-directed to a free-standing or Hospital-based diagnostic facility. Services ordered by a Physician or other provider who is an employee or representative of a free-standing or Hospital-based diagnostic facility, when that Physician or other provider has not been actively involved in your medical care prior to ordering the service, or is not actively involved in your medical care after the service is received. This exclusion does not apply to mammography. Foreign language and sign language interpreters.

### Reproduction

Health services and associated expenses for infertility treatments, including assisted reproductive technology, regardless of the reason for the treatment. This exclusion does not apply to services required to treat or correct underlying causes of infertility. The following infertility treatment-related services: cryo-preservation and other forms of preservation of reproductive materials, long-term storage of reproductive materials such as sperm, eggs, embryos, ovarian tissue, and testicular tissue, donor services. Surrogate parenting, donor eggs, donor sperm and host uterus. Storage and retrieval of all reproductive materials. Examples include eggs, sperm, testicular tissue and ovarian tissue. The reversal of voluntary sterilization. Health services and associated expenses for elective surgical, non-surgical, or drug-induced Pregnancy termination. This exclusion does not apply to treatment of a molar Pregnancy, ectopic Pregnancy, or missed abortion (commonly known as a miscarriage). Services provided by a doula (labor aide); and parenting, prenatal or birthing classes. Artificial reproduction treatments done for genetic or eugenic.

### Services Provided under Another Plan

Health services for which other coverage is available under another plan, except for Eligible Expenses payable as described in the SPD. Examples include coverage required by workers' compensation, no-fault auto insurance, or similar legislation. If coverage under workers' compensation, no-fault automobile coverage or similar legislation is optional for you because you could elect it, or could have it elected for you. Health service for treatment of military service-related disabilities, when you are legally entitled to other coverage and facilities are reasonably available to you. Health services while on active military duty.

### Transplants

Health services for organ and tissue transplants, except as identified under Transplantation Services in the SPD. Mechanical or animal organ transplants, except services related to the implant or removal of a circulatory assist device (a device that supports the heart while the patient waits for a suitable donor heart to become available); and donor costs for organ or tissue transplantation to another person (these costs may be payable through the recipient's benefit plan).

### Travel

Travel or transportation expenses, even if ordered by a Physician, except as identified under Travel and Lodging in the SPD. Additional travel expenses related to Covered Health Services received from a Designated Facility or Designated Physician may be reimbursed at the Plan's discretion.

### Types of Care

Multi-disciplinary pain management programs provided on an inpatient basis. Custodial care; domiciliary care. Private duty nursing. Respite care; rest cures; services of personal care attendants. Work hardening (individualized treatment programs designed to return a person to work or to prepare a person for specific work).

### Vision and Hearing

Purchase cost and associated fitting charge for eye glasses and contact lenses. Implantable lenses used only to correct a refractive error (such as Intraocular lenses). Purchase cost and associated fitting and testing charges for hearing aids, Bone Anchor Hearing Aids (BAHA) and all other hearing assistive devices. Eye exercise therapy. Surgery and other related treatment that is intended to correct nearsightedness, farsightedness, presbyopia and astigmatism including, but not limited to, procedures such as laser and other refractive eye surgery and radial keratotomy.

### All Other Exclusions

Health services and supplies that do not meet the definition of a Covered Health Service – see the definition of Covered Health Services in the Glossary in the SPD. Physical, psychiatric or psychological exams, test vaccinations, immunizations or treatments when; required solely for purposes of career, education, school, sports or camp, travel, employment, insurance, marriage or adoption; or as a result of incarceration; related to judicial or administrative proceedings or orders; conducted for purposes of medical research; required to obtain or maintain a license of any type. Health services received as a result of war or any act of war, whether declared or undeclared or caused during service in the armed forces of any country. Health services received after the date your coverage under the Plan ends. This applies to all health services, even if the health service is required to treat a medical condition that arose before the date your coverage under the Plan ended. Health services for which you have no legal responsibility to pay, or for which a charge would not ordinarily be made in the absence of coverage under the Plan. Charges that exceed Eligible Expenses or any specified limitation in the SPD. Health services when a provider waives the Copay, Annual Deductible or Coinsurance amounts. Autopsies and other coroner services and transportation services for a corpse. Charges for: missed appointments; room or facility reservations; completion of claim forms; or record processing. Charges prohibited by federal anti-kickback or self-referral status. Diagnostic tests that are: delivered in other than a Physician's office or health care facility; and self-administered home diagnostic tests, including but not limited to HIV and pregnancy tests. Vision therapy when rendered in connection with behavioral health disorders, including but not limited to: learning and reading disabilities; attention deficit/hyperactivity disorder; TBI; or dys



**Benefit Summary**  
**Outpatient Prescription Drug**  
Cedar Cliff Local Schools CORE Pharmacy Plan 0F5

Your Copayment and/or Coinsurance is determined by the tier to which the Prescription Drug List Management Committee has assigned the Prescription Drug. All Prescription Drugs on the Prescription Drug List are assigned to Tier-1, Tier-2 or Tier-3. Find individualized information on your benefit coverage, determine tier status, check the status of claims and search for network pharmacies by logging on to [www.myuhc.com](http://www.myuhc.com) or calling Customer Care at the telephone number on the back of your ID card

This summary of Benefits is intended only to highlight your Benefits for Prescription Drugs and should not be relied upon to determine coverage. Your plan may not cover all of your Prescription Drug expenses. Please refer to the Prescription Drug section of the Summary Plan Description (SPD) for a complete listing of services, limitations, exclusions and a description of all the terms and conditions of coverage. If this description conflicts in any way with the Prescription Drug section of the SPD, the Prescription Drug section of SPD shall prevail.

