

CAMPBELL COUNTY SCHOOL DISTRICT
SHORT-TERM DISABILITY PLAN

PLAN DOCUMENT
AND
SUMMARY PLAN DESCRIPTION

Effective August 1, 1989
Amended July 1, 2015

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INTRODUCTION

Campbell County School District has established a self-funded Short-Term Disability Plan to cover eligible employees in case of disability. This plan is intended to provide benefits beginning either (1) 60 days after you are disabled, or (2) at the end of your unused sick leave, whichever is later, for up to 120 days from the initial date of disability or until the District's Long-Term Disability Policy begins providing benefits 180 days after you become disabled.

If you have a claim, be sure to contact Campbell County School District at:

Campbell County School District Benefits Secretary
1000 W. Eighth Street
Gillette, WY 82716

Please read this Summary Plan Description carefully and call the Benefits Secretary if you have questions.

SCHEDULE OF BENEFIT

Elimination Periods	60 Calendar Days or unused sick leave, whichever is greater
Benefits	60% of Basic Monthly Earnings reduced by other Income Benefits
Benefit Reduction Includes	Primary and Family Social Security Benefits as well as others shown on page 9
Full-time Employment	30 Hours Per Week Minimum
Maximum Benefits Period	120 Days, or less if unused sick leave is more than 60 days at the time of disability
Maximum Monthly Benefit	\$2,500
Minimum Monthly Benefits	\$50
Maximum Age Limit for Benefits	None

DEFINITIONS

ACTIVELY AT WORK means the use of time and energy in the services of the employer:

- (1) At the regular place of employment.
- (2) By an employee who:
 - (a) Is physically capable; and
 - (b) Is mentally capable;
of performing each of the main duties of his regular job.
- (3) On a regular full-time basis.

If an employee was actively at work, as defined above, on his last regular working day, then he shall be deemed to be actively at work:

- (1) On each day of a paid vacation; or
- (2) On a regular non-working day;
on which he is not disabled.

BASIC MONTHLY EARNINGS means the covered employee's monthly rate of pay from the employer. When a covered employee becomes totally disabled the Basic Monthly Earnings in effect just prior to the date total disability begins will be used to figure the monthly benefits.

For hourly employees working fewer than twelve months, the formula for calculating basic monthly earnings will be:

Hourly Rate x Hours Per Day = Daily Rate

Daily Rate x Scheduled Days Per Year (Including Holidays) = Annual Rate of Pay

Annual Rate of Pay Divided by 12 Months = Monthly Earnings

Example: An employee is paid \$10.00 per hour and scheduled to work 4 ½ hours per day, 200 days per year.

\$10.00 x 4 ½ = \$45.00 (Daily Rate)

\$45.00 x 200 Days = \$9,000.00 (Annual Rate)

\$9,000.00 Divided by 12 Months = \$750.00 (Basic Monthly Earnings)

\$750.00 x 60% = \$450.00 (Monthly STD Benefits)

COVERED EMPLOYEE means an employee whose coverage is in force under the terms of this Plan.

DISABILITY BENEFITS, when used with the term Employer's Retirement Plan, means money which:

- (1) Is payable under an employer's retirement Plan due to disability as defined in that Plan; and
- (2) Does not reduce the amount which would have been paid as retirement benefits at the normal retirement age under the Plan if the disability had not occurred. (If the payment does cause a reduction, it will be deemed a retirement benefit.)

ELIGIBILITY DATE for any employee means the date that the employee first becomes eligible for coverage under this Plan.

ELIGIBLE SURVIVOR means the covered employee's spouse, if living, otherwise the covered employee's children who are under age 25.

ELIMINATION PERIOD means a period of consecutive days of total disability for which no benefits is payable. The elimination period is either (1) 60 days, or (2) the end of unused sick leave, whichever is later, as illustrated in the Schedule of Benefits and begins on the first day of total disability.

EXCEPTIONS: If the elimination period would normally end during a time of year when the employee is not scheduled to work (for example, end in June when the employee only works September through May), or on the last working day prior to beginning a time of year when the employee is not scheduled to work, payment of benefits will begin on the next scheduled work day for the employee, providing the employee still has qualifying disability.

Employees wishing to use vacation days or other paid leaves may do so instead of short-term disability compensation. No leave pay will be allowed concurrently with short-term disability benefits under this plan.

EMPLOYEE means an actively-at-work Employee who has not yet attained the age shown on the Schedule of Benefits and who is regularly working for the employer at least 20 hours per week during the employee's scheduled work year.

