

Welcome to Jefferson County Public Schools

Jefferson County Public Schools (JCPS) strives to provide a total compensation package – benefits and pay – that our employees and their families can depend upon.

Our comprehensive benefits range from services you may need at any time, such as medical, dental and vision coverage to retirement through various tax-sheltered annuity selections and the Commonwealth of Kentucky retirement plans.

This manual is meant to serve as a general resource to assist you in understanding the benefits available to you as an employee of the Jefferson County Public Schools. Your actual benefits will depend upon your employment status and employment date. This manual does not constitute a contract of employment or a guarantee of future benefits.

Disclaimer: All effort has been made to provide complete and accurate information within this manual. However, in the event of a discrepancy between this manual, Jefferson County Board of Education policy, federal or state regulation, actual plan documents or union/association contracts, those documents will govern and not the *Benefits Manual*.

Benefits Contact List

Title	Name	Employee Groups	Phone Number
Director Risk Management and Benefits	<u>Pam Taylor</u>	All	485-3168
Specialist	<u>Nicki Pfeider</u>	All	485-3168
Assistant Benefits Counselor, and Standard Voluntary Life	<u>Terri McGill</u>	Food Service, Plant Operators, High School Teachers, Teachers (Other Schools), OT/PT	485-3435
Benefits, ADA, and Unemployment Counselor,	<u>Debbie Weck</u>	Benefits -JCAESP, Middle School Teachers, Headstart, All ADA	485-6396
Assistant Benefits Counselor and TSA's	<u>LaDonna Roser</u>	SEIU, Elementary Teachers	485-3945
Benefits and Workers Compensation Counselor	<u>Kristen Hennig</u>	Benefits - Certified and Classified Administrators, Teamsters, Instructor III, All Workers Comp	485-6395
Clerk	<u>Mary Lou Browning</u>	All	485-3436
Fax Numbers			485-3836, 485-6256
E-mail Questions	Appropriate Counselor or <u>Benefits, JCPS</u>		

Benefits Service Directory

For this information:	Call:
Health-Care Plan	
<ul style="list-style-type: none"> Payroll-deduction questions 	Payroll Department at 485-3245
<ul style="list-style-type: none"> Health-care claims or benefit coverage 	The telephone number on the back of your health-care identification card
<ul style="list-style-type: none"> To add and/or delete dependents or other questions regarding a change of coverage 	Your JCPS Benefits counselor
<ul style="list-style-type: none"> To verify coverage with the Commonwealth of Kentucky 	The Health Insurance Help Line at 1-888-581-8834
Life Insurance Programs	
<ul style="list-style-type: none"> Payroll-deduction questions 	Payroll Department at 485-3248
<ul style="list-style-type: none"> State-provided coverage 	Your JCPS Benefits counselor
<ul style="list-style-type: none"> JCPS-provided coverage 	Your JCPS Benefits counselor
<ul style="list-style-type: none"> Conversion 	Your JCPS Benefits counselor
<ul style="list-style-type: none"> To file a death claim 	JCPS Benefits Specialist at 485-3168
<ul style="list-style-type: none"> Optional term life 	Standard Life at 458-0122 (Reisert & Associates) Metlife Plan at 458-0122 (Reisert & Associates)
<ul style="list-style-type: none"> Optional whole life 	Boston Mutual at 238-7252 (Creative Employee Benefits)
<ul style="list-style-type: none"> Optional Accidental Death and Dismemberment 	Standard Life at 458-0122 (Reisert & Associates)
Disability Insurance Programs	
Payroll-deduction questions	Payroll Department at 485-3248
JCPS-provided long-term disability	Your JCPS Benefits counselor
Optional long-term care	Life Investors at 855-3490 (National Health Administrators)
Optional short-term disability	Colonial at 238-7252 (Creative Employee Benefits) American Fidelity at 1-800-934-8030
Optional supplemental health	Colonial at 238-7252 (Creative Employee Benefits)
Other Optional Insurance Programs	
<ul style="list-style-type: none"> Auto/Home 	Metlife at 1-800-438-6388
<ul style="list-style-type: none"> Cancer 	American Fidelity at 1-800-934-8030 Colonial at 238-7252 (Creative Employee Benefits)
<ul style="list-style-type: none"> Dental 	Delta Dental at 458-0122 (Reisert & Associates) Assurant Dental at 458-0122 (Reisert & Associates)

	Associates)
• Vision	EyeMed at 458-0122 (Reisert and Associates)
• Legal Services	Hyatt Legal at 1-800-821-6400
Retirement Plans	
• CERS (County Employees Retirement System)	1-800-928-4646
• KTRS (Kentucky Teachers' Retirement System)	1-800-618-1687
Classroom Teachers Federal Credit Union – Class Act	
• Payroll-deduction questions	Payroll Department at 485-3248
• Credit Union	Class Act at 964-7575
Flexible-Spending Accounts, Dependent Care Accounts, & Health Reimbursement Accounts (FSA's & HRA's)	
• Payroll-deduction questions	Payroll Department at 485-3245
• Questions regarding your account(s)	Department of Employee Insurance at 1-888-581-8834
Tax-Sheltered Annuity Programs	
• Payroll-deduction questions	Payroll Department at 485-3248
• 403b plans	Various carriers (refer to JCPS Web site for current list)
Deferred Compensation Programs	
• Payroll-deduction questions	Payroll Department at 485-3248
• 401k or 457 plans	Kentucky Public Employees Deferred Compensation Authority at 1-800-542-2667

I. EMPLOYMENT CLASSIFICATIONS

Your eligibility for various benefits described in this *Benefits Manual* may depend upon your employment classification. The employment classifications referred to in this manual are described below.

Classified employees

Classified employees of the Jefferson County Board of Education are those who are **not** required to have teaching certification for their position.

Full-time

Classified employees who work 20 or more hours per week and are not in a part-time position are considered to be **full-time** classified employees.

Part-time

Classified employees who work on a temporary, seasonal, or substitute basis are considered to be **part-time** classified employees.

Certified employees

Certified employees of the Jefferson County Board of Education are those who hold certificates for their position.

Full-time

Certified employees who work a full school term and whose employment requires 70 percent or more of the school day (five hours per day) or month are considered to be **full-time** certified employees.

Part-time

Certified employees who work on a temporary, seasonal, or substitute basis are considered to be **part-time** certified employees.

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II. TUBERCULOSIS EXAM

Purpose: In accordance with Kentucky State Board of Education Regulation 48.011, each employee, whether certified or classified, is required to have a tuberculosis examination upon initial employment.

Cost: Paid in full by Jefferson County Board of Education when test is performed by Board-approved physician, otherwise, at employee's expense

Tuberculosis testing

All personnel working in the District are required to have a TB test within 15 days of their employment date. The Personnel Department will give you a Request for Tuberculosis Examination card. The name of the Board-approved physician will be on this card.

Should you test positive and require an X-ray following this test, you may obtain the X-ray free of charge by going to the clinic listed on the reverse side of your Request for Tuberculosis Examination card.

Test results

In either case — whether you use the Board-approved physician or another health care provider for TB testing services — your test results must be reported to the Personnel Department on the Request for Tuberculosis Examination card.

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III. PAID TIME-OFF BENEFITS

Eligibility: available to all full-time employees of the Jefferson County Board of Education. (Accrued during 90 workday probationary period, but not eligible for pay out until after probationary period completed).

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3.01 EMERGENCY LEAVE DAYS

Emergency Leave days

Eligible employees will be credited with two (2) days of paid Emergency Leave days each year. Emergency Leave days are not accumulated from year to year.

Approved Emergency Leave days

Emergency Leave days will be granted only for absences due to the following:

- The death or funeral of a blood relative or a relative by marriage, or
- Emergency situations resulting from natural disasters (e.g., a tornado or a flood). Requires approval from the Executive Director of Human Resources

Applying for Emergency Leave days

Application forms for Emergency Leave days are available in the office of the principal or cost center head. If you are requesting Emergency Leave days due to the death of a relative, you will need to state your relationship to that person. If you are requesting Emergency Leave days for a situation resulting from a natural disaster, you will need to briefly describe the situation. Any Emergency Leave days taken as a result of a natural disaster are required to have approval by the Executive Director of Human Resources.