**Annual Drug Deductible – Network and Non-Network**

Individual Deductible                   \$0  
Family Deductible                     \$0

**Out-of-Pocket Drug Maximum – Network and Non-Network**

Individual Out-of-Pocket Maximum    No Out-of-Pocket Drug Maximum  
Family Out-of-Pocket Maximum        No Out-of-Pocket Drug Maximum

Tier Level)	Retail Up to 31-day supply		*Mail Order Up to 90-day supply
	Network	Non-Network	Network
Tier 1	\$10	\$10	\$20
Tier 2	\$25	\$25	\$50
Tier 3	35% (\$45 min - \$60 max)	35% (\$45 min - \$60 max)	35% (\$90 min - \$120 max)
Diabetic Supplies	20%	20%	20%

\* Only certain Prescription Drugs are available through mail order; please visit [www.myuhc.com](http://www.myuhc.com) or call Customer Care at the telephone number on the back of your ID card for more information.

An Ancillary Charge may apply when a covered Prescription Drug is dispensed at your [or your provider's] request and there is another drug that is chemically the same available at a lower tier. When you choose the higher tiered drug of the two, you will pay the difference between the higher tiered drug and the lower tiered drug in addition to your Copayment and/or Coinsurance that applies to the lower tier drug.

Note: If you purchase a Prescription Drug from a Non-Network Pharmacy, you are responsible for any difference between what the Non-Network Pharmacy charges and the amount we would have paid for the same Prescription Drug dispensed by a Network Pharmacy.

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You are responsible for paying the lower of the applicable Copayment and/or Coinsurance or the retail Network Pharmacy's Usual and Customary Charge, or the lower of the applicable Copayment and/or Coinsurance or the mail order Network Pharmacy's Prescription Drug Cost.

For a single Copayment and/or Coinsurance, you may receive a Prescription Drug up to the stated supply limit. Some Prescription Drugs are subject to additional supply limits

Some Prescription Drug or Pharmaceutical Products for which Benefits are described under the Prescription Drug section of the Summary Plan Description (SPD) are subject to step therapy requirements. This means that in order to receive Benefits for such Prescription Drug or Pharmaceutical Products you are required to use a different Prescription Drug(s) or Pharmaceutical Product(s) first.

Also note that some Prescription Drugs require that you notify us in advance to determine whether the Prescription Drug meets the definition of a Covered Health Service and is not Experimental, Investigational or Unproven.

You may be required to fill an initial Prescription Drug Product order and obtain one refill through a retail pharmacy prior to using a mail order Network Pharmacy.

## Pharmacy Exclusions

Exclusions from coverage listed in the SPD apply also to this Prescription Drug section. In addition, the following exclusions apply:

### Exclusions

- Coverage for Prescription Drugs for the amount dispensed (days' supply or quantity limit) which exceeds the supply limit.
- Coverage for Prescription Drug Products for the amount dispensed (days' supply or quantity limit) which is less than the minimum supply limit.
- Prescription Drugs dispensed outside the United States, except as required for Emergency treatment.
- Drugs which are prescribed, dispensed or intended for use during an Inpatient Stay.
- Experimental, Investigational or Unproven Services and medications; medications used for experimental indications and/or dosage regimens determined to be experimental, investigational or unproven, unless United HealthCare Services, Inc. and the EPC have agreed to cover.
- Prescription Drugs furnished by the local, state or federal government. Any Prescription Drug to the extent payment or benefits are provided or available from the local, state or federal government (for example, Medicare) whether or not payment or benefits are received, except as otherwise provided by law.
- Prescription Drugs for any condition, Injury, Sickness or mental illness arising out of, or in the course of, employment for which benefits are available under any workers' compensation law or other similar laws, whether or not a claim for such benefits is made or payment or benefits are received.
- Any product dispensed for the purpose of appetite suppression or weight loss.
- A Pharmaceutical Product for which Benefits are provided in the Summary Plan Description (SPD). This exclusion does not apply to Depo Provera and other injectable drugs used for contraception.
- Durable Medical Equipment: Prescribed and non-prescribed outpatient supplies, other than the diabetic supplies and inhaler spacers specifically stated as covered.
- General vitamins, except the following which require a Prescription Order or Refill: prenatal vitamins, vitamins with fluoride, and single entity vitamins.
- Unit dose packaging of Prescription Drugs.
- Medications used for cosmetic purposes.
- Prescription Drugs, including New Prescription Drugs or new dosage forms, that EPC determine do not meet the definition of a Covered Health Service.
- Prescription Drugs as a replacement for a previously dispensed Prescription Drug that was lost, stolen, broken or destroyed.
- Prescription Drugs when prescribed to treat infertility.
- Certain Prescription Drugs for smoking cessation.
- Compounded drugs that do not contain at least one ingredient that has been approved by the U.S. Food and Drug Administration and requires a Prescription Order or Refill. Compounded drugs that are available as a similar commercially available Prescription Drug. (Compounded drugs that contain at least one ingredient that requires a Prescription Order or Refill are assigned to Tier 3.
- Drugs available over-the-counter that do not require a Prescription Order or Refill by federal or state law before being dispensed, unless the Plan Administrator has designated the over-the-counter medication as eligible for coverage as if it were a Prescription Drug and it is obtained with a Prescription Order or Refill from a Physician. Prescription Drugs that are available in over-the-counter form or comprised of components that are available in over-the-counter form or equivalent. Certain Prescription Drugs that the Plan Administrator has determined are Therapeutically Equivalent to an over-the-counter drug. Such determinations may be made up to six times during a calendar year, and the Plan Administrator may decide at any time to reinstate Benefits for a Prescription Drug that was previously excluded under this provision.
- Certain New Prescription Drugs and/or new dosage forms until the date they are reviewed and assigned to a tier by our Prescription Drug List Management Committee.
- Growth hormone for children with familial short stature (short stature based upon heredity and not caused by diagnosed medical condition).
- A Prescription Drug that contains (an) active ingredient(s) available in and Therapeutically Equivalent to another covered Prescription Drug.
- A Prescription Drug that contains (an) active ingredient(s) which is (are) a modified version of and Therapeutically Equivalent to another covered Prescription Drug.