EMPLOYER'S RETIREMENT PLAN means a Plan which provides retirement benefits to employees which is not funded wholly by employee contributions. It includes any retirement Plan which:

- (1) Is part of any federal, state, county, municipal or association retirement system; and
- (2) The covered employee is eligible for as a result of his job with the employer.

It does not mean:

- (1) A profit-sharing Plan maintained for employees which is in addition to a defined benefit or defined contribution Plan; or
- (2) A thrift Plan; or
- (3) An Individual Retirement Account (IRA); or
- (4) A Tax-Sheltered Annuity (TSA); or
- (5) A stock ownership Plan; or
- (6) A non-qualified Plan of deferred compensation.

FAMILY SOCIAL SECURITY BENEFITS means benefits for which the covered employee's spouse, child or children is eligible as a result of the covered employee's eligibility for disability insurance benefits or unreduced old-age insurance benefits under Social Security.

FAMILY SOCIAL SECURITY BENEFITS EARLY RETIREMENT BENEFITS means benefits which the covered employee's spouse, child or children receives as a result of the covered employee's receipt of reduced old-age insurance benefits under Social Security.

GROSS MONTHLY BENEFITS means the covered employee's monthly benefits before any reduction for other income benefits (See Page 9).

INJURY means accidental bodily injury resulting independently of all other causes.

MALE PRONOUN whenever used includes the female.

MONTHLY BENEFIT means the amount payable monthly by the Plan to the disabled covered employee. It will equal 60% of the employee's basic monthly earnings less other income benefits.

If an employee is disabled for a portion of a month, the monthly benefit will be prorated to a daily benefit equal to one-thirtieth (1/30th) of the monthly benefit. For example, an employee disabled for six (6) calendar days will receive six-thirtieth (6/30th) or 20% of the monthly benefits.

NON-CONTRIBUTORY COVERAGE means coverage for which the covered employee pays none of the cost.

PARTIAL DISABILITY OR PARTIALLY DISABLED means the covered employee is:

- (1) Able to perform one or more, but not all, of the main duties of his own or any other occupation on a full-time or part-time basis; or
- (2) Able to perform all of the main duties of his own or any other occupation on a part-time basis.

To qualify for a partial disability benefit, the covered employee must be earning less than 80% of his pre-disability income at the time partial disability employment begins.

PRE-DISABILITY INCOME means your monthly rate of pay from this employer. Overtime pay and other extra pay are not included. When a covered employee becomes totally disabled, the Basic Monthly Earnings in effect just prior to the date total disability begins will be used to figure the monthly benefit.

For hourly employees working fewer than twelve months, the formula for calculating basic monthly earning will be:

Hourly Rate x Hours Per Day = Daily Rate

Daily Rate x Scheduled Days Per Year (Including Holidays) = Annual Rate of Pay

Annual Rate of Pay Divided by 12 Months = Basic Monthly Earnings

Example: An employee is paid \$10.00 per hour and is scheduled to work 4 ½ hours per day, 200 days per year.

$\$10.00 \times 4 \frac{1}{2} = \45.00 (Daily Rate)

$\$45.00 \times 200 \text{ Days} = \$9,000.00$ (Annual Rate)

$\$9,000.00 \text{ Divided by } 12 \text{ Months} = \750.00 (Basic Monthly Earnings)

$\$750.00 \times 60\% = \450.00 (Monthly STD Benefit)

PRE-EXISTING CONDITION means a sickness or injury for which the covered employee:

- (1) Received medical treatment or consultation;
- (2) Had medical care or service(s);
- (3) Had diagnostic test(s); or
- (4) Took prescribed drug(s) or medicine(s);
within 90 days prior to the employee's effective date.

PRIMARY SOCIAL SECURITY BENEFITS means disability insurance benefits or unreduced old-age insurance benefits for which the covered employee is eligible under Social Security.

PRIMARY SOCIAL SECURITY EARLY RETIREMENT BENEFITS means reduced old-age insurance benefits which the covered employee receives under Social Security.

RECURRENT DISABILITY means a disability which is contributed to by the same cause(s) or in the result of the same cause(s) of a prior disability for which a monthly benefit was payable.

