

## ARTICLE XI

### FRINGE BENEFITS

#### **XI.1 Insurance Benefits**

The Board shall provide the following benefits for all full-time employees. Employees employed less than full-time, but at least 50% shall receive the benefits on a prorated basis.

##### **A. Term Life Insurance**

Term life insurance equal to two times the annual contract salary rounded to the nearest five hundred dollars (\$500.00).

##### **B. Group Hospitalization and Major Medical Coverage**

For the duration of this contract, the Board of Education will be responsible for paying the following percentages of health insurance premiums:

Plan	Employee	Employee + 1	Family
HMO	95%	80%	80%
PPO	85%	50%*	50%*

\*The percentage of the PPO premium paid by the Board of Education will be 70% for employee + 1 and family if the employee's date of enrollment in the plan was prior to December 31, 2001. Parties to a civil union and domestic partners shall be treated the same as spouses with respect to eligibility for insurance coverage to the extent permitted by the insurance carrier and the IRS rules.

1. For those employees electing single health insurance, the Board shall pay 100% of the monthly premium for single dental coverage. Those employees electing "employee+1" or "family" health insurance coverage will pay 100% of the premium for any dental coverage. The Board does not contribute toward this premium.
2. An employee may elect not to participate in these health insurance plans. If an employee waives in writing coverage under any of the group hospitalization and major medical insurance plans/programs offered by the Board, the employee shall be paid \$1,500.00 per school year (pro rata if less than a year).

3. The above provisions relative to life insurance and group hospitalization and major medical coverage shall be applicable through December 31<sup>st</sup> of each plan year.

**C. Flexible Spending Account (FSA)**

To the extent permissible by law, the District shall establish and maintain a comprehensive Flexible Spending Account plan that enables employees to make salary reduction contributions on a pre-tax basis for benefits such as:

1. Reimbursement for medical, dental and other health-related expenses to the extent not covered by insurance and incurred by the employee, the employee's spouse and/or the employee's dependents for this purpose, pre-tax dollars may not be used for expenses of any dependent who does not meet the IRS definition of a qualified dependent.
2. Reimbursement for qualified dependent care assistance (including both child care and elder care).
3. The election of benefits will be made during the enrollment period established by the Human Resources Department and shall be irrevocable for the balance of the calendar year. However, changes in the type of membership in the insurance program are permitted in accordance with the regulations of the group plan (i.e., for a qualifying change in status).
4. Employees who are employed for less than full-time but at least 50% of the time shall receive these benefits prorated.

**D. Liability Insurance**

The District shall insure against any loss or liability for employees by reason of death or bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts allegedly committed during the scope of employment or under direction of the Board of Education.

**E. Change in Insuring Companies**

Any change in the insuring companies or changes in coverage as negotiated by Teachers' Council shall be part of this contract and notice given to the Union within a week of the final passage by the Board. The parties agree that the health insurance from the Teachers' Council contract will be applicable and become part of this Agreement upon ratification.

#### **F. Insurance Committee**

The Union will have up to two (2) representatives on the District Insurance Committee.

#### **G. Workers' Compensation**

All school employees are protected under the Worker's Compensation Act in cases of injury or death incurred in line with the usual duties required of the school employee, as provided in the contract or other condition of employment.

If an employee, through no negligence of the employee's own, suffers an accident or illness resulting from assigned duties in school or in extracurricular activities under the direction of the Board of Education, the Board shall recompense the employee the difference between the amount paid by Worker's Compensation (66 & 2/3) and the amount of full compensation during the first thirty (30) calendar days, and no sick leave shall be charged. On the thirty-first (31<sup>st</sup>) calendar day and each day thereafter, compensation received will equal 66 & 2/3 of the employee's base salary. No benefit days may be used in conjunction with worker compensation payments.

#### **H. Insurance For Employees On Leave**

Insurance for employees on unpaid leave of absence will terminate at the end of the calendar month in which the leave commences. If a leave commences at the beginning of a school term, the insurance shall terminate on the preceding June 30<sup>th</sup>.

If permitted by the insurance carrier, the employee on a leave of absence may continue such insurance in full force and effect by the timely advance payment of all premiums to the Human Resource Office. In such event, the Board shall reinstate all benefits hereunder upon the resumption of employment, or upon July 1st of the calendar year in which leave terminates, whichever shall first occur, provided notice of intention to return to employment has been given as provided in Article IX in this Agreement.

If the employee on leave has not continued such insurance during the period of the leave, the Board shall reinstate all benefits hereunder upon the resumption of employment, or as provided in the preceding subparagraph, or as soon as the insurance carrier shall permit, whichever shall first occur.

#### **I. Insurance For Employees Not Returning To The District**