- 
- A Prescription Drug typically administered by a qualified provider or licensed health professional in an outpatient setting. This exclusion does not apply to Depo provera and other injectable drugs used for contraception.
  - Certain Prescription Drug Products that have not been prescribed by a Specialist Physician.



United HealthCare Services, Inc. and EPC Schools want to help you take control and make the most of your health care benefits. That's why we provide convenient services to get your health care questions answered quickly and accurately:

- myuhc.com® - Take advantage of easy, time-saving online tools. You can check your eligibility, benefits, claims, claim payments, search for a doctor and hospital and more.
- 24-hour nurse support – A nurse is a phone call away and you have other health resources available 24-hours a day, 7 days a week to provide you with information that can help you make informed decisions. Just call the number on the back of your ID card.
- Customer Care telephone support – Need more help? Call a customer care professional using the toll-free number on the back of your ID card. Get answers to your benefit questions or receive help looking for a doctor or hospital.

The Benefit Summary is intended only to highlight your Benefits and should not be relied upon to fully determine your coverage. If this Benefit Summary conflicts in any way with the Summary Plan Description (SPD), the SPD shall prevail. It is recommended that you review your SPD for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

**PLAN HIGHLIGHTS**

Types of Coverage	Network Benefits	Non-Network Benefits
<b>Annual Deductible – Combined Medical and Pharmacy</b>		
Single Coverage Deductible	\$2000 per year	\$4000 per year
Family Coverage Deductible	\$4000 per year	\$8000 per year
<ul style="list-style-type: none"> <li>• No one in the family is eligible for benefits until the family coverage deductible is met.</li> </ul>		
<b>Out-of-Pocket Maximum – Combined Medical and Pharmacy</b>		
Single Coverage Out-of-Pocket Maximum	\$2000 per year	\$4000 per year
Family Coverage Out-of-Pocket Maximum	\$4000 per year	\$8000 per year
<ul style="list-style-type: none"> <li>• The Out-of-Pocket Maximum includes the Annual Deductible.</li> <li>• If more than one person in a family is covered under the Policy, the single coverage Out-of-Pocket Maximum stated above does not apply.</li> </ul>		
<b>Benefit Plan Coinsurance – The Amount the Plan Pays</b>		
	100% after Deductible has been met	80% after Deductible has been met
<b>Lifetime Maximum Benefit</b>		
There is no dollar limit to the amount the Plan will pay for essential Benefits during the entire period you are enrolled in this Plan.	No Lifetime Maximum Benefit	No Lifetime Maximum Benefit
<b>Prescription Drug Benefits</b>		
<ul style="list-style-type: none"> <li>• Prescription drug benefits are shown under separate cover. Benefits are not payable for Prescriptions until the Deductible above has been met.</li> </ul>		
<b>Information of Pre-service Notification</b>		
*Pre-service Notification is required for certain services.		
**Pre-service Notification is required for Equipment in excess of \$1,000.		
<b>Information on Benefit Limits</b>		
<ul style="list-style-type: none"> <li>• The Annual Deductible, Out-of-Pocket Maximum and Benefit limits are calculated on a calendar year basis.</li> <li>• All Benefits are reimbursed based on Eligible Expenses. For a definition of Eligible Expenses, please refer to your Summary Plan Description.</li> <li>• When Benefit limits apply, the limit refers to any combination of Network and Non-Network Benefits unless specifically stated in the Benefit category.</li> </ul>		

**BENEFITS**

Types of Coverage	Network Benefits	Non-Network Benefits
<b>Ambulance Services – Emergency and Non-Emergency</b>		
	* 100% after Deductible has been met	* 100% after Network Deductible has been met
<b>Dental Services – Accident Only</b>		
Benefits are limited to \$3,000 maximum per year and \$900 maximum per tooth	* 100% after Deductible has been met	* 100% after Network Deductible has been met
<b>Durable Medical Equipment (DME)</b>		
Benefits are limited as follows: Limited to a single purchase of a type of Durable Medical Equipment (including repair and replacement) every three years..	100% after Deductible has been met	** 80% after Deductible has been met
<b>Emergency Health Services - Outpatient</b>		
	100% after Deductible has been met	* 100% after Network Deductible has been met
<b>Home Health Care</b>		
Benefits are limited as follows: 60 visits per year	100% after Deductible has been met	* 80% after Deductible has been met