RETIREMENT BENEFITS when used with the term Employer's Retirement Plan, means money which:

- (1) Is payable under an employer's retirement Plan in a lump sum or in periodic payments; and
- (2) Does not represent contributions made by an employee. (Employee contributions are deemed to be received over the employee's expected remaining life, regardless of when such payments are actually received) and
- (3) Is payable upon:
 - (a) Early or normal retirement; or
 - (b) Disability if the payment reduces the amount which would have been paid at the normal retirement age under the Plan if the disability had not occurred.

SICKNESS means illness, pregnancy, or disease.

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

TOTAL COVERED PAYROLL is the total amount of basic monthly earnings for which all employees are covered under this Plan.

TOTAL DISABILITY is an injury or sickness which:

- (1) During the elimination period and the first 24 months of benefits prevents the covered employee from doing each of the main duties of his regular occupation; and
- (2) After 24 months of benefits prevents the covered employee from doing each of the main duties of any occupation. Any occupation is one that the covered employee's training, education or experience will reasonably allow.

WAITING PERIOD is the period of the time that a person must be employed before eligible for insurance under this policy.

COVERAGE PROVISIONS

When the employer has determined that a covered employee is totally disabled as the result of sickness or injury and requires the regular attendance of a legally qualified physician, the Plan will pay a monthly benefit to the covered employee after completion of the elimination period. This monthly benefit will be paid as long as total disability continues, provided that proof of continued total disability is submitted, at the covered employee's expense, to the Plan Administrator upon request. However, the monthly benefit will not exceed the covered employee's amount of coverage, nor will it be payable for longer than the maximum benefits duration. The amount of insurance and the maximum benefit duration are shown in the Schedule of Benefits.

MONTHLY BENEFITS: The monthly benefit will be 60% of basic monthly earnings up to a maximum of \$2,500.

OTHER INCOME BENEFITS: Other income benefits are those benefits below which apply to the covered employee, or to the covered employee's spouse, child or children, as indicated. These other income benefits, except for retirement benefits, are benefits resulting from the same disability for which a monthly benefit is payable under this Plan and will reduce the monthly benefit.

These other income benefits are:

- (1) Any amount provided to the covered employee under:
 - (a) Any Workers' or Workmen's Compensation Law;
 - (b) Occupational Disease Law; and
 - (c) Any other act or law of like intent.
- (2) Any disability income benefits provided to the covered employee under any Compulsory Benefits Act or Law
- (3) Any disability income benefits which the covered employee is eligible under any other group insurance Plan or the employer.
- (4) Any benefits received by covered employee under the employer's retirement Plan as follows:
 - (a) Any disability benefits; or
 - (b) Any non-elected retirement benefits. (The monthly benefits stops when the covered employee voluntarily elects retirement benefits.)
- (5) Primary and Family Social Security Benefits: If the covered employee, his spouse, child, or children:
 - (a) Does not apply for Primary and Family Social Security Benefits, this other income benefit (5) will include what they would have been eligible for if they has applied.

- (b) Does apply for these benefits and submit proof that, after final determination, these benefits are denied, the (5) above does not apply.
- (6) Primary and Family Social Security Early Retirement Benefits.
- (7) The amount of earnings the covered employee receives from partial disability employment.

MINIMUM MONTHLY BENEFITS: In no event shall the monthly benefit be reduced to an amount less than the amount indicated on the Schedule of Benefits.

BENEFIT REDUCTION FREEZE: After the initial deduction for each of the other income benefits, the monthly benefit will not be further reduced due to any cost of living increases payable under these other income benefits.

TERMINATION OF THE TOTAL MONTHLY BENEFITS: The monthly benefit will stop on the earliest of the following:

- (1) The date that the covered employee ceases to be totally disabled;
- (2) The date the covered employee dies;
- (3) The effective date that the covered employee receives retirement benefits under the employer's retirement Plan as a result of the employee's voluntary election to receive such benefits unless:
 - (a) The periodic payment is less than 2.6% per month of the gross monthly benefit; or
 - (b) The lump sum payment is less than three times the gross monthly benefit; or
- (4) Completion of 180 days from the date of total disability; or
- (5) The effective date that the covered employee becomes eligible for the employer's Long-Term Disability Plan.

PARTIAL DISABILITY BENEFITS: The Plan will pay a partial disability benefit when it receives proof that:

- (1) A covered employee is partially disabled within 31 days of receiving total disability benefits; and
- (2) Partial disability is the direct result of the injury or sickness that caused total disability.

The partial disability benefit will be lesser of:

- (1) The covered employee's pre-disability income multiplied by the benefit percentage shown on the application; or
- (2) 100% of the covered employee's pre-disability income less other income benefits; or
- (3) the maximum monthly benefit shown in the application.