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3.02 PERSONAL LEAVE DAYS

Personal Leave days

Eligible employees will be credited with three (3) days of Personal Leave each year. Personal Leave days do not accumulate from year to year. Any Personal Leave days not used at the end of the fiscal year will be converted to Sick Leave days.

Approved Personal Leave days

Personal Leave days may be taken at your discretion if approved by your immediate supervisor or appropriate administrator, on the basis that your absence will not interrupt or impede the work program.

Applying for Personal Leave days

Application forms for Personal Leave days are available in the office of the principal or cost center head.

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3.03 SICK LEAVE DAYS

Sick Leave Day accrual

The amount of Sick Leave days available to you is based on your employment classification as shown below:

Employment Classification	Annual Sick-Day Accrual
Full-time certified and classified employees.	10 to 12 days per year dependent upon work-year calendar.
Half-time, certified teachers	Ten half-days per year.

Approved use of Sick Leave days

You may be paid for Sick Leave days if:

- you present a personal affidavit or a certificate from a reputable physician stating that you or a member of your “immediate family”¹ was ill on the day or days absent, **and**
- you have not exhausted your current Sick Leave day accumulated balance.

Accumulation of unused Sick Leave days

Unused Sick Leave days will accumulate from year to year. This includes any unused Personal Leave days, which are converted to Sick Leave days at the end of each fiscal year.

Upon retirement you will receive 30 percent of your unused accumulated Sick Leave days (calculated on the last day of employment) as a cash payment (less appropriate deductions) up to the number of days accumulated on the 30th year of service in your retirement system. The cash payment shall be calculated using the daily rate of your last year of service.

Should your balance of unused Sick Leave days fall below the number reached at the 30th year of service, you can continue to accrue Sick Leave days and will be paid up to a maximum of that reached in the 30th year.

Other benefits

When you are sick or disabled, you may qualify for benefits from other programs described in this *Benefits Manual*:

- The Long-Term Disability Insurance Plan, which is paid in full by the Board (see “Basic Benefits”);
- The optional Supplemental Health Insurance plan, which is paid in full by employees who elect this coverage (see “Fringe Benefit Pool.”)

¹ *Immediate Family* means the employee’s spouse, child(ren), including step-child(ren), parent(s), and spouse’s parent(s) without reference to the location of residence of said relative. Effective July 1, 2002, foster children are included as immediate family.

Voluntary Sick Leave Bank/Donation Program

A Sick-Leave Bank/Donation Program is available to employees. Teachers should contact the Jefferson County Teachers Association at **454-3400** for information. All other employees wanting information should contact the executive director of Human Resources at **485-3012**.

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3.04 VACATION DAYS

Eligibility

You are eligible to earn paid Vacation days if you are a full-time, 12-month (260 day, or 208/209 day – 4 days per week/10 hours per day) employee of the Jefferson County Board of Education.

Paid Vacation days are not available to less-than-260-day employees (except for 208/209 full time employees – 4 days per week/10 hours per day); part-time, seasonal, substitute, temporary, probationary, and summer employees.

Maximum earned Vacation days

Based on your years of continuous employment with the Jefferson County Board of Education, 260 day employees can earn the following maximum number of Vacation days per year:

Years of Continuous Employment	Days earned per month	Maximum earned vacation days	maximum days you may accrue:
Zero up to 1 year	.8334	10 days per year	20 days
After One & up to 10 years	1.2500	15 days per year	30 days
After 10 or more years	1.6667	20 days per year	40 days

208-209 day (4 days per week, 10 hours per day) full time employees earn the following maximum number of vacation days per year:

Years of Continuous Employment	Days earned per month	Maximum earned vacation days	maximum days you may accrue:
Zero up to 1 year	.6667	8 days per year	16 days
After One & up to 10 years	1.0000	12 days per year	24 days
After 10 or more years	1.3333	16 days per year	32 days

Monthly vacation credits

You will earn vacation for each month of employment during which you are paid by the Board for more than one-half of the total days in that month. Vacation earned is updated after the last payroll of the month.

For example, Vacation days earned for the month of August will be reflected in your accumulated Vacation the first check in September. An employee absent without pay for one-half of the month will not earn Vacation leave for that month.

Your monthly accumulated total cannot exceed more than two times the earned annual rate. For example, an employee who earns 15 Vacation days annually cannot have an accumulated balance of more than 30 Vacation days in any month.

You will receive one year of credit for each year of employment determined by your hire date.

****Vacation update program revised January 2010 to include accruals for 4 day employees.**

Transfers (affect on accrued vacation)

If you transfer to or from one department or division to another **without** losing your status as an eligible employee, your continuous employment and your right to accrue Vacation credits will not be interrupted.

Approved vacations

Subject to approval of your immediate supervisor, you may take up to a maximum of 25 consecutive days of your accumulated vacation.

To request Vacation days, you must complete a Vacation Request form, which can be obtained in the office of the principal or cost center head. This form must be completed and returned to the office at least ten (10) working days (or within the period stipulated in any association agreement that may apply to you) **before** you plan to start your vacation. When your request is approved, a copy of your completed form will be returned to you.

Change in employment status

If you are no longer eligible to receive Vacation days because of a change in employment status, you may receive a cash payment for your accumulated Vacation days. You will qualify for this cash payment if the department head and appropriate deputy superintendent, or superintendent, verifies that — due to job requirements — you were unable to use your accrued vacation days before the change became effective. This cash payment will be based on your rate of pay immediately before the change in your employment status.

Termination of employment

If your employment terminates, you may request a cash payment for your accrued Vacation days. This cash payment will be made at the rate of pay you were receiving immediately before your retirement date or the effective date of your termination.

Death

If you should die while actively employed by the Board, a cash payment for Vacation days accrued will be made to your estate. This cash payment will be based on the rate of pay you were receiving immediately before your death.

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3.05 HOLIDAYS

Employees who work less than 260 calendar days per year have four paid holidays. These holidays include Labor Day, Thanksgiving Day, Christmas Day, and Dr. Martin Luther King Jr.'s Birthday.

Employees who work 260 calendar days per year have nine paid holidays. These holidays include the Fourth of July; Labor Day; Thanksgiving; the day after Thanksgiving; Christmas; New Year's Day; Dr. Martin Luther King Jr.'s Birthday; Memorial Day; and a flexible holiday. (Presidential Election Day replaces the flexible holiday every four (4) years.

Employees who work 208/209 days (4 days per week/10 hours per day) have seven paid holidays. The fixed and flexible holidays will vary each year due to the fact that 208/209 employees do not work on Fridays.

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3.06 JURY DUTY LEAVE

Any employee who serves on a jury in any duly constituted local, state or federal court shall be granted jury duty leave with full compensation less any compensation received as jury pay for the period of actual jury service.

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3.07 MILITARY LEAVE

Any employee who is a member of the national guard or of any Reserve component of the Armed Forces of the United States shall be entitled to Leave of Absence from his/her respective duties, without loss of time, pay, regular leave, impairment of efficiency rating, or of any other rights or benefits to which he/she is entitled, while in the performance of duty or training in the service of this state or of the United States under competent orders. An employee while on leave shall be paid his/her salary or compensation for a period or periods not exceeding 21 calendar days or 15 working days if the employee's position is based upon a 5-day work week. (KRS61.394)

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IV. BASIC BENEFITS

Eligibility

All full-time employees are eligible for most benefits on the first day of the second month after their full-time hire date. For example, an employee hired on March 5 will be eligible for benefits on May 1. (See section entitled “Job Classifications.”)

Contents

Basic benefits for all full-time Jefferson County Public Schools employees include the following:

- Health Insurance Options (a portion of the premium is paid by the State)
- Group Term Life Insurance (provided by the Board)
- Group Term Life Insurance (provided by the State)
- Long-Term Disability Insurance (eligible after one year of full-time employment)
- County Employees Retirement System (CERS) — Positions where four-year degree or certification is not required
- Kentucky Teachers’ Retirement System (KTRS) — Positions requiring Kentucky teacher certification or the minimum of a four-year degree
- Unemployment Insurance
- Workers’ Compensation Insurance
- Social Security (classified employees)
- Liability Insurance

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4.01 HEALTH CARE COVERAGE

The commonwealth of Kentucky requires all employees to select or formally waive health-care coverage. If you do **not** wish to enroll in one of the health-care options, the State requires you to complete a Waiver of Coverage. **If you do not enroll or waive your coverage within 30 days of your hire date, you will be forced waived.** This selection will remain in effect until a new application is submitted during the next annual Open Enrollment Period or within 30 days of a qualifying event.