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**BENEFITS**

Types of Coverage	Network Benefits	Non-Network Benefits
Hospice Care		

<b>BENEFITS</b>		
<b>Types of Coverage</b>	<b>Network Benefits</b>	<b>Non-Network Benefits</b>
	100% after Deductible has been met	* 80% after Deductible has been met
<b>Hospital – Inpatient Stay</b>	100% after Deductible has been met	* 80% after Deductible has been met
<b>Lab, X-Ray and Diagnostics - Outpatient</b> For Preventive Lab, X-Ray and Diagnostics, refer to the Preventive Care Services category.	100% after Deductible has been met	80% after Deductible has been met
<b>Lab, X-Ray and Major Diagnostics – CT, PET, MRI, MRA and Nuclear Medicine - Outpatient</b>	100% after Deductible has been met	80% after Deductible has been met
<b>Mental Health Services</b>	Inpatient: 100% after Deductible has been met Outpatient: 100% after Deductible has been met	* 80% after Deductible has been met
<b>Neurobiological Disorders - Mental Health Services for Autism Spectrum Disorders</b>	Inpatient: 100% after Deductible has been met Outpatient: 100% after Deductible has been met	* 80% after Deductible has been met
<b>Pharmaceutical Products - Outpatient</b> This includes medications administered in an outpatient setting, in the Physician's Office or in a Covered Person's home.	100% after Deductible has been met	80% after Deductible has been met
<b>Physician Fees for Surgical and Medical Services</b>	100% after Deductible has been met	80% after Deductible has been met
<b>Physician's Office Services – Sickness and Injury</b>		
Primary Physician Office Visit	100% after Deductible has been met	80% after Deductible has been met
Specialist Physician Office Visit	100% after Deductible has been met	80% after Deductible has been met
<b>Pregnancy – Maternity Services</b>	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each covered Health Service category in this Benefit Summary.	<i>Pre-service Notification is required if Inpatient Stay exceeds 48 hours following a normal vaginal delivery or 96 hours following a cesarean section delivery.</i>
<b>Preventive Care Services</b>		
Covered Health Services include but are not limited to:		
Primary Physician Office Visit	100% Deductible does not apply.	80% after Deductible has been met
Specialist Physician Office Visit	100% Deductible does not apply.	80% after Deductible has been met
Lab, X-Ray or other preventive tests	100% Deductible does not apply.	80% after Deductible has been met
<b>Prosthetic Devices</b>	100% after Deductible has been met	80% after Deductible has been met
<b>Reconstructive Procedures</b>	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.	Pre-service Notification is required.
<b>Rehabilitation Services – Outpatient Therapy and Manipulative Treatment</b>		
Benefits are limited as follows: Network and Non-Network benefits are limited to a combined total of 50 visits per calendar year for any combination of the following: Chiropractic treatment Physical therapy Occupational therapy Speech therapy Pulmonary rehabilitation Cardiac rehabilitation Post-Cochlear implant aural therapy Vision therapy	100% after Deductible has been met	* 80% after Deductible has been met
<b>Scopic Procedures – Outpatient Diagnostic and Therapeutic</b>		
Diagnostic scopic procedures include, but are not limited to: Colonoscopy; Sigmoidoscopy; Endoscopy For Preventive Scopic Procedures, refer to the Preventive Care Services category.	100% after Deductible has been met	80% after Deductible has been met
<b>Skilled Nursing Facility / Inpatient Rehabilitation Facility Services</b>		
Benefits are limited as follows: 60 days per year	100% after Deductible has been met	* 80% after Deductible has been met
<b>Substance Use Disorder Services</b>	Inpatient: 100% after Deductible has been met Outpatient: 100% after Deductible has been met	* 80% after Deductible has been met

BENEFITS		
Types of Coverage	Network Benefits	Non-Network Benefits

BENEFITS		
Types of Coverage	Network Benefits	Non-Network Benefits
<b>Surgery – Outpatient</b>	100% after Deductible has been met	80% after Deductible has been met
<b>Transplantation Services</b>	* 100% after Deductible has been met For Network Benefits, services must be received at a Designated Facility.	Not Covered
<b>Urgent Care Center Services</b>	100% after Deductible has been met	80% after Deductible has been met
<b>Vision Examinations</b>	100% after Deductible has been met	80% after Deductible has been met
Benefits are limited as follows: 1 exam every year	100% after Deductible has been met	Non-Network Benefits are not available

\* This benefit category contains services/devices that may be Essential or non-Essential Health Benefits as defined by the Patient Protection and Affordable Care Act depending upon the service or device delivered. A benefit review will take place if the dollar limit is exceeded. If the service/device is determined to be rehabilitative or habilitative in nature, it is an Essential Health Benefit and will be paid. If the benefit/device is determined to be non-essential, the maximum will have been met and claim will not be paid.

**MEDICAL EXCLUSIONS**

It is recommended that you review your SPD for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

**Alternative Treatments**  
Acupuncture, aromatherapy, hypnosis, massage therapy, rolling (holistic tissue massage), art, music, dance, horseback therapy, and other forms of alternative treatment as defined by the National Center for Complementary and Alternative Medicine (NCCAM) of the National Institutes of Health. This exclusion does not apply to Manipulative Treatment and non-manipulative osteopathic care for which Benefits are provided as described in the SPD.

**Dental**  
Dental care (which includes dental X-rays, supplies and appliances and all associated expenses, including hospitalizations and anesthesia). This exclusion does not apply to dental care (oral examination, X-rays, extractions and non-surgical elimination of oral infection) required for the direct treatment of a medical condition for which Benefits are available under the Plan as described in the SPD. Dental care that is required to treat the effects of a medical condition, but that is not necessary to directly treat a medical condition, is excluded. Examples include treatment of dental caries resulting from dry mouth after radiation treatment or as a result of medication. Endodontics, periodontal surgery and restorative treatment are excluded. Diagnosis or treatment related to the teeth, jawbones or gums. Examples include: extraction (including wisdom teeth), restoration, and replacement of teeth; medical or surgical treatment of dental conditions; and services to improve dental clinical outcomes. This exclusion does not apply to accidental-related dental services for which Benefits are provided as described under Dental Services – Accidental Only in the SPD. Dental implants, bone grafts and other implant-related procedures. This exclusion does not apply to accidental-related dental services for which Benefits are provided as described under Dental Services – Accidental Only in the SPD. Dental braces (orthodontics). Congenital Anomaly such as cleft lip or cleft palate.

