

## **SECTION 8.10 - INSURANCE BENEFITS**

- A. All insurance programs shall be offered in the District through a 501(c)(9) VEBA Trust (hereinafter "Trust"), unless otherwise expressly provided. For the term of this Agreement, there shall be six (6) trustees, three (3) of whom are to be appointed by the District and three (3) by the Association. The length of the appointment, responsibilities, and powers of the trustees shall be determined by the Trust document, provided the trustees shall have no authority to act in violation of this Section.
- B. In keeping with the powers and responsibilities as described in the Trust document, the funding available from the District and/or plan participants, and this Section, the Trustees shall determine the benefits to be provided and the contributions required of plan participants.
- C. An enrollment period for continuing employees shall be from October 20 through November 15 each year, provided that the Trustees may extend this period or add other open enrollment periods. New employees shall elect insurance coverages within thirty (30) days of employment (commencing from the first actual working day). All enrollment procedures shall be handled through the Human Resources Department. It is the responsibility of the employee to notify the Human Resources Department of changes in dependent statuses, addresses, and other relevant information.
- D. During the term of this Agreement, the District shall monthly pass-through to the Trust an amount equal to the State-funded monthly insurance dollar amount times the number of employees, on an FTE basis, represented by the Association. If the parties are unable to agree on the amount of said pass-through, the subject shall be treated as a negotiable matter rather than a contractual matter and the District's pass-through commitment will be deemed null and void except as may be agreed in subsequent negotiation.
- E. This Section may be reopened by either party in the event: (1) the Trust is dissolved; (2) the terms of this Section do not comply with law; or (3) the Legislature removes or eases compensation or benefit limitations.
- F. The District shall pay the retiree subsidy required by the State to the Health Care Authority. Provided the Benefit Trust maintains employee contribution rates for premium payments at an amount equal to or less than the rates of 2009, then the District shall also contribute to the Trust an additional \$200,000 for the 2009-10 school year to assist the Trust in stabilizing employee contribution rates. If the Trust fails to maintain rates, as above, the parties will negotiate the use of the \$200,000.

## **SECTION 8.11 - HIGH SCHOOL DEPARTMENT HEADS**

Employees selected by the District to serve as high school department head shall receive stipends of two hundred ninety-five (\$295) per full-time equivalent (FTE) employee assigned to their department. The minimum stipend for any department head shall be one thousand five hundred dollars (\$1,500).

## **SECTION 8.12 - SUPPLEMENTAL DAYS/EXTENDED WORKYEAR**

The District may offer a supplemental contract to employees having additional assignments due to the nature of their job position. The employee's supplemental contract duties may be fulfilled by working on days other than the normal work year or additional hours accumulated during the normal work year.

Payment shall be at the employee's contract hourly rate of pay (regular salary  $\div$  184  $\div$  7.5). Employees whose supplemental contract requires them to start work prior to the effective date of a contract shall nevertheless be considered to be working under the new contractual agreement.