

<b>POLICY</b>	<b>9210</b>
	<b>Adopted: August 22, 2006</b>
	<b>Revised: June 7, 2011</b>
	<b>Revised: July 10, 2012</b>
	<b>Revised: April 9, 2013</b>
	<b>Revised: April 8, 2014</b>
	<b>Revised: July 5, 2016</b>
	<b>Revised: May 9, 2017</b>
<b>Revised: June 6, 2023</b>	
<b>Personnel &amp; Negotiations</b>	

**SUBJECT: INSURANCE FOR NON-UNIT EMPLOYEES**

The Board endeavors to provide adequate and competitive insurance benefits to its non-unit employees, while ensuring that such employees pay a fair share of the cost of such benefits. The following policies apply to non-unit employees' insurance benefits:

*Health Insurance*

Effective July 1, 2012, the BOCES will pay eighty-four percent (84%) of the premium for either individual or family health care coverage.

Effective July 1, 2012, non-unit staff members who are a part of the Supervisors-Administrators-Managers (SAM) group will pay eighteen percent (18%) of the premium for either individual or family coverage and the BOCES will pay eighty-two percent (82%) of the individual or family premium.

Effective July 1, 2013, the BOCES will pay eighty-two percent (82%) of the premium for either individual or family health care coverage for all non-unit employees.

If a non-unit employee is eligible for health insurance coverage, but elects not to participate in the health care plan, s/he will receive an annual stipend to be paid in lieu of insurance coverage. The amount of the stipend will be dependent on the employee's full-time work equivalent (FTE) and the amount of time the employee opted out of the insurance during the school year. Effective July 1, 2023, the The non-prorated amounts of the annual stipend shall be twenty-five percent (25%) of the applicable five thousand five hundred dollars (\$5,500) for family employee plus spouse and child(ren), employee plus spouse or employee plus child(ren) coverage. Effective July 1, 2023, the non-prorated amount of the annual stipend shall be two thousand two hundred fifty dollars (\$2,250.00) for individual premium coverage. Such stipend will be capped at five thousand dollars (\$5,000.00). However, employees who are eligible for individual coverage who have elected not to participate in the health care plan prior to July 1, 2017 will be eligible for a stipend in the amount of four thousand dollars (\$4,000.00).

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If the employee subsequently elects to participate in the health plan during the fiscal year, the stipend will be reduced on a pro-rated basis. The payment of the stipend will be included in the paycheck paid at the end of the fiscal year. An employee electing this option shall provide the BOCES with proof of health care coverage elsewhere and shall sign a waiver of health care coverage form.

*Health Reimbursement Account/Other Insurance Benefits*

Non-unit staff members will be provided with the following monies that may be used for various benefits:

Allotment: Effective July 1, 2010 2023, non-unit staff members who are eligible for family employee plus spouse, employee plus child(ren) or employee plus spouse and child(ren) health insurance coverage will be allotted one thousand three hundred fifty eighty dollars (\$1,350 \$1,380) yearly. Effective July 1, 2010 2023, those eligible for individual health insurance will be allotted nine hundred fifty eighty-four dollars (\$950 \$984) yearly.

One Time Selection: Newly-hired non-unit staff members will make such elections within one month of employment by the BOCES. The Superintendent or designee may, in his discretion, designate an “open enrollment” period during which non-unit employees may make a change in such insurance coverage.

Available Benefits: Dental Insurance, Optical Insurance, Disability Insurance, and IRC Section 105 Account (Health Reimbursement Arrangement – HRA)

Choices: Non-unit staff members can choose the available benefit packages that best suit their needs. However, there will only be a one-time selection (except as provided above). If there are not enough monies available in a non-unit member’s account, the non-unit staff member will be responsible for paying the remainder of the applicable insurance premium.

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IRC Section 105 Account (Health Reimbursement Arrangement – HRA): Effective July 1, 2009, the BOCES shall maintain an Internal Revenue Code (IRC) Section 105 account for each non-unit staff member who elects to have the monies stated above placed in such an account or who has such monies remaining after purchasing dental, disability, and/or optical insurance. The BOCES shall be responsible for the administration of said account.