State contributions

If you select health care coverage offered by the state, the Kentucky Department of Education will pay a portion of your premium. The amount paid by the state — for coverage on a 12-month basis — is determined by the state annually. If the cost of the health care coverage you select is greater than the amount paid by the state, you will have to pay the difference from your Fringe Benefit Pool or pretax earnings.

Effective date of coverage

Any health care option you select during an Open Enrollment period will become effective on the first day of the next plan year (January 1) and will remain in effect until the close of that plan year (December 31), as long as you are an active eligible employee.

Effective date for newly hired employees

If you become a full-time employee after the beginning of a plan year and want to elect health care coverage for the remainder of the year, you must apply for that coverage within the first 30 days of your full time hire date. After making timely application, your coverage will become effective on the first day of the second month following the month of your full time hire date.

For example, if you were hired during month of October, the health care coverage you select will become effective on December 1.

Remember: If you fail to elect health care coverage within the first 30 days of active employment, this will result in your automatic forced waiver.

Changing your health care coverage

All eligible employees will have the opportunity to change, waiver, or select health care coverage during each annual Open Enrollment period. The Open Enrollment period is the time when you are permitted to make any change in the options you select under the Fringe Benefit Pool.

If you elect to transfer from one health care plan to another during an Open Enrollment period, you will be required to complete an Application Form for your new coverage before the end of the Open Enrollment period.

Changes requested during a plan year are permitted within 30 days of the qualifying events as discussed in the paragraph entitled “Changing Your Elections.”

Your current health care options

Each year, the State of Kentucky issues a health insurance booklet to provide you with information regarding the current offerings. All new employees are given this booklet when they receive their new hire benefits package. All current employees are given the booklet at each Open Enrollment. If you need a booklet, you may contact the Employee Benefits Unit or go online to view the State handbook at <http://personnel.ky.gov/dei/>

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4.02 FLEXIBLE SPENDING ACCOUNTS

As a full-time employee, you are eligible to participate in a Flexible Spending Account (FSA) through the Commonwealth program. A voluntary medical spending account is available for those individuals who elect to participate by making their individual pretax contribution to a plan. The option of a voluntary, dependent care flexible spending account is available to those individuals who make pretax contributions for expenses such as childcare and day care. You must enroll each year during Open Enrollment Period to participate in the next calendar year's FSA program.

Note: Under Internal Revenue Service guidelines, each of these programs adhere to the “use it or lose it” rule. When electing pretax contributions into the voluntary medical or dependent care spending accounts, be certain to have estimated your expenses correctly. No refund can be issued on unused balances. These accounts also do not carry over to the next calendar year.

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4.03 SECTION 125 CAFETERIA PLAN

Benefits provided under the Cafeteria Plan include the following:

- Health care & FSA options (sponsored by the State)
- Supplemental health insurance
- Dental insurance
- Accidental death and dismemberment insurance
- Optional cancer insurance for you and your family
- Vision insurance
- A cash payment option.

Your share of the cost, if any

If you select health care coverage sponsored by the State, the Commonwealth of Kentucky will pay a portion of your premium; any balance premium due will be deducted from pretax from your earnings.

This pretax method of payment reduces your taxable income and your taxes. As a result, your take-home pay will include the amount you save in taxes on your share of the cost.

Electing your benefits

If you plan to enroll in an option during Open Enrollment Period, you may enroll on-line. An annual Benefits Fair is held in conjunction with Open Enrollment.

Note: If you become a full-time employee after the beginning of a plan year, you may still choose your benefits options for the remainder of the year. The Employee Benefits Unit will provide you with the appropriate forms and the instructions for completing them when your active employment begins. **All enrollment forms must be completed and returned to the Employee Benefits Unit within the first 30 days of your full time hire date.**

The following is a summary description of the Cafeteria Plan.

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THE BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY
IRC SECTION 125 CAFETERIA PLAN

(As Amended and Restated Effective July 1, 2011)

THE BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY
IRC SECTION 125 CAFETERIA PLAN

(As Amended and Restated Effective July 1, 2011)

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THE BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY
IRC SECTION 125 CAFETERIA PLAN

(As Amended and Restated Effective July 1, 2011)

PREAMBLE

The Board of Education of Jefferson County, Kentucky adopted the "Board of Education of Jefferson County Kentucky Fringe Benefit Pool Plan" (the "Plan") effective September 16, 1985 to give employees a choice between the receipt of taxable cash compensation or the receipt of the nontaxable benefits provided by the Plan. The Plan is intended to, and shall be administered and interpreted to conform to, the requirements of Code Section 125 for cafeteria plans and any other applicable laws and regulations.

The Plan was amended and restated effective November 1, 1989 (the "1989 Plan").

The 1989 Plan was amended and restated in its entirety, effective January 1, 2000, to add health care and dependent care spending accounts and to update the Plan for legislative and regulatory changes since the last restatement (the "2000 Plan").

The 2000 Plan was amended and restated effective January 1, 2002 to update the plan for regulatory changes affecting mid-year election changes and to make other operational changes to the Plan (the "2002 Plan"). The Board also adopted the Jefferson County Board of Education State-Funded Health Care Spending Account effective January 1, 1996 which shall remain a separate plan as restated herein but shall be administered together with the health care spending account provided by this Plan. While the two portions of the health care spending account are to be administered together pursuant to the terms of this Plan, the state-funded portion of the health care spending account shall be treated as a separate plan that has no cash option and is not a Code Section 125 cafeteria plan.

The 2002 Plan was amended and restated effective January 1, 2005 to modify the manner of the cash benefit payment under the Plan, update the attached Schedules and incorporate previously adopted amendments (the "2005 Plan").

The 2005 Plan was amended and restated effective January 1, 2006 to make certain changes to conform to recent changes in the law and to update the attached schedules listing the underlying plans (the "2006 Plan").

The 2006 Plan was amended and restated effective January 1, 2007 to delete the Dependent Care and Health Care Flexible Spending Accounts in conformity with decisions made by the Kentucky Department of Education (the "2007 Plan").

The 2007 Plan was amended and restated effective July 1, 2010 to provide that Fringe Benefit Contributions (as defined in the Plan), are credited to Participants on a payroll-by-payroll basis, to eliminate redundant provisions, update schedules, and to provide for the coverage of children of participating employees until attainment of age 26, effective no later than January 1, 2011 (the "2010 Plan").

The 2010 Plan was amended and restated effective July 1, 2010 to provide for the discontinuance of Fringe Benefit Pool Contributions (as defined in the Plan prior to July 1, 2011), effective July 1, 2011 (the "2011 Plan").