**Devices, Appliances and Prosthetics**  
Devices used specifically as safety items or to affect performance in sports-related activities. Orthotic appliances that straighten or re-shape a body part as described under Durable Medical Equipment (DME) in the SPD. Examples include foot orthotics, cranial banding, or any orthotic braces available over-the-counter. The following items are excluded: blood pressure cuff/monitor; enuresis alarm; non-wearable external defibrillator; trusses; and ultrasonic nebulizers. Devices and computers to assist in communication and speech except for speech generating devices and tracheo-esophageal voice devices for which Benefits are provided as described under Durable Medical Equipment. Oral appliances for snoring. Repair and replacement prosthetic devices when damaged due to misuse, malicious damage or gross neglect. Prosthetic devices. This exclusion does not apply to breast prosthesis, mastectomy bras and lymphedema stockings for which Benefits are provided as described under Reconstructive Procedures in the SPD.

**Drugs**  
The exclusions listed below apply to the medical portion of the Plan only. Prescription drug coverage is excluded under the medical plan because it is a separate benefit. Coverage may be available under the Prescription Drug portion of the Plan. See SPD for coverage details and exclusions. Prescription drugs for outpatient use that are filled by a prescription order or refill. Self-injectable medications. This exclusion does not apply to medications which, due to their characteristics (as determined by United HealthCare Services, Inc.), must typically be administered or directly supervised by a qualified provider or licensed/certified health professional in an outpatient setting. Non-injectable medications given in a Physician's office. This exclusion does not apply to non-injectable medications that are required in an Emergency and consumed in the Physician's office. Over-the-counter drugs and treatments. Growth hormone therapy.

**Experimental or Investigational or Unproven Services**  
Experimental or Investigational or Unproven Services, unless the Plan has agreed to cover them as defined in the SPD. This exclusion applies even if Experimental or Investigational Services or Unproven Services, treatments, devices or pharmacological regimens are the only available treatment options for your condition. This exclusion does not apply to Covered Health Services provided during a clinical trial for which Benefits are provided as described under Clinical Trials in the SPD.

**Foot Care**  
Routine foot care. Examples include the cutting or removal of corns and calluses. This exclusion does not apply to preventive foot care for Covered Persons with diabetes for which Benefits are provided as described under Diabetes Services in the SPD when needed for severe systemic disease. Cutting or removal of corns and calluses. Nail trimming, cutting, or debriding. Hygienic and preventive maintenance foot care; and other services that are performed when there is not a localized Sickness, Injury or symptom involving the foot. Examples include: cleaning and soaking the feet; applying skin creams in order to maintain skin tone. This exclusion does not apply to preventive foot care for Covered Persons who are at risk of neurological or vascular disease arising from diseases such as diabetes. Treatment of flat feet. Shoes (standard or custom), lifts and wedges; shoe orthotics; shoe inserts and arch supports.

**Medical Supplies and Equipment**  
Prescribed or non-prescribed medical supplies and disposable supplies. Examples include: compression stockings, ace bandages, diabetic strips, and syringes; urinary catheters. This exclusion does not apply to:  

- Disposable supplies necessary for the effective use of Durable Medical Equipment for which Benefits are provided as described under Durable Medical Equipment in the SPD.
- Diabetic supplies for which Benefits are provided as described under Diabetes Services in the SPD.
- Ostomy bags and related supplies for which Benefits are provided as described under Ostomy Supplies in the SPD.

Tubings, nasal cannulas, connectors and masks, except when used with Durable Medical Equipment as described in the SPD. The repair and replacement of Durable Medical Equipment when damaged to misuse, malicious breakage or gross neglect and deodorants, filters, lubricants, tape, appliance cleaners, adhesive, adhesive remover or other items that are not specifically identified in the SPD.

**Mental Health/Substance Use Disorder**  
Services performed in connection with conditions not classified in the current edition of the *Diagnostic and Statistical Manual of the American Psychiatric Association*. Services or supplies for the diagnosis or treatment of Mental illness, alcoholism or substance use disorders that, in the reasonable judgment of the Mental Health/Substance Use Disorder Administrator, are any of the following: not consistent with generally accepted standards of medical practice for the treatment of such conditions; not consistent with services backed by credible research soundly demonstrating that the services or supplies will have a measurable and beneficial health outcome, and therefore considered experimental; not consistent with the Mental Health/Substance Use Disorder Administrator's level of care guidelines or best practices as modified from time to time; or not clinically appropriate, and considered ineffective for the patient's Mental illness, substance use disorder or condition based on generally accepted standards of medical practice and benchmarks. Mental Health Services as treatments for V-code conditions as listed within the current edition of the *Diagnostic and Statistical Manual of the American Psychiatric Association*. Mental Health Services as treatment for a primary diagnosis of insomnia and other sleep disorders, sexual dysfunction disorders, feeding disorders, neurological disorders and other disorders with a known physical basis. Treatments for the primary diagnoses of learning disability and impulse control disorders, personality disorders, paraphilias (sexual behavior that is considered deviant or abnormal) Educational/behavioral services that are focused on primarily building skills and capabilities in communication, social interaction and learning; tuition for or services that are school-based for children and adolescents under the Individuals with Disabilities Education Act. Learning, motor skills and primary communication disorders as defined in the current edition of the *Diagnostic and Statistical Manual of the American Psychiatric Association*. Mental retardation as a primary diagnosis defined in the current edition of the *Diagnostic and Statistical Manual of the American Psychiatric Association*. Methadone treatment maintenance, L.A.A.M. (1-Alpha-Acetyl-Methadol), Cyclazocine, or their equivalents for drug addiction. Intensive behavioral therapies such as applied behavioral analysis for Autism Spectrum Disorders. Any treatments or other specialized services designed for Autism Spectrum Disorder that are not backed by credible research demonstrating that the services or supplies have a measurable and beneficial health outcome and therefore considered Experimental or Investigational or Unproven Services.