Effective July 1, 2010, the BOCES shall establish debit cards for payment of qualified unreimbursed medical expenses incurred or paid within the operative fiscal year, as said expenses are defined below. The BOCES shall select the third-party administrator (TPA) for the debit card system and reimbursement of such qualified expenses. In lieu of the use of a debit card, a non-unit staff member may elect to submit claims to the TPA for reimbursement of such qualified expenses in accordance with procedures and practices of the TPA.

A non-unit staff member may be reimbursed, subject to the availability of funds in his/her account, only for unreimbursed medical expenses incurred on his/her own or his/her dependents' behalf for expenditures for routine and extraordinary physical, mental and dental examinations, surgery, psychiatric care, hospitalization, prescription drugs, vision care, therapeutic, orthopedic and prosthetic aids and devices and for any other expense that is considered to be for medical care as said term is used in Section 105(h) of the Internal Revenue Code.

Expenses incurred before a non-unit staff member is eligible to participate in the IRC section 105 plan shall not qualify for reimbursement.

Unexpended funds in an account shall accumulate and shall be carried over from one fiscal year to the next.

Resignation: The account of a non-unit staff member who resigns from employment (other than for the purpose of retirement) will be maintained for one (1) calendar year after the effective date of the non-unit staff member's resignation. If the former non-unit staff member fails to exhaust such monies in the one (1)-year period, then such amount will revert back to the BOCES.

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*IRC Section 125 Flexible Spending Account*

An Internal Revenue Code Section 125 flexible benefit plan will be maintained for non-unit employees. The individual accounts of non-unit employees will be funded by annual salary deferrals in amounts to be determined by individual employees who elect to participate. Employees may deduct up to the maximum allowed by federal law. Such funds may roll over from year to year in accordance with federal law.

The qualified uses of the plan will be as determined by BOCES set forth in the plan document. Payments under the plan shall be made by a third-party administrator (TPA) selected by the BOCES. The TPA will provide debit cards to non-unit employees to provide access to their 125 accounts. Such monies will be accessed prior to accessing the monies maintained in an employee's 105 account. The BOCES shall pay the costs for the administration of the plan.

*Part-Time Benefits*

BOCES' contribution for health insurance benefits and the dental/optical/medical reimbursement plan for part-time employees shall be on a pro-rated basis for non-unit employees who are employed for more than a 50% full-time equivalent status. Health insurance benefits and dental/optical/medical benefits shall be prorated on the basis of a full-time equivalent employee in accordance with the following schedule:

<b>Full-Time Equivalent</b>	<b>BOCES' Contribution Share</b>
Fifty-one percent (51%) to seventy-five percent (75%)	Seventy-five percent (75%)
Above seventy-five percent (75%)	Eighty-seven percent (87%) of the BOCES' share effective July 1, 2009
	Eighty-six percent (86%) of the BOCES' share effective July 1, 2011

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*Death of an Employee*

In the event of the death of an employee enrolled in the BOCES-provided health insurance, coverage for any surviving dependents shall be continued for two (2) months beyond the last month for which the BOCES has paid the premium for the deceased employee. Continued coverage shall be provided at no cost to the survivor(s) for two (2) months. After the two (2) month extension of coverage has been paid for by the BOCES, the entire cost of coverage shall be paid for by the survivor(s). Coverage for a surviving spouse and dependent children shall continue as required by COBRA.

Additionally, if an employee dies while in active employment and such death occurred while the employee was in the scope of his/her employment such that it is covered by Workers' Compensation, the BOCES shall make a lump sum payment to the employee's estate for his or her unused, accumulated sick days at death. Such payment shall be calculated by multiplying half of the unused, accumulated sick days at death multiplied by the employee's per diem rate at death. In no case shall this payment exceed fifty-three thousand dollars (\$53,000).