As so amended and restated, the Plan reads as set forth herein:

ARTICLE 1.
DEFINITIONS

- 1.01 **Accidental Death and Dismemberment Insurance Plan.** “Accidental Death and Dismemberment Insurance Plan” means such group accidental death and dismemberment insurance coverage as is offered to Eligible Employees by the Board from time to time. The Accidental Death and Dismemberment Insurance Plans currently available are set forth on Schedule 6. The Accidental Death and Dismemberment Insurance Plans are incorporated by reference into the Plan. Any accidental death and dismemberment insurance plan that may be added to, or substituted for, existing coverage shall likewise be incorporated by reference into the Plan.
- 1.02 **Board.** “Board” means the Board of Education of Jefferson County, Kentucky.
- 1.03 **Cancer Insurance Plan.** “Cancer Insurance Plan” means such group cancer insurance coverage as is offered to Eligible Employees by the Board from time to time. The Cancer Insurance Plans currently available are set forth on Schedule 4. The Cancer Insurance Plans are incorporated by reference into the Plan. Any cancer insurance plan that may be added to, or substituted for, existing coverage shall likewise be incorporated by reference into the Plan.
- 1.04 **Code.** “Code” means the Internal Revenue Code of 1986, as amended from time to time.
- 1.05 **Compensation.** “Compensation” means the Eligible Employee’s annual rate of base pay (excluding bonuses, overtime pay and similar extra earnings).
- 1.06 **Contributions.** “Contributions” means the total value for the Plan Year of any Salary Reduction Contributions made pursuant to Section 3.03 which can be used by the Participant to purchase Nontaxable Benefits, or which can be received by the Participant in cash.
- 1.07 **Dental Insurance Plan.** “Dental Insurance Plan” means such group dental insurance coverage as is offered to Eligible Employees by the Board from time to time. The Dental Insurance Plans currently available are set forth on Schedule 3. The Dental Insurance Plans are incorporated by reference into the Plan. Any dental insurance plan that may be added to, or substituted for, existing coverage shall likewise be incorporated by reference into the Plan.
- 1.08 **Dependent.** “Dependent” means a Participant’s Spouse, children (including students) and other qualified dependents as defined in Code Section 152 and in those benefit plans available to Eligible Employees under the Plan. Effective January 1, 2011 (or such earlier date as the Board in its sole discretion shall determine), children of a Participant shall be eligible for coverage as a Dependent until attainment of age 26, without regard to any factor other than the child’s relationship to the Participant (provided that a child who is eligible for coverage under another eligible employer-sponsored plan, other than a parent’s plan, shall not be eligible for coverage as a Dependent under this Plan).
- 1.09 **Effective Date.** “Effective Date” means July 1, 2011 with respect to the Plan as amended and restated effective July 1, 2011 (except as otherwise specifically provided).

- 1.10 **Eligible Employee.** “Eligible Employee” means an individual who is classified by the Board as a full-time employee and who is an employee for federal income tax withholding purposes, including a probationary employee but excluding: (i) individuals who are classified by the Board as temporary employees; (ii) part-time employees whose customary employment is less than twenty (20) hours weekly; (iii) seasonal employees whose customary employment is less than nine (9) months annually; (iv) individuals who have entered into an agreement with the Board providing such employee is not eligible to participate in the Plan; (v) individuals classified by the Board as independent contractors or other self-employed individuals; and (vi) leased employees.
- 1.11 **FMLA.** “FMLA” means the Family and Medical Leave Act of 1993, as amended from time to time.
- 1.12 **[Reserved]**
- 1.13 **Health Insurance Plan.** “Health Insurance Plan” means such group health insurance coverage as is offered to Eligible Employees by the Board from time to time. The Health Insurance Plans currently available are set forth on Schedule 1. The Health Insurance Plans are incorporated by reference into the Plan. Any health insurance plan that may be added to, or substituted for, existing coverage shall likewise be incorporated by reference into the Plan.
- 1.14 **HIPAA.** “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended from time to time.
- 1.15 **Key Employee.** “Key Employee” means any person who is a key employee as defined in Code Section 416(i)(1). Effective for Plan Years beginning on and after December 31, 2002, a key employee is any employee who at any time during the Plan Year or any of the four preceding Plan Years, is: (i) an officer whose annual compensation exceeds One Hundred Thirty Thousand Dollars (\$130,000) (indexed annually for inflation as provided by Code Section 415(d)); (ii) a five percent (5%) owner of the employer as defined in Code Section 416(i)(1)(B); or (iii) a one percent (1%) owner as defined in Code Section 416(i)(1)(B) whose annual compensation exceeds One Hundred Fifty Thousand Dollars (\$150,000). For purposes of clause (i), no more than fifty (50) employees (or, if lesser, the greater of three (3) or ten percent (10%) of the employees) will be treated as officers. For purposes of determining the number of officers taken into account under clause (i), the following employees will be excluded: (1) employees who have not completed six (6) months of service, (2) employees who normally work less than seventeen and one-half (17½) hours per week, (3) employees who normally work during not more than six (6) months during any year, (4) employees who have not attained age twenty-one (21), and (5) except to the extent provided in regulations, employees who are included in a unit of employees covered by an agreement which the Secretary of Labor finds to be a collective bargaining agreement between employee representatives and the employer.
- 1.16 **Nontaxable Benefits.** “Nontaxable Benefits” means those nontaxable benefits that are qualified benefits as defined by Code Section 125(e) and are offered to Participants pursuant to Section 4.03 from time to time. As of the Effective Date, such benefits include specifically, (i) Health Insurance Plan; (ii) Supplemental Health Insurance Plan; (iii) Dental Insurance Plan; (iv) Cancer Insurance Plan; (v) Vision Care Insurance Plan; and (vi) Accidental Death and Dismemberment Insurance Plan.

- 1.17 **Open Enrollment Period.** “Open Enrollment Period” means the annual period established by the Plan Administrator pursuant to Section 5.01(a) during which benefit elections for a Plan Year are made.
- 1.18 **Participant.** “Participant” means an Eligible Employee who satisfies the participation requirements of Article 2.
- 1.19 **Plan.** “Plan” means the Board of Education of Jefferson County, Kentucky IRC Section 125 Cafeteria Plan as set forth in this document and as amended from time to time.
- 1.20 **Plan Administrator.** “Plan Administrator” means the Plan Administrator, as described in Section 7.01.
- 1.21 **Plan Year.** Plan Year means the calendar year.
- 1.22 **Salary Reduction Contribution.** “Salary Reduction Contribution” means the amount of the reduction in a Participant’s Compensation which the Participant elects to have the Board apply to purchase one or more Nontaxable Benefits pursuant to Section 4.03.
- 1.23 **Spouse.** “Spouse” means the person to whom a Participant is legally married.
- 1.24 **Supplemental Health Insurance Plan.** “Supplemental Health Insurance Plan” means such supplemental group health insurance coverage as is offered to Eligible Employees by the Board from time to time. The Supplemental Health Insurance Plans currently available are set forth on Schedule 2. The Supplemental Health Insurance Plans are incorporated by reference into the Plan. Any health insurance plan that may be added to, or substituted for, existing coverage shall likewise be incorporated by reference into the Plan.
- 1.25 **Vision Care Insurance Plan.** “Vision Care Insurance Plan” means such group vision care insurance coverage as is offered to Eligible Employees by the Board from time to time. The Vision Care Insurance Plans currently available are set forth on Schedule 5. The Vision Care Insurance Plans are incorporated by reference into the Plan. Any vision care insurance plan that may be added to, or substituted for existing coverage, shall likewise be incorporated by reference into the Plan.

ARTICLE 2.

PARTICIPATION

- 2.01 **Commencement of Participation.**
- (a) **General Rule.** Except as otherwise provided in Section 2.01(b) or (c), an Eligible Employee shall become a Participant in the Plan on the later of: (i) the Effective Date; (ii) the date the employee becomes an Eligible Employee; or (iii) the effective date of the Eligible Employee’s benefit election as provided in Article 5. Participation in selected Nontaxable Benefits commences on the first day of the second month after the date of hire or any later date provided in the policy or contract governing such Nontaxable Benefit.
- (b) **Union Employee.** An Eligible Employee in a unit subject to collective bargaining shall become a Participant on the date specified in the applicable collective bargaining agreement, or if not so specified, as provided in Section 2.01(a).