**Nutrition**  
Nutritional or cosmetic therapy using high dose or mega quantities of vitamins, minerals or elements, and other nutrition based therapy. Nutritional counseling for either individuals or groups except as defined under Diabetes Services in the SPD. For any kind. Foods that are not covered include: enteral feedings and other nutritional and electrolyte formulas, including infant formula and donor breast milk unless they are the only source of nutrition or unless they are specifically created to treat lab errors of metabolism such as phenylketonuria (PKU) – infant formula available over the counter is always excluded; foods to control weight, treat obesity (including liquid diets), lower cholesterol or control diabetes; oral vitamins and minerals; meals ordered from a menu, for an additional charge, during an Inpatient Stay, and other dietary and electrolyte supplements; and health education classes unless offered by United HealthCare Services, Inc. or its affiliates, including but not limited to asthma smoking cessation, and weight control classes.

**Personal Care, Comfort or Convenience**  
Television; telephone; beauty/barber service; guest service. Supplies, equipment and similar incidental services and supplies for personal comfort. Examples include: air conditioners, air purifiers and filters, dehumidifiers and humidifiers; battery chargers; breast pumps; car seats; chairs, bath chairs, feeding chairs, toddler chairs, chair lifts, recliners; electric coolers; exercise equipment and treadmills; home modifications to accommodate a health need such as ramps, swimmer elevators, handrails and stair glides; hot tubs; Jacuzzis, saunas and whirlpools; ergonomically correct chairs, non-Hospital beds, comfort beds, mattresses; medical alert systems; motorized beds; music devices; personal computers, pillows; power vehicles; radios; saunas; strollers; safety equipment; vehicle modifications such as van lifts; and video players.

**Physical Appearance**  
Cosmetic Procedures. See the definition in the SPD. Examples include: pharmacological regimens, nutritional procedures or treatments; Scar or tattoo removal or revision procedures (such as salabrasion, chemosurgery and other such skin abrasion procedures); Skin abrasion procedures performed as a treatment for acne; treatment of hair loss; varicose vein treatment of the lower extremities, when it is considered cosmetic; Liposuction or removal of fat deposits considered undesirable, including accumulation under the male breast and nipple; Treatment for skin wrinkles or any treatment to improve the appearance of the skin; Treatment for spider veins; Hair removal or replacement by any means. Replacement of an existing intact breast if the earlier breast implant was performed as a Cosmetic Procedure. Treatment of benign gynecomastia (abnormal breast enlargement in males). Physical conditioning programs such as athletic training, body-building, exercise, fitness, flexibility, health memberships and programs, spa treatments and diversion or general motivation. Weight loss programs whether or not they are under medical supervision. Weight loss programs for medical reasons are also excluded, even if for morbid obesity. Weight loss programs for the hair loss, except for temporary loss of hair resulting from treatment of a malignancy.

## MEDICAL EXCLUSIONS

### Procedures and Treatments

Procedure or surgery to remove fatty tissue such as panniculectomy, abdominoplasty, thighplasty, brachioplasty, or mastopexy. Excision or elimination of hanging skin on any part of the body. Examples include plastic surgery procedures called abdominoplasty or abdominal panniculectomy, and brachioplasty. Medical and surgical treatment of excessive sweating (hyperhidrosis). Medical and surgical treatment for snoring, except when provided as a part of treatment for documented obstructive sleep apnea. Rehabilitation services and Manipulative Treatment to improve general physical condition that are provided to reduce potential risk factors, where significant therapeutic improvements are not expected, including routine, long-term or maintenance/preventive treatment. Speech therapy except as required for treatment of a speech impediment or speech dysfunction that results from injury, stroke, cancer, Congenital Anomaly, or autism spectrum disorders. Speech therapy to treat stuttering, stammering or other articulation disorders. Psychosurgery. Sex transformation operations and related services. Physiological modalities and procedures that result in similar or redundant therapeutic effects when performed on the same body region during the same visit or office encounter. Biofeedback. Manipulative treatment to treat a condition unrelated to spinal manipulation and ancillary physiologic treatment rendered to restore/improve motion, reduce pain and improve function, such as asthma or allergies. Manipulative treatment (the therapeutic application of chiropractic and osteopathic manipulative treatment with or without ancillary physiologic treatment and/or rehabilitative methods rendered to restore/improve motion, reduce pain and improve function). Services for the evaluation and treatment of temporomandibular joint syndrome (TMJ), whether the services are considered to be dental in nature, the following services for the diagnosis and treatment of TMJ: surface electromyography, Doppler analysis; vibration analysis; computerized mandibular scan or jaw tracking; craniocacral therapy; orthodontics; occlusal adjustment; dental restorations. Upper and lower jawbone surgery, orthognathic surgery and jaw alignment. This exclusion does not apply to reconstructive jaw surgery required for Covered Persons because of a Congenital Anomaly, acute traumatic injury, dislocation, tumors, cancer or obstructive sleep apnea. Orthognathic surgery (procedure to correct underbite or overbite) and jaw alignment. Breast reduction except surgery as coverage is required by the Women's Health and Cancer Right's Act of 1998 for which Benefits are described under Reconstructive Procedures in the SPD. Non-surgical treatment of obesity even if morbid obesity. Surgical treatment of obesity unless there is a diagnosis of morbid obesity as described under Obesity Surgery in the SPD. Stand-alone multi-disciplinary smoking cessation programs. These are programs that usually include health care providers specializing in smoking cessation and may include a psychologist, social worker or other licensed or certified professional. The programs usually include intensive psychological support, behavior modification techniques and medications to control cravings. Chelation therapy, except to treat heavy metal poisoning.