The partial disability benefit will never be less than the minimum monthly benefit shown on the Schedule of Benefits.

The Plan may require any evidence needed to verify the covered employee's earnings and proof of continuing partial disability.

TERMINATION OF THE PARTIAL DISABILITY MONTHLY BENEFIT: The partial disability monthly benefit will stop on the earliest of the following:

- (1) The date that the covered employee ceases to be partially disabled;
- (2) The date the covered employee dies;
- (3) The effective date that the covered employee receives retirement benefits under the employer's retirement Plan as a result of the employee's voluntary election to receive such benefits unless:
 - (a) The periodic payment is less than 2.6% per month of the gross monthly benefit;
or
 - (b) The lump sum payment is less than three times the gross monthly benefit; or
- (4) Completion of 180 days from the date of total disability; or
- (5) The effective date that the covered employee becomes eligible for the employer's Long-Term Disability Plan.

GENERAL EXCLUSIONS: This Plan does not cover any disability resulting from:

- (1) war, insurrection, rebellion or active participation in a riot; or
- (2) intentionally self-inflicted injuries.

PRE-EXISTING CONDITION EXCLUSION: Any disability:

- (1) Caused by;
- (2) Contributed to by; or
- (3) Resulting from

a Pre-Existing Condition will not be covered if in the disability begins within 12 months after the covered employee's effective date of coverage.

PRIOR INSURANCE CREDIT UPON TRANSFER OF INSURANCE PLANS: Prior coverage credit will be allowed employees who do not get full coverage under the Plan upon changing carriers because of:

- (1) Failure to be actively at work due to injury or sickness; or
- (2) A pre-existing condition.

This prior insurance credit provision will apply only to:

- (1) Employees insured under the prior carrier's policy on its termination date;
- (2) Employees of any later acquired employer units upon changing insurance carriers.

FAILURE TO BE ACTIVELY AT WORK DUE TO INJURY OR SICKNESS: The prior insurance credit provision allows coverage to be granted under this Plan to an employee:

- (1) Who was insured with the prior carrier; and
- (2) Who was not actively at work;

The coverage will be that provided under the prior carrier's policy. It is subject to premium payment. This means the Plan will:

- (1) Pay the benefit that the prior carrier would have paid; and
- (2) Deduct any amount for which the prior carrier is liable.

EFFECT OF A PRE-EXISTING CONDITION UNDER PRIOR INSURANCE CREDIT: For an employee who is actively at work and insured under this Plan when a pre-existing condition is involved:

- (1) The Plan will apply its pre-existing conditions exclusion. If the employee qualifies for benefits, the employee will be paid according to this Plan's benefit schedule.
- (2) If the employee cannot satisfy this Plan's pre-existing conditions exclusion, it will then apply the prior carrier's pre-existing conditions exclusion.
 - (a) If the employee satisfied the prior carrier's pre-existing conditions exclusion, giving consideration towards continuous time insured under both policies, the employee will be paid according to the prior carrier's benefit schedule.
 - (b) If the employee cannot satisfy the pre-existing conditions exclusion of the policy nor that of the prior carrier, no benefit will be paid.

ELIGIBILITY: The class or classes of employees eligible for coverage and the conditions for the eligibility of each employee is stated in the Schedule of Benefits.

EFFECTIVE DATE OF INITIAL COVERAGE FOR EMPLOYEES WHO ARE NOT ACTIVELY AT WORK:

Coverage for any employee will not become effective on a date that the employee is not actively at work because of a sickness or injury. In this event, coverage will become effective on the first day that the employee is actively at work in an eligible class.

EFFECTIVE DATE OF THE PLAN CHANGES FOR COVERED EMPLOYEES WHO ARE NOT ACTIVELY AT WORK:

Plan changes to the employer's Plan of insurance will not apply to any covered employee who is not actively at work because of a sickness or injury. In this event, the policy changed will become effective on the first day that the employee is actively at work in an eligible class.

TERMINATION OF AN EMPLOYEE'S COVERAGE: All coverage provided under this Plan for a covered employee will cease at 11:59 P.M. on the earliest of the following:

- (1) On the date that this Plan terminates;
- (2) On the date that the covered employee cease to be in a class of employees eligible for insurance;

- (3) On the date that the covered employee cease to be actively at work except that
 - (a) if absence from active work is due to temporary layoff or leave of absence, employment, for the purpose of coverage, will continue until ended by the employer. However this extension cannot go beyond the end of the coverage month after the coverage month in which the temporary layoff or leave of absence began; or
 - (b) if absence from active work is due to sickness or injury resulting in total disability of the covered employee, employment, for the purpose of insurance, will continue during the elimination period.
- (4) The end of the period for which the covered employee has made any required contribution.