- (c) **Reclassified Employee.** An individual who is determined by a court of competent jurisdiction, the Internal Revenue Service or other administrative agency or governmental entity to be an employee of the Board even though not previously so classified by the Board, shall be eligible from the date of such final and nonappealable determination (even though the reclassification otherwise has an earlier effective date) provided such individual otherwise satisfies the definition of “Eligible Employee.”
- 2.02 **Termination Of Participation.** Plan participation will end on the earlier of: (i) the date the Plan terminates; (ii) the date the Participant ceases to be an Eligible Employee except to the extent limited participation was permitted under the 2006 Plan with respect to a Health Care Spending Account or a Dependent Care Spending Account (with respect to claims incurred prior to the end of the 2006 Plan Year only); (iii) at the end of the Plan Year if the Participant fails to timely reenroll during the Open Enrollment Period except as otherwise provided by the default election provisions of Section 5.02 or the deemed election provisions of Section 5.03; (iv) upon revocation by the Participant of his or her election to participate in accordance with the provisions of Section 5.04; or (v) the date the Participant fails to timely make required Salary Reduction Contributions subject to any notice and grace period requirements under FMLA.
- 2.03 **Leaves Of Absence.**
- (a) **Rules For Continued Participation During Leave.** Subject to the Participant’s right to change his or her election pursuant to Section 5.04: (i) participation shall continue, and Contributions shall continue to accrue, during a paid leave of absence; (ii) participation shall continue, and Contributions shall continue to accrue, during an unpaid leave of absence only to the extent required by FMLA or an applicable collective bargaining agreement; (iii) participation shall continue during an unpaid FMLA leave in all Nontaxable Benefits. Subject to the Participant’s right to change his or her election pursuant to Section 5.04, Participants on unpaid leaves must make arrangement with the Plan Administrator before commencement of the leave to either prepay, or to pay upon return from leave, Salary Reduction Contributions due during the leave. If the leave begins in one Plan Year but ends in the next Plan Year, the Participant must prepay Salary Reduction Contributions due for the current Plan Year and must pay Salary Reduction Contributions for the next Plan Year upon returning from the leave. A Participant on an unpaid FMLA leave may elect to make required Salary Reduction Contributions at the time a payroll deduction would have been made had the Participant not been on an unpaid leave. Compensation for services provided during one Plan Year cannot be used to purchase Plan benefits in any other Plan Year.
- (b) **Rules Governing Elections Where Participation Not Continued During Leave.** A former Participant whose participation ends during a leave of absence and who returns to employment as an Eligible Employee at the end of the leave shall immediately become a Participant. Subject to any right to make a benefit election change pursuant to Section 5.04, benefit elections made before the leave shall be reinstated:
- (1) with no break in coverage if the leave of absence is a period of 31 days or less or if the Participant is an Eligible Employee on any day during two consecutive months notwithstanding any intervening leave of absence,

- (2) effective the first day of the second month after return from leave for the remainder of the Plan Year in which the Participant returns from the leave if the leave begins and ends in the same Plan Year and the leave is not subject to COBRA or FMLA, and
- (3) effective the first day of the month in which the Participant returns from leave for the remainder of the Plan Year in which the Participant returns from the leave if the leave begins and ends in the same Plan Year and the leave is subject to COBRA or FMLA.

If the leave ends during a subsequent Plan Year, the Participant's benefit election as to insurance coverage is automatically reinstated at the current rate for the new Plan Year unless the Participant makes a new benefit election.

- (c) **Additional Rules For FMLA Leave And Group Health Plan Coverage.** A Participant whose participation ends during an FMLA leave of absence and who returns to employment as an Eligible Employee at the end of the FMLA leave may elect to recommence his or her participation with respect to group health plan coverage under the Plan for the remainder of the Plan Year at the same rate per payroll period that was being deducted for such group health plan coverage before the Participant went on FMLA leave. If the FMLA leave ends during a subsequent Plan Year, the Participant must make new benefit elections, effective as provided in Article 5, among the benefit options available at the time of reenrollment.
- (d) **Qualified Military Service.** Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credits with respect to qualified military service shall be provided in accordance with Section 414(u) of the Code.

2.04 Reinstatement Of Former Participant.

- (a) Except as provided in subsection (b) of this Section 2.04, if participation ends due to the Participant's employment termination and the former Participant is rehired within thirty (30) days and during the same Plan Year, the former Participant's participation and benefit elections that were in effect at employment termination will be reinstated for the remainder of the Plan Year; and, a former Participant who is rehired more than thirty (30) days after employment ends, or during a different Plan Year, is treated as a newly hired employee and must make new benefit elections by completing and returning a new enrollment form to the Plan Administrator within thirty (30) days from the date rehired.
- (b) The Commonwealth of Kentucky controls the terms and conditions of reinstatement under state-sponsored Health Insurance Plans.

ARTICLE 3. CONTRIBUTIONS

- 3.01 **Board Contributions.** Effective July 1, 2011, the Board shall discontinue Fringe Benefit Contributions (as defined by the Plan prior to July 1, 2011).
- 3.02 **State Contributions.** The Commonwealth of Kentucky may make a contribution to a health reimbursement account ("HRA") for the benefit of a Participant who is eligible to participate in a state-sponsored Health Insurance Plan. The State Contribution is not

controlled by the Board and may be modified or revoked as directed by the Commonwealth of Kentucky. Any contribution to an HRA as described in this Section 3.02 is not made under the Plan, nor are such HRAs a part of this Plan.

3.03 Salary Reduction Contributions.

- (a) **Amount And Accrual Of Salary Reduction Contributions.** Salary Reduction Contributions shall be equal to the amount of the total cost of the Nontaxable Benefits elected by the Participant for the Plan Year. Salary Reduction Contributions shall accrue in equal amounts each pay period during the Plan Year and shall accrue only for periods during which the Eligible Employee is a Participant within the meaning of Article 2. Salary Reduction Contributions shall be adjusted automatically to the extent necessary to cover any change in the cost of any Nontaxable Benefits elected by the Participant for the Plan Year. Salary Reduction Contributions shall be on a pretax basis to the extent allowed by law.
- (b) **Salary Reduction Authorization.** The Participant's compensation shall be reduced by the Salary Reduction Contributions, and an amount equal to such reduction shall be contributed by the Board to provide Nontaxable Benefits under the Plan. By electing to participate in the Plan, the Participant is deemed to have agreed to a reduction in cash Compensation otherwise payable in the amount of the Participant's Salary Reduction Contributions for each pay period, determined in accordance with Section 3.03(a).
- (c) **Maximum Salary Reduction Contributions.** The maximum Salary Reduction Contributions for any Participant for any Plan Year shall be the amount of the cost of the most expensive Nontaxable Benefits available to the Participant for the Plan Year.
- (d) **Forwarding Salary Reduction Contributions To Insurers.** To the extent the benefits elected by a Participant are provided through insurance contracts or policies issued by an insurance company or similar organization or through an health maintenance organization, Salary Reduction Contributions for the purchase of said benefits shall be paid to the insurance company or health maintenance organization as soon as practicable after each pay period.

**ARTICLE 4.
BENEFITS**

- 4.01 **Benefit Options.** Except as otherwise provided in Section 4.02, Salary Reduction Contributions may be used for the purchase of Nontaxable Benefits eligible under Section 4.03.
- 4.02 **Cash Benefit.** Cash benefits are paid to the Participant each pay period throughout the Plan Year and are included in the Participant's taxable W-2 compensation for the Plan Year during which the cash benefit is made.
- 4.03 **Nontaxable Benefits.** A Participant who satisfies the eligibility requirements for coverage under a Benefit Option may elect to apply his or her Salary Reduction Contributions to purchase Nontaxable Benefits as offered by the Plan from time to time.

- 4.04 **Coverage Provided By Underlying Plans.** While the election to receive coverage under a Nontaxable Benefit is made under the Plan, benefits are not provided directly under the Plan, but are provided under the plans, policies or other arrangements pursuant to which they are made available and are subject to all of the terms and conditions set forth therein, including the types and amounts of benefits available and the requirements for participating in such option.
- 4.05 **Insufficient Contributions to Pay For Elected Benefits.** If the cost of the Nontaxable Benefits elected by the Participant exceeds the Participant's available Salary Reduction Contributions, Nontaxable Benefits elected by the Participant will be used to purchase benefits in the following order until all available income is exhausted: (1) Health Insurance Plan, (2) Supplemental Health Insurance Plan, (3) Vision Care Insurance Plan, (4) Dental Insurance Plan, (5) Cancer Insurance Plan, (6) Accidental Death and Dismemberment Insurance Plan, and (7) Flexible Spending Account Plan.
- 4.06 **Nondiscriminatory Benefits - Key Employees.**
- (a) **Reduction Of Benefits To Key Employees To Satisfy Nondiscrimination Requirements.** If the Plan Administrator determines that the benefits provided to Key Employees under the Plan for the Plan Year will exceed the limitation imposed on the provision of benefits to Key Employees by Code Section 125(b)(2) (25% of the aggregate benefits provided to all Participants under the Plan), the Plan Administrator shall reduce the benefits provided to Key Employees in a total amount necessary to bring the Plan into compliance with Code Section 125(b)(2) for the Plan Year.
- (b) **Manner Of Adjustment.** If an adjustment under subsection (a) is required, the benefits provided to each Key Employee shall be reduced by an amount that bears the same ratio to the amount of the aggregate reduction in all benefits to all Key Employees as the amount of benefits provided to such Key Employee (before reduction) bears to the amount of aggregate benefits provided to all Key Employees (before reduction). Each benefit shall be reduced proportionately according to its proportionate value.
- 4.07 **Adjustment Of Elections To Comply With Other Nondiscrimination Requirements.** If the Plan Administrator determines that the Plan may fail to satisfy any applicable law or nondiscrimination requirement, the Plan Administrator shall take such action as the Plan Administrator deems appropriate, under rules uniformly applicable to similarly situated Participants, to assure compliance with such requirement or limitation. Such action may include a modification of elections by a "highly compensated employee" (as defined by Code Section 125(e)), with or without the consent of such person.