### Providers

Services performed by a provider who is a family member by birth or marriage. Examples include a spouse, brother, sister, parent or child. This includes any service the provider may perform on himself or herself. Services performed by a provider with the same legal residence. Services ordered or delivered by a Christian Science practitioner. Services performed by an unlicensed provider or a provider who is operating outside of the scope of his/her license. Services provided at a free-standing or Hospital-based diagnostic facility without an order written by a Physician or other provider. Services which are self-directed to a free-standing or Hospital-based diagnostic facility. Services ordered by a Physician or other provider who is an employee or representative of a free-standing or Hospital-based diagnostic facility, when that Physician or other provider has not been actively involved in your medical care prior to ordering the service, or is not actively involved in your medical care after the service is received. This exclusion does not apply to mammography.

### Reproduction

Health services and associated expenses for infertility treatments, including assisted reproductive technology, regardless of the reason for the treatment. This exclusion does not apply to services required to treat or correct underlying causes of infertility. The following infertility treatment-related services: cryo-preservation and other forms of preservation of reproductive materials, long-term storage of reproductive materials such as sperm, eggs, embryos, ovarian tissue, and testicular tissue, donor services, Surrogate parenting, donor eggs, donor sperm and host uterus. Storage and retrieval of all reproductive materials. Examples include eggs, sperm, testicular tissue and ovarian tissue. The reversal of voluntary sterilization. Health services and associated expenses for elective surgical, non-surgical, or drug-induced Pregnancy termination. This exclusion does not apply to treatment of a molar Pregnancy, ectopic Pregnancy, or missed abortion (commonly known as a miscarriage). Services provided by a doula (labor aide); and parenting, prenatal or birthing classes. Artificial reproduction treatments done for genetic or eugenic.

### Services Provided Under Another Plan

Health services for which other coverage is available under another plan, except for Eligible Expenses payable as described in the SPD. Examples include coverage required by workers' compensation, no-fault auto insurance, or similar legislation. If coverage under workers' compensation, no-fault automobile coverage or similar legislation is optional for you because you could elect it, or could have it elected for you. Health services for treatment of military service-related disabilities, when you are legally entitled to other coverage and facilities are reasonably available to you. Health services while on active military duty.

### Transplants

Health services for organ and tissue transplants, except as identified under Transplantation Services in the SPD unless United HealthCare Services, Inc. determines the transplant to be appropriate according to United HealthCare Services, Inc.'s transplant guidelines. Mechanical or animal organ transplants, except services related to the implant or removal of a circulatory assist device (a device that supports the heart while the patient waits for a suitable donor heart to become available); and donor costs for organ or tissue transplantation to another person (these costs may be payable through the recipient's benefit plan).

### Travel

Health services provided in a foreign country, unless required as Emergency Health Services. Travel or transportation expenses, even if ordered by a Physician, except as identified under Travel and Lodging in the SPD. Additional travel expenses related to Covered Health Services received from a Designated Facility or Designated Physician may be reimbursed at the Plan's discretion. This exclusion does not apply to ambulance transportation for which Benefits are provided as described in the SPD.

### Types of Care

Multi-disciplinary pain management programs provided on an inpatient basis for acute pain or for exacerbation of chronic pain. Custodial care; domiciliary care. Private Duty Nursing. Respite care. This exclusion does not apply to respite care that is part of an integrated hospice care program of services provided to a terminally ill person by a licensed hospice care agency for which Benefits are described under Hospice Care in the SPD. Rest cures; services of personal care attendants. Work hardening (individualized treatment programs designed to return a person to work or to prepare a person for specific work).

### Vision and Hearing

Purchase cost and associated fitting charge for eye glasses and contact lenses. Implantable lenses used only to correct a refractive error (such as Inlacs corneal implants). Purchase cost and associated fitting and testing charges for hearing aids, Bone Anchored Hearing Aids (BAHA) and all other hearing assistive devices. Bone anchored hearing aids except when either of the following applies: for Covered Persons with craniofacial anomalies whose abnormal or absent ear canals preclude the use of a wearable hearing aid or for Covered Persons with hearing loss of sufficient severity that it would not be adequately remedied by a wearable hearing aid. Eye exercise or vision therapy. Surgery and other related treatment that is intended to correct nearsightedness, farsightedness, presbyopia and astigmatism including, but not limited to, procedures such as laser and other refractive eye surgery and radial keratotomy.

### All Other Exclusions

Health services and supplies that do not meet the definition of a Covered Health Service – see the definition of Covered Health Services in the Glossary in the SPD. Physical, psychiatric or psychological exams, testing, vaccinations, immunizations or treatments when: required solely for purposes of education, school, sports or camp, travel, career or employment, insurance, marriage or adoption; or as a result of incarceration; related to judicial or administrative proceedings or orders; conducted for purposes of medical research; required to obtain or maintain a license of any type. This exclusion does not apply to Covered Health Services provided during a clinical trial for which Benefits are provided as described in the SPD. Health services received as a result of war or any act of war, whether declared or undeclared or caused during service in the armed forces of any country. This exclusion does not apply to Covered Persons who are civilians injured or otherwise affected by war, any act of war or terrorism in a non-war zone. Health services received after the date your coverage under the Plan ends. This applies to all health services, even if the health service is required to treat a medical condition that arose before the date your coverage under the Plan ended. Health services for which you have no legal responsibility to pay, or for which a charge would not ordinarily be made in the absence of coverage under the Plan. Charges that exceed Eligible Expenses or any specified limitation in the SPD. Foreign language and sign language services. Health services related to a non-Covered Health Service: When a service is not a Covered Health Service, all services related to that non-Covered Health Service are also excluded. This exclusion does not apply to services the Plan would otherwise determine to be Covered Health Services if they are to treat complications that arise from the non-Covered Health Service. For the purpose of this exclusion, a "complication" is an unexpected or unanticipated condition that is superimposed on an existing disease and that affects or modifies the prognosis of the original disease or condition. Examples of a "complication" are bleeding or infections, following a Cosmetic Procedure, that require hospitalization. He services when a provider waives the Copay, Annual Deductible or Coinsurance amounts. Autopsies and other coroner services and transportation services for a corpse. Charges for: missed appointments; room or facility reservations; completion of claim forms; or record processing. Charges prohibited by federal anti-kickback or self-referral status. Diagnostic tests that are: delivered in other than a Physician's office or health care facility; and self-administered home diagnostic tests, including but not limited to HIV and pregnancy tests. Vision therapy when rendered in connection with behavioral health disorders, including but not limited to: learning and reading disabilities; attention deficit/hyperactively disorder; TBI; or dyslexia.