NOTICE OF CLAIM: The covered employee must notify the Campbell County School District Benefits Secretary about a claim during the elimination period or as soon as reasonably possible thereafter.

CLAIM FORMS: Campbell County School District will send the covered employee claim forms within 15 days after notice of claim is received. If Campbell County School District fails to send the forms within 15 days, the covered employee can send written proof of disability. Campbell County School District will also send the covered employee additional claim forms that must be completed over the course of disability. The initial claim form or proof must show:

- (1) The date disability started;
- (2) The cause of disability;
- (3) How serious the disability is.

The initial claim form or proof must be:

- (1) Signed by a physician; and
- (2) Sent to Campbell County School District within 90 days of the end of the Elimination Period.

Subsequently claims forms must be sent to Campbell County School District within 30 days after they are received by the covered employee.

The covered employee cannot start any legal action:

- (1) Within 60 days after the claim form or proof is sent; nor
- (2) More than 3 years after the claim form or proof is due.

PAYMENT OF CLAIMS: Subject to written proof of a loss, all accrued benefits for loss for which this Plan provide periodic payment will be paid monthly to the covered employee. Any balance remaining unpaid upon the termination of the period of liability will be paid on a pro-rata basis.

If any benefit under this policy becomes payable to:

- (1) The estate of the covered employee;
- (2) A covered employee who is a minor; or
- (3) A covered employee who is not competent to give a valid release;

Then the Campbell County School District may pay the benefit up to an amount not to exceed \$1,000 to:

- (1) Any relative by blood; or
- (2) Any person related by marriage;

who is deemed by Campbell County School District to be equitably entitled. Any payment made by Campbell County School District in good faith under provision will fully discharge Campbell County School District to the extent of the payment.

EXAMINATION: The Plan, at its own expense has the right to have a claimant examined:

- (1) Physically;
- (2) Psychologically; and
- (3) Psychiatrically;

to determine the existence of any total disability which is the basis for a claim. This right may be used:

- (1) As often as it reasonable required;
- (2) While a claim is pending

ASSIGNMENT: No assignment of any present or future right, or benefit under this Plan will bind it without its written consent.

WORKERS' COMPENSATION AND WORKMEN'S COMPENSATION AFFECTED: This Plan is not instead of and does not affect any requirement for coverage by Workers' Compensation Insurance and Workmen's Compensation Insurance.

TAXES: The proceeds an employee receives under a disability insurance policy are includable in the recipient's gross income for purposes for federal income taxes (withholding required), and are considered "wages" subject to social security (FICA) and federal unemployment tax (FUTA). After the expiration of six calendar months following the last calendar month in which the employee worked for the employer, proceeds are excluded from "wages" for FICA and FUTA purposes.

PLAN INFORMATION

The name of the Plan is: Campbell County School District Short-Term Disability Plan.

The name, address, and business telephone number of the sponsor of the Plan is:

Campbell County School District
1000 W. Eighth Street
P.O. Box 3033
Gillette, WY 82717-3033
(307) 682-5171

Employer Identification Number: 83-0210131

Plan Number: 0538338

The name, address, and business telephone number of the Plan Administrator is:

Larry Reznicek
Director of Human Resources
1000 W. Eighth Street
P.O. Box 3033
Gillette, WY 82717-3033
(307) 682-5171

The name, address, and business telephone number of person designated as agent for the service of legal process is:

Larry Reznicek
Director of Human Resources
1000 W. Eighth Street
P.O. Box 3033
Gillette, WY 82717-3033
(307) 682-5171

Campbell County School District hereby establishes a self-funded Short-Term Disability Plan for the benefit of eligible Employees and their dependents.

The purpose of the Plan is to provide reimbursement for covered charges incurred as a result of disability of the eligible Employees and their eligible dependents. Campbell County School District agrees to make payments as provided in this Plan.

This document constitutes the entire Plan.

Campbell County School District has caused this instrument to be executed by its duly authorized representative the 25th day of September, 1989. This instrument was amended by its duly authorized representative this 1st day of July, 2015.

Accepted

Director of Human Resources

Title

July 1, 2015

Date