ARTICLE 5. ELECTION PROCEDURES

- 5.01 **Annual Open Enrollment Period.**
- (a) **Open Enrollment.** Each Eligible Employee must elect before the end of the Open Enrollment Period on a written or electronic enrollment form made available by the Plan Administrator and shall complete such other documents as may be required by the Plan Administrator. The enrollment form must be completed and returned annually to the Plan Administrator on or before the end of the Open Enrollment Period but in no event later

than the day preceding the first day of the Plan Year. Except as provided in Section 5.04, all elections shall be irrevocable during the Plan Year. Separate elections shall be made (or deemed made) for each Plan Year.

- (b) **New Employees.** For employees who become Eligible Employees after the beginning of the Plan Year, the enrollment form must be completed and returned to the Plan Administrator within thirty (30) days from the first day of employment but in no event later than the day preceding the first day of the first pay period of the Plan Year during which benefits will be purchased or provided to the Participant.
- (c) **Rules Established By Plan Administrator.** The Plan Administrator may make such rules and regulations regarding elections, the allocation of Contributions, and the availability of various benefit coverage levels as it deems necessary, desirable, or consistent with the terms, provisions, and purposes of the Plan.
- (d) **Elections Required At Times Other Than Open Enrollment Period.** If new benefit elections are required pursuant to Article 2 upon return from a leave of absence, reinstatement of participation or similar event, such election shall be effective at the next available payroll period after receipt of the new benefit election form.

5.02 Default Elections.

- (a) **Eligible Employee's Failure To Elect At Time Of Eligibility.** Employees who become eligible to participate after the beginning of the Plan Year must elect within thirty (30) days of becoming an Eligible Employee the allocation of Contributions among the benefits described in Article 3. Eligible Employees not electing within this time period are deemed to have made the following default elections among the available Nontaxable Benefits, subject to the Eligible Employee's right to change the default elections pursuant to Section 4.04:
 - (1) **Health Insurance Plan.** The default election is the default coverage established by the Commonwealth of Kentucky for the Plan Year.
 - (2) **All Other Nontaxable Benefits.** The default election is waiver of coverage under the Supplemental Health Insurance Plan, Dental Insurance Plan, Cancer Insurance Plan, Vision Care Insurance Plan and Accidental Death and Dismemberment Insurance Plan.
- (b) **Confirmation And Changes To Default Elections.** The Plan Administrator shall send a confirmation statement of the default benefit elections to the Participant. Default elections shall remain in place for the remainder of the Plan Year, subject to any right the Participant may have to change his or her election pursuant to Section 5.04.

- 5.03 **Deemed Elections Of Participant Who Fails To Elect.** An employee who was a Participant on the last day of the preceding Plan Year and who fails to timely file an election form during the Open Enrollment Period shall be deemed to have elected for such Plan Year the same type and level of cash and Nontaxable Benefits as the Participant had elected (or was deemed to have been elected) for the immediately preceding Plan Year. Notwithstanding the foregoing, the Participant shall be deemed to have made the default election mandated by the state-sponsored Health Insurance Plan with respect to such plan.

5.04 Election Changes At Times Other Than The Open Enrollment Period. Elections made under the Plan, including default elections under Section 5.02 and deemed elections under Section 5.03, are generally irrevocable by the Participant during the Plan Year. A Participant may change his or her election during the Plan Year only: (1) on a prospective basis as to amounts that have not accrued except as otherwise provided with respect to HIPAA special enrollments described in Section 5.04(c), (2) if the change is permitted pursuant to this Section 5.04; (3) if a new benefit election form is timely filed with the Plan Administrator in accordance with Section 5.04(h), and (4) if the coverage change is consistent with the event that permits the election change. A Participant may revoke a benefit election for the balance of a Plan Year and file a new election for the following reasons:

(a) **Status Changes.** A Participant may revoke an election with respect to a Nontaxable Benefit and make a new election if, under the facts and circumstances, a Status Change occurs and the election change satisfies the consistency requirement of Section 5.04(b). “Status Change” means one of the following events:

- (1) **Legal Marital Status.** Events that change the Participant’s legal marital status, including marriage, death of spouse, divorce, legal separation or annulment.
- (2) **Number Of Dependents.** Events that change the Participant’s number of dependents (as defined in Code Section 152), including birth, adoption, placement for adoption (pursuant to KRS 17A-220), death of a dependent or dependent status begins or ends due to age, student status or similar circumstance.
- (3) **Employment Status.** Events that change the employment status of the Participant or the Participant’s Spouse or Dependent, including: [i] termination or commencement of employment; or [ii] strike or lockout; or [iii] commencement of or return from an unpaid leave of absence; or [iv] change in worksite; or [iv] where the eligibility conditions of a cafeteria plan or other employee benefit plan of the employer of the Participant, Spouse or Dependent depend on the employment status of that individual and there is a change in that individual’s employment status with the consequence that the individual becomes or ceases to be eligible under the plan, including a switch from salaried to hourly or from hourly to salaried paid status, a reduction or increase in hours of employment, or a switch between part-time and full-time that affects that individual’s eligibility under a benefit plan.
- (4) **Dependent Satisfies Or Ceases To Satisfy the Requirements For Unmarried Dependents.** An event that causes a Participant’s Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstances.
- (5) **Residence Change.** A change in the place of residence of the Participant, Spouse or Dependent.

(b) **Consistency Requirement.**

- (1) **Application To Accident Or Health Coverage And Group-Term Life Insurance.** An election change satisfies the consistency requirement of this Section 5.04(b) with respect to accident or health coverage or group-term life insurance only if the

election change is on account of and corresponds with a change in status that affects eligibility for coverage under an employer's plan. A change in status that affects eligibility under an employer's plan includes a change in status that results in an increase or decrease in the number of an Eligible Employee's family members or Dependents who may benefit from coverage under the Plan.

- (2) **Application To Other Qualified Benefits.** An election change satisfies the consistency requirement of this Section 5.04(b) with respect to other qualified benefits if the election change is on account of and corresponds with a change in status that affects eligibility under an employer's plan, including any specific requirements that apply to any plan.
- (3) **Application Of Consistency Requirement To Certain Status Changes.**
 - (A) *If the change in status is the Employee's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent's ceasing to satisfy the eligibility requirements for coverage, an Eligible Employee's election under the Plan to cancel accident or health insurance coverage for any individual other than the Spouse involved in the divorce, annulment or legal separation, the deceased's Spouse or Dependent, or the Dependent that ceased to satisfy the eligibility requirement for coverage, respectively, fails to correspond with that change in status.*
 - (B) *If an Eligible Employee, Spouse, or Dependent gains eligibility for coverage under a cafeteria plan or qualified benefit plan sponsored by the employer of the Eligible Employee's Spouse or the Eligible Employee's Dependent (a "Family Member Plan") as a result of a change in marital status or a change in employment status, an Eligible Employee's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if the coverage for the individual becomes applicable or is increased under the Family Member Plan.*
 - (C) *With respect to group-term life insurance and disability coverage, an election under the Plan to increase or decrease coverage in response to a Status Change is deemed to correspond with that Status Change as required by this Section 5.04(b).*
- (4) **Exception For COBRA.** If the Employee, Spouse or Dependent becomes eligible for continuation coverage under the group health plan of the Board as provided under COBRA or any similar state law, the Plan may permit the Eligible Employee to elect to increase payments under the Plan in order to pay for the continuation coverage.
- (c) **Special Enrollment Rights.** A Participant may revoke a benefit election for the balance of a Plan Year and make a new election for the remainder of the Plan Year that corresponds with the special enrollment rights pursuant to HIPAA (to the extent applicable) and K.R.S. Chapter 17A-220 with said election being effective at the time provided by HIPAA and K.R.S. Chapter 17A-220, provided that in the case of marriage, said election change shall be on a prospective basis only after receipt of the Participant's election change form in accordance with Section 5.04(h). Said election must be made within the thirty (30) day special enrollment period set forth in HIPAA and K.R.S. Chapter 17A-220 to be effective.