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Other Important Information about your Outpatient Prescription Drug Benefits

You are responsible for paying the lower of the applicable Copayment and/or Coinsurance or the retail Network Pharmacy's Usual and Customary Charge, or the lower of the applicable Copayment and/or Coinsurance or the mail order Network Pharmacy's Prescription Drug Cost.

For a single Copayment and/or Coinsurance, you may receive a Prescription Drug up to the stated supply limit. Some Prescription Drugs are subject to additional supply limits

Some Prescription Drug or Pharmaceutical Products for which Benefits are described under the Prescription Drug section of the Summary Plan Description (SPD) are subject to step therapy requirements. This means that in order to receive Benefits for such Prescription Drug or Pharmaceutical Products you are required to use a different Prescription Drug(s) or Pharmaceutical Product(s) first.

Also note that some Prescription Drugs require that you notify us in advance to determine whether the Prescription Drug meets the definition of a Covered Health Service and is not Experimental, Investigational or Unproven.

## Pharmacy Exclusions

Exclusions from coverage listed in the SPD apply also to this Prescription Drug section. In addition, the following exclusions apply:

### Exclusions

- Coverage for Prescription Drugs for the amount dispensed (days' supply or quantity limit) which exceeds the supply limit.
- Prescription Drugs dispensed outside the United States, except as required for Emergency treatment.
- Drugs which are prescribed, dispensed or intended for use during an Inpatient Stay.
- Experimental, Investigational or Unproven Services and medications; medications used for experimental indications and/or dosage regimens determined to be experimental, investigational or unproven, unless UnitedHealthcare and the [Employer Legal Name] have agreed to cover.
- Prescription Drugs furnished by the local, state or federal government. Any Prescription Drug to the extent payment or benefits are provided or available from the local, state or federal government (for example, Medicare) whether or not payment or benefits are received, except as otherwise provided by law.
- Prescription Drugs for any condition, Injury, Sickness or mental illness arising out of, or in the course of, employment for which benefits are available under any workers' compensation law or other similar laws, whether or not a claim for such benefits is made or payment or benefits are received.
- Any product dispensed for the purpose of appetite suppression or weight loss.
- A Pharmaceutical Product for which Benefits are provided in the Summary Plan Description (SPD). This exclusion does not apply to Depo Provera and other injectable drugs used for contraception.
- Durable Medical Equipment. Prescribed and non-prescribed outpatient supplies, other than the diabetic supplies and inhaler spacers specifically stated as covered.
- General vitamins, except the following which require a Prescription Order or Refill: prenatal vitamins, vitamins with fluoride, and single entity vitamins.
- Unit dose packaging of Prescription Drugs.
- Medications used for cosmetic purposes.
- Prescription Drugs, including New Prescription Drugs or new dosage forms, that [Employer Legal Name] determine do not meet the definition of a Covered Health Service.
- Prescription Drugs as a replacement for a previously dispensed Prescription Drug that was lost, stolen, broken or destroyed.
- Prescription Drugs when prescribed to treat infertility.
- Prescription Drugs for smoking cessation.
- Compounded drugs that do not contain at least one ingredient that has been approved by the U.S. Food and Drug Administration and requires a Prescription Order or Refill. Compounded drugs that are available as a similar commercially available Prescription Drug. (Compounded drugs that contain at least one ingredient that requires a Prescription Order or Refill are assigned to Tier 3.
- Drugs available over-the-counter that do not require a Prescription Order or Refill by federal or state law before being dispensed, unless the Plan Administrator has designated the over-the-counter medication as eligible for coverage as if it were a Prescription Drug and it is obtained with a Prescription Order or Refill from a Physician. Prescription Drugs that are available in over-the-counter form or comprised of components that are available in over-the-counter form or equivalent. Certain Prescription Drugs that the Plan Administrator has determined are Therapeutically Equivalent to an over-the-counter drug. Such determinations may be made up to six times during a calendar year, and the Plan Administrator may decide at any time to reinstate Benefits for a Prescription Drug that was previously excluded under this provision.
- New Prescription Drugs and/or new dosage forms until the date they are assigned to a tier by our Prescription Drug List Management Committee.
- Growth hormone for children with familial short stature (short stature based upon heredity and not caused by diagnosed medical condition).
- A Prescription Drug that contains (an) active ingredient(s) available in and Therapeutically Equivalent to another covered Prescription Drug.
- A Prescription Drug that contains (an) active ingredient(s) which is (are) a modified version of and Therapeutically Equivalent to another covered Prescription Drug.
- A Prescription Drug typically administered by a qualified provider or licensed health professional in an outpatient setting. This exclusion does not apply to Depo provera and other injectable drugs used for contraception.

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