

**ARTICLE TWELVE
INSURANCE**

- A. **Coverage:** The Board shall provide, without cost to each employee, Group Term Life Insurance equal to one and one-quarter (1 1/4) times the employee's annual salary, rounded to the next higher multiple of one thousand dollars (\$1,000), subject to a minimum of seven thousand dollars (\$7,000) and a maximum of fifty thousand dollars (\$50,000). The employee shall have the option of purchasing at their own expense through payroll deduction, an additional amount of "Group Term" Life Insurance ranging from one and one-quarter (1¼) time the employee's annual salary, up to five (5) times the employee's annual salary or one million dollars (\$1,000,000), whichever is less (medial underwriting may apply above the guarantee issue amounts) in accordance and subject to the provisions of the group life insurance policy equal to that provided by the Board.
- B. **Premium Amount:**
1. The Board shall pay the following premiums for individual employees health and dental insurance for the life of this contract.
 - a. For employees that elect dental insurance, the Board shall provide a maximum of \$10.80 per month towards the elected dental insurance in accordance with the term and schedule of benefits currently in effect.
 - b. The Board agrees to pay 100% of the health insurance premiums for the Health Care Premier Plus Plan (High Option HMO), Premier Plan (Low Option HMO), and Consumer Driven Plan coverage for the individual employee for the term of this agreement. Employees wishing to participate in the Premier Plus Plan must complete wellness initiatives and timelines as recommended by the Superintendent's Insurance Advisory Committee. Personal Health Information (PHI) that is gathered from the wellness initiatives are protected by the Health Insurance Portability Accountability Act (HIPAA). Employees shall not be denied health insurance due to results of participating in the wellness initiatives.
 - c. All new employees may elect to enroll in a Board-offered plan of their choice subject to conditions for enrollment in such plan.

- d. After the Board has entered into a contract(s) with one or more vendors to provide group health insurance to bargaining unit members, benefit levels and premiums will be reviewed and established annually. Nothing herein, however, waives the right of either party to negotiate the terms and conditions of insurance. Either party may demand negotiations through the Superintendent or designee to amend benefit levels for the specific purpose of cost containment, (e.g., co-payments, deductibles, etc.) or benefit improvements.
- e. An employee eligible for health insurance may voluntarily decline such insurance. Beginning in the 2014 Open Enrollment Period, an employee declining medical insurance shall be required to sign an affidavit indicating other medical coverage and provide proof of other medical insurance during the open enrollment period each year. Employees shall be responsible to maintain proof of continuing medical insurance. Employees choosing not to participate in the School Board of Broward County's medical health insurance program shall be reimbursed at a rate of seven hundred fifty dollars and no cents (\$750.00) per year (opt-out dollars) only if such proof is provided. If employee does not provide proof of other medical insurance, then employee will not be reimbursed any opt-out dollars. Said opt-out dollars shall be deposited into the employee's cafeteria plan and those opt-out dollars may be used in a manner consistent with the provisions of said plan. The parties mutually agree to discuss the opt-out plan as it pertains to premiums for other coverage.

C. **Disability Insurance:** The Board shall provide without cost to each employee a core disability plan in accordance and subject to the terms and benefits in effect in the insurance policy. The employee shall have the option of purchasing at their own expense through payroll deduction, an enhanced disability plan.

D. **Liability Insurance:** The Board shall provide Liability Insurance at no cost to employees in the amount of five hundred thousand dollars (\$500,000) for each employee in case of suit arising from or in the performance of the employee's duties.

E. **Annuity Programs:** The Board shall make available to all employees through payroll deduction, tax deferred annuity programs with companies, which qualify and are approved under guidelines and criteria established by the Board.

- F. **Rate Increase:** Written notice of any rate increase in health and dental insurance for dependents coverage shall be provided to each employee within ten (10) days of the date the increase is made known to the Board.
- G. **Group Insurance Program:** Employees with a minimum of Six (6) of years service with the Board retiring prior to Medicare eligibility may elect to remain in the Group Insurance Program until they become eligible for Medicare; rates applicable to the entire group; the cost of such insurance shall be borne by the retiree, except that the Board shall provide without charge for the collection and remittance of premiums for such insurance. Applications must be submitted within thirty (30) days of retirement.
- H. **Cafeteria Insurance Program:** The Board agrees to provide a cafeteria insurance program to all full-time bargaining unit members including those on Board-approved paid leaves with the exception of sick leave or disability leave. Part-time unit members and members on unpaid Board-approved leave are not eligible to participate in the program. The following criteria shall apply to the granting of cafeteria insurance benefits:
1. The Board will provide twenty-five dollars (\$25) per month not to exceed three hundred dollars (\$300) per employee per fiscal year. Employees hired after the commencement of the fiscal year, shall receive twenty-five dollars (\$25) per month for each full month of employment.
 2. Employees on a Board-paid leave that provides less than 100 percent salary shall receive a percentage of the twenty-five dollar (\$25) per month cafeteria payment equal to the percentage of their salary while on leave.
 3. The specific benefit components of the cafeteria program shall be contained in a booklet, which shall be distributed electronically to all eligible unit members or maintained on the Benefits website.
- I. The parties agree to eliminate enrollment in the fourth tier dependent rate which is identified in insurance documents as the "children (both spouses School Board employees employed in the same plan)" effective at the conclusion of the open enrollment period (November, 1994) for the 1995 insurance plan year. Employees enrolled in the fourth tier prior to the date indicated above may remain in this tier until the time their employment with the School Board ends. Once all of the affected employees have left the employment of the Board, the fourth tier shall be eliminated.

J. **Employee Reimbursement:**

1. If employees are attacked or assaulted, victims of theft or vandalism in the course of employment, the Board will insure or otherwise reimburse such employees for any loss, damage or destruction of clothing or personal property up to two hundred fifty dollars (\$250) per employee per school upon verification to the supervisor, unless the employee is otherwise reimbursed.
2. **Automobile Vandalism:** If an employee's vehicle is damaged as a result of vandalism while on a work location, the employee will be reimbursed for the damage in the amount of their automobile insurance deductible not to exceed five hundred dollars (\$500) when there is reasonable cause to believe that the act of vandalism was caused on such property.
3. Any individual submitting a fraudulent claim under this provision shall be subject to disciplinary action up to and including termination. The Board's maximum liability under this section is seven thousand dollars (\$7,000) annually.