- (d) **Significant Cost Changes.** If the cost of a Nontaxable Benefit significantly increases or decreases during the Plan Year, or the Participant's share of the cost of such coverage significantly increases or decreases during the Plan Year (e.g., where the Participant switches to an employment classification that must pay a greater share of the premium cost of a benefit option or the Company reduces the amount it contributes toward to cost of coverage), the Participant may make a corresponding change to his or her election on a prospective basis to reflect the increased or decreased cost, including commencing participation in the Plan for the option with a decrease in cost, revoking an election for coverage that has increased in cost and electing on a prospective basis coverage under another benefit option providing similar coverage or dropping coverage if no other benefit option providing similar coverage is available.
- (e) **Coverage Changes.** A Participant may change his or her election on a prospective basis for the following coverage changes:
- (1) **Significant Curtailment of Coverage.** If coverage is significantly curtailed or is eliminated during the Plan Year, the Participant may revoke his or her election and elect another Nontaxable Benefit available under the Plan that provides similar coverage and may drop coverage if there is no similar coverage. Coverage may be dropped for a significant curtailment of coverage only where the curtailment amounts to a loss of coverage (e.g., an HMO ceases to be available in the Participant's area, the Participant's loses coverage by reason of a lifetime or annual limitation, a major hospital ceases to be a member of a PPO network or there is a substantial decrease in the physicians participating in the PPO network (the loss of one particular physician in a network does not constitute a significant curtailment) or a reduction in benefits for a medical condition or treatment the Participant is currently being treated for or any similar fundamental loss of coverage).
 - (2) **Addition Or Improvement Of Benefit Option.** If the Plan adds a new benefit option, or if coverage under an existing benefit option is significantly improved during the Plan Year (e.g., insurance co-payments are reduced by an amount which constitutes a significant benefit improvement), the Participant may (whether or not the Participant has previously made an election to participate in the Plan or has previously elected the benefit option) revoke his or her election and, in lieu therefore, elect on a prospective basis coverage under the new or improved benefit option.
 - (3) **Addition Or Elimination Of Benefit Option.** The Participant may elect a new benefit option (such as a new HMO option) that is added to the Plan during the Plan Year, or to the Participant's Spouse's or Dependent's employer's plan, or the Participant may elect another available Nontaxable Benefit option if a benefit option is eliminated and make corresponding changes to other Nontaxable Benefit options.
 - (4) **Changes Corresponding To Open Enrollment Changes Made By Spouse Or Dependent.** The Participant may change his or her election to correspond with open enrollment period changes made by the Participant's Spouse (or former Spouse) or Dependent if the Participant's Spouse's or Dependent's employer's cafeteria plan has a different period of coverage.

- (5) **Changes Corresponding To Election Changes Made By Spouse Or Dependent.** The Participant may change his or her election to correspond to election changes made by the Participant's Spouse or Dependent under their employer's plan (e.g., if the Participant's Spouse or former Spouse's employer's plan adds a new HMO option and the Spouse or former Spouse elects that new option, then the Participant can change his or her election to drop healthcare coverage for the individuals that are actually added to the Participant's Spouse's employer's plan (as certified by the Participant in a form satisfactory to the Plan Administrator) and further provided that the change is on account of and corresponds with the change made under the other employer's plan. Notwithstanding the foregoing, the change in the other employer's plan must be a change that is permitted under the Treasury regulations and rulings governing mid-year election changes.
- (6) **Changes In Coverage Under Governmental Health Plan.** The Participant may elect to participate in the Plan if the Participant, the Participant's spouse or Dependent loses coverage under a group health plan sponsored by a governmental or educational institution, such as a state program under the state's children's health insurance program; provided that the Participant may not drop coverage when the Participant, the Participant's spouse or Dependent becomes eligible for a state's children health insurance program coverage during the Plan Year but is entitled to drop coverage at the next open enrollment period.
- (f) **Changes Required By Court Order.** The Participant may change his or her election to provide coverage for the Participant's child pursuant to a: [i] qualified medical child support order pursuant to K.R.S. §205.594 and 205.595; or [ii] National Medical Support Notice as defined in the Child Support Performance and Incentive Act of 1998 that requires accident or health coverage for the Participant's child and to cancel coverage for the Participant's child pursuant to such an order requiring the Participant's former Spouse to provide coverage but only if such coverage is actually provided as ordered.
- (g) **Entitlement To Medicare Or Medicaid.** If a Participant, Spouse or dependent who is enrolled in an accident or health plan becomes enrolled under Part A or Part B of Title XVIII of the Social Security Act ("Medicare") or Title XIX of the Social Security Act ("Medicaid"), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program of distribution of pediatric vaccines), the Participant may make an election change to cancel coverage of the Participant, Spouse or dependent under such plans.
- (h) **Procedure For Change Of Election.** A change in coverage pursuant to Section 5.04 must be requested in writing and results in the revocation of the prior election. A new election must be made with respect to the remainder of the Plan Year and for changes permitted by special enrollment rights shall be effective at the time provided by Section 5.04(d); otherwise, the new election shall be effective as of the first day of the payroll period after approval and completion of processing occurs, provided that a new benefit election form is submitted to the Plan Administrator within thirty (30) days of the event that allows the change in election.
- (i) **Construction.** This Section 5.04 is intended to comply with the Internal Revenue Service requirements for election changes at times other than open enrollment and shall be construed in a manner that complies with said requirements.

- (j) **Restrictions On Election Changes With Respect To State-Sponsored Plans.** Notwithstanding anything contained in Section 5.04 to the contrary, election changes during the Plan Year are permitted with respect to Health Insurance Plans sponsored by the Commonwealth of Kentucky and with respect to State Contributions only if, and to the extent, the change is permitted by the state-sponsored plan; provided that any change permitted by the state-sponsored plan must comply with Treasury rules and regulations governing permissible mid-year election changes under Code Section 125 cafeteria plans. Election changes under the Plan shall be effective at the time the change in coverage is effective under the state-sponsored plan. The rules of Section 5.04(h) apply to the extent not inconsistent with the rules applicable to the state-sponsored plan.

ARTICLE 6.
AMENDMENT AND TERMINATION

- 6.01 **Amendment.** Subject to the limitations of an applicable collective bargaining agreement requiring benefit coverage under the Plan, the Board shall have the right to amend the Plan from time to time.
- 6.02 **Termination.** Subject to the limitations of an applicable collective bargaining agreement requiring benefit coverage under the Plan, the Board assumes no obligation to continue the Plan in effect and reserves the right at any time to terminate the Plan in whole or in part and to terminate the participation of any Board at any time.

ARTICLE 7.
PLAN ADMINISTRATION

- 7.01 **Board Responsibility.** The Board is the Plan Administrator and is responsible for and shall control and manage the operation and administration of the Plan. The Board is subject to service of process on behalf of the Plan. It shall be a principal duty of the Board to see that the Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in the Plan without discrimination among them. The Board may, in its discretion, appoint one or more persons to act as its agent in performing these duties. Such persons shall serve at the pleasure of the Board and may be removed at any time, with or without cause. Such persons may be employees of the Board or any other individuals as the Plan Administrator may elect. Any person may resign by delivering a written resignation to the Board. As of the Effective Date, the Board has designated the Director III, Risk Management and Benefits to act as its agent in administering the Plan.
- 7.02 **Powers And Duties Of Plan Administrator.** The Plan Administrator shall administer the Plan in accordance with its terms and shall have all powers necessary to carry out the provisions of the Plan. The Plan Administrator shall interpret the Plan and shall determine all questions arising in the administration, interpretation, and application of the Plan, including but not limited to questions of eligibility and the status and rights of Participants and other persons. The Plan Administrator shall have any and all power and authority (including discretion with respect to the exercise of that power and authority) which shall be necessary, properly advisable, desirable or convenient to enable it to carry out its duties under the Plan. By way of illustration and not limitation, the Plan Administrator is empowered and authorized to make rules and regulations with respect to the Plan not inconsistent with the Plan, the Code or other applicable law; to determine, consistently therewith, all questions that may arise as to the eligibility, benefits, status and right of any

person claiming benefits under the Plan; and subject to and consistent with any other applicable law, to make factual determinations, to construe and interpret the Plan and correct any defect, supply any omissions or reconcile any inconsistencies in the Plan. Any such determination by the Plan Administrator shall presumptively be conclusive and binding on all persons. The regularly kept records of the Board shall be conclusive and binding upon all persons with respect to the Participant's hours of service, date and length of employment, time, amount and manner of payment of compensation, type and length of any absence from work and all other matters relating to employees. All rules and determinations of the Plan Administrator shall be uniformly and consistently applied to all persons in similar circumstances.

Notwithstanding the foregoing, any claim which arises under the underlying plans shall not be subject to review under this Plan, and the Plan Administrator's authority under this Section 7.02 shall not extend to any matter as to which an administrator of an underlying plan is empowered to make determinations under such plan.

- 7.03 **Claim And Review Procedures.** If a Participant believes he or she is being denied any rights or benefits under the Plan, the Participant may file a claim or request for review in writing with the Plan Administrator, outlining the issues and comments to be considered. Claims and requests for review that are received by the Plan Administrator more than thirty (30) days after the Participant receives written notice of the denied claim will not be considered. The Plan Administrator shall notify the Participant of its decision with respect to timely received claims and review requests in writing as soon as administratively practicable. The Plan Administrator's decision shall be final and conclusive and binding on all persons.
- 7.04 **Nondiscriminatory Exercise Of Authority.** Whenever in the administration of the Plan any discretionary action by the Plan Administrator is required, the Plan Administrator shall exercise its authority in a nondiscriminatory manner so that all persons similarly situated will receive substantially the same treatment.
- 7.05 **Benefits Nonassignable.** Plan assets (if any) shall not be used for purposes other than for the exclusive benefit of Eligible Employees, and no amendment shall divest any person of his or her accrued interest therein, except as may be required by the Internal Revenue Service or other governmental authority. No benefit payable under the provisions of the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge shall be void.
- 7.06 **Limitation On Employee's Rights.** The establishment and maintenance of the Plan shall not be construed to: (1) give any employee the right to be retained in the employ of the Board or to interfere with the right of the Board to discharge the employee at any time; or (2) to give any person any legal or equitable right against the Board of the Plan Administrator, except as expressly provided by the Plan or by law.
- 7.07 **Limitation Of Liability And Indemnity.** The Board shall indemnify and save the Plan Administrator and each person who is appointed by the Board as its agent in administering the Plan and each employee or member of the Board who is a "fiduciary" under the Plan harmless against any and all loss, liability, claim, damage, cost and expense which may arise by reason of, or be based upon, any matter connected with or related to the Plan or the administration of the Plan (including, but not limited to, any and all expenses whatsoever

reasonably incurred in investigating, preparing or defending against any litigation, commenced or threatened, or in settlement of any such claim whatsoever) to the fullest extent permitted under applicable law except when same is judicially determined to be due to the gross negligence or willful misconduct of such member, employee or Board member.

- 7.08 **Underlying Benefit Plans.** The plans, policies or other arrangements pursuant to which Nontaxable Benefits are made available shall be administered by the administrator of such plans and all claims for benefits under such plans shall be governed by the terms of such plans.
- 7.09 **Administrative Expenses.** Expenses incurred to administer the Plan shall be paid by the Board.
- 7.10 **Effect On Other Plans.** It is intended that any other salary-related employee benefit plans that are maintained or sponsored by the Board, or to which the Board contributes, shall not be affected by this Plan.
- 7.11 **Applicable Law.** The Plan shall be governed by and construed according to the laws of the Commonwealth of Kentucky except to the extent Kentucky law is preempted by federal law.

Signed this ____ day of _____, 2011, but effective July 1, 2011.

THE BOARD OF EDUCATION OF JEFFERSON
COUNTY, KENTUCKY

By: _____
William Eckels
Executive Director, Human Resources

THE BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY
IRC SECTION 125 CAFETERIA PLAN

(As Amended and Restated Effective July 1, 2011)

SCHEDULE 1
HEALTH INSURANCE PLANS

As of the Effective Date, the Board maintains the following
Health Insurance Plans for the benefit of its employees:

(Coverage provided through Commonwealth of Kentucky Personnel Cabinet,
Department of Employee Insurance)

Coverage for 2011:

Insurer and Carrier Code:	Kentucky Employees Health Plan	143
Types of Coverage and Carrier Code:	Commonwealth Standard PPO	Commonwealth
	Commonwealth Optimum PPO	
	Commonwealth Capitol Choice	
	Commonwealth Maximum Choice	

Additional arrangements not offered under the IRC Section 125 Cafeteria Plan (administered by
Kentucky Employees Health Plan):

Health Reimbursement Arrangement (HRA)

THE BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY
IRC SECTION 125 CAFETERIA PLAN

(As Amended and Restated Effective July 1, 2011)

SCHEDULE 2
SUPPLEMENTAL HEALTH INSURANCE PLANS

As of the Effective Date, the Board maintains the following
Supplemental Health Insurance Plans for the benefit of its
employees:

Insurer: Colonial Life & Accident Insurance Company

Coverages: Short Term Disability
Medical Bridge - Hospital Confinement
Indemnity
Accident Insurance

THE BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY
IRC SECTION 125 CAFETERIA PLAN

(As Amended and Restated Effective July 1, 2011)

SCHEDULE 3
DENTAL INSURANCE PLANS

As of the Effective Date, the Board maintains the following
Dental Insurance Plans for the benefit of its employees:

Insurer:	Delta Dental
Group Name:	Jefferson County Public Schools
Group Number	678910

Insurer:	Assurant
Group Name:	Jefferson County Public Schools
Group Number:	E590

THE BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY
IRC SECTION 125 CAFETERIA PLAN

(As Amended and Restated Effective July 1, 2011)

SCHEDULE 4
CANCER INSURANCE PLANS

As of the Effective Date, the Board maintains the following
Cancer Insurance Plans for the benefit of its employees:

Insurers:	American Fidelity Assurance Company
	Colonial Supplemental Insurance/Cancer Insurance
	Monumental Cancer Insurance

THE BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY
IRC 125 CAFETERIA PLAN

(As Amended and Restated Effective July 1, 2011)

SCHEDULE 5
VISION CARE INSURANCE PLANS

As of the Effective Date, the Board maintains the following
Vision Care Insurance Plans for the benefit of its employees:

Insurer:	Spectera
Group Name:	Jefferson County Public Schools
Group Number:	A726

THE BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY
IRC SECTION 125 CAFETERIA PLAN

(As Amended and Restated Effective July 1, 2011)

SCHEDULE 6

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE PLANS

As of the Effective Date, the Board maintains the following
Accidental Death and Dismemberment Insurance Plans for the
benefit of its employees:

Insurer: Life Insurance Company of North America
(A CIGNA Company)

Group Name: Jefferson County Public Schools
Group Number: OK-820977

THE BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY

IRC SECTION 125 CAFETERIA PLAN

SUMMARY DESCRIPTION

(As Amended July 1, 2011)

Effective July 1, 2011, the Jefferson County Board of Education (the “Board”) amended its fringe benefit plan (the “plan”) for employees by including the “fringe” benefit contribution previously credