

**ARTICLE 13
INSURANCE PROTECTION**

13.1 Health and Welfare Trust

13.1.1 The District and the Association agree to continue participation in the School District No. 1 Health and Welfare Trust per the Trust Agreement as adopted November 9, 1972, and any amendments thereto.

13.1.2 Subject to the qualifications stated below, the monthly District contribution to the Trust toward the costs of health insurance benefits, including medical, dental, vision, prescription drug, and group term life insurance, and associated administrative costs and Trust reserves for full-time professional educators, and their eligible dependents and domestic partners is as follows:

13.1.2.1 The District shall contribute for full-time eligible professional educators and their eligible dependents and domestic partners ninety-three percent (93%) of the PAT composite premium.

13.1.2.2 The professional educators shall pay any remaining amount of the PAT composite premium as a payroll deduction. Such payments shall continue to be paid as a tax-sheltered employee deduction as permitted by IRS regulations.

13.1.2.3 Group term life insurance with accidental death and dismemberment (AD&D) shall be provided with a benefit of \$50,000. Professional educators covered by health insurance benefits shall have the ability to purchase additional coverage by payroll deduction.

13.1.3 Long Term Disability

All eligible professional educators must enroll in Long Term Disability (LTD) coverage. The Association shall be responsible for setting the eligibility and plan requirements. The full premium cost of the LTD plan shall be paid by the professional educators.

13.1.4 Insurance Coverage

Professional educators may opt out of medical, dental, vision, prescription drug benefits, and additional life insurance. Neither the District nor the professional educator shall make payments to the Trust for those who opt out. However, these professional educators shall be enrolled in the \$50,000 group life insurance with AD&D at the District's expense and in the LTD plan at the professional educator's own expense. ~~This opt out provision shall expire one year after the successor to this Agreement is ratified. However, the change will not be implemented until the start of the first plan year thereafter.~~¶

13.1.5 The benefits in existence on the date of execution of this Agreement, including the provisions identified in Appendix F, shall be maintained by the District for the full term of this Agreement, except if mandated by a new state insurance plan.

13.1.6 The District shall make this contribution from September through August of the school year. As used in this Paragraph, the words "through August" refer to the payment made by the District in early August, even though the professional educator contributions remitted by the District for such payment may have been deducted from July payroll checks. Before such payment per month, as indicated above, is required with respect to a professional educator, the Trustees shall certify to the District that the professional educator (himself or herself) has such medical/hospitalization coverage through the Trust. A full contribution shall be made by the District for professional educators having a work schedule of seventy-five percent (75%) or more of a full-time professional educator. The District shall make a contribution of fifty percent (50%) of the composite rate for professional educators having a work schedule of fifty percent (50%) up to seventy-five percent (75%) of a full-time professional educator.

Article 13 – District Proposal - 1/31/23

13.1.7 For temporary professional educators, the District shall make a contribution to the Health and Welfare Trust in accordance with 13.1.2 for two (2) months following the end of the standard work year, as defined in Section 6.2, if the temporary professional educator(s):

13.1.7.1 worked at least half-time, and worked at least half of the contract year, and finished the contract year in a bargaining unit position; or

13.1.7.2 worked at least half-time and is retained in a bargaining unit position for the following school year.

13.1.8 Professional educators on unpaid leave of absence shall not suffer loss of benefit in excess of the period of time not worked during the regular work year. If paid leave extends up to the beginning of winter, spring and/or summer recess periods, such recess periods shall not count as time not worked.

13.1.9 The District shall assure the continuation of a tobacco abatement program, through the Health and Welfare Trust, for professional educators and their families.

13.2 Liability Insurance

The District shall provide, on a fully paid basis, bodily injury, liability and property damage insurance coverage, to the limits carried by the District for the use of automobiles owned, leased or hired by a professional educator while in the normal course of his/her duties as an employee of the District. This coverage shall apply only as excess insurance over and above other valid and collectible liability insurance carried by the professional educator. The District may require as a condition to this coverage that before the vehicle is used on District business, the professional educator provide a license of insurance showing that he or she has at least the minimum amount of insurance required to license a vehicle in the State of Oregon. The District will reimburse the professional educator for any deductible cost the professional educator is required to pay, as a result of an on-duty accident, not to exceed five hundred dollars (\$500). Reimbursement will not be made if the professional educator is convicted of or admits to driving under the influence of intoxicants or with a suspended license.

13.3 Professional Association Insurance Program

The District shall recognize the rights of the Association to select carriers of insurance programs where membership in said program is contingent upon membership in the Association. Subject to the mechanical limits of the District's payroll system, the District shall make available payroll deductions for professional educators participating in such insurance programs.

13.4 The District will continue the I.R.C. Section 125 Flexible Benefit Plan during the term of this Agreement.

13.5 Domestic Partners

Insurance coverage for same sex and opposite sex domestic partners shall be provided the same as spousal benefits. The definition of domestic partner is included as Appendix C.

13.6 Employee Assistance Program (EAP)

The District shall continue to provide an Employee Assistance Program (EAP) that allows each professional educator to refer themselves confidentially to the EAP provider.