

ARTICLE VI

EMPLOYEE COMPENSATION AND FRINGE BENEFITS

6.1 Compensation Schedule

The compensation structure for the duration of this Agreement shall be as set forth in Appendix A.

6.2 Fringe 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 pro rata basis.

Term Life Insurance

Term life insurance equal to two (2) times the annual contract salary rounded to the nearest five hundred dollars (\$500.00) up to \$100,000.

Group Hospitalization and Major Medical Coverage

1. 95% of the premium for individual HMO coverage and 90% of the premium for individual PPO coverage will be paid by the Board of Education. 70% of the premium for family coverage will be paid by the Board of Education for family coverage other than the Blue Cross Blue Shield PPO. With respect to Blue Cross Blue Shield Family PPO coverage, the Board of Education will pay 70% of the premium for those who participated in the PPO before December 31, 2001 and 50% of the premium for those after December 31, 2001.

To the extent permitted by the individual health plans, domestic partners shall be treated the same as spouses with respect to insurance coverage opportunities.

To the extent permissible by law, the District shall establish and maintain a comprehensive Section 125 plan that enables employees to deduct income, on a pre-tax basis, for benefits such as:

- a) Premiums for single or family coverage for medical, dental and other qualified insurances, to the extent that the Board does not pay such premiums;
- b) Reimbursement for out-of-pocket medical, dental and other health-related expense to the extent not covered by insurance and incurred by the employee, the employee's spouse and/or the employee's dependents;
- c) Reimbursement for qualified dependent care assistance (including both child care and elder care).

This plan shall comply with Section 125 and other applicable provisions of the Internal Revenue Code.

Any employee selecting single health coverage is also eligible to receive single dental coverage paid by the Board.

2. If an employee waives coverage in writing under any of the group hospitalization and major medical insurance plans/programs offered by the Board, the employee shall be paid \$900 per school year (pro rata if less than a year). If necessary in order to implement this provision, a plan document will be prepared by the Board to comply with Section 125 and other applicable provisions of the Internal Revenue Code, as amended. The specific terms and conditions for participation in the Section 125 plan, if needed, shall be as specified in the plan document.
3. The election of benefits shall be made during the enrollment period established by the Board and shall be irrevocable for the balance of the school 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 pro/rata.
5. Employees covered by this Agreement shall be eligible to participate in the Board's dental insurance program at their own expense, subject to the same terms and conditions, which are applicable to Board employees generally, including any changes or modifications, which may be made from time to time.

The above provisions relative to life insurance and group hospitalization and major medical coverage shall be applicable through December 31 of each year.

Liability Insurance

The Board will provide liability insurance against any loss of employees by reason of death or bodily injury and property damage claims and suits. This also includes 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.

Change in Insurance Companies

Any change in insuring companies or changes in coverage as negotiated by the Teachers' Council shall be part of this contract and notice given to the Union within a week of the final passage by the Board.

Insurance Committee

The Union will have one (1) representative on the District Insurance Committee.

Worker's Compensation

1. 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 employee's contract or other condition of employment.
2. If an employee, through no negligence of the employee's own, suffers an accident or illness resulting from the employee's 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. Worker's Compensation will pick up after 30-calendar days and in no event shall a Bargaining Unit Employee's total compensation, net taxes, under worker's compensation exceed what would have been earned absent the injury.

Insurance for Employees on Leave

1. Insurance for employees on unpaid leave of absence will terminate at the end of the calendar month in which the leave commences, provided if a leave commences at the beginning of a school term, the insurance shall terminate on the preceding June 30th.
2. If permitted by the insurance carrier, the employee on 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 VII of this Agreement.
3. 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.

Annuities and Mutual Funds

Employees may purchase tax sheltered annuities. The Chief Financial Officer shall withhold and deposit funds in the amount and with the company selected by the employee from the list of annuities accepted each year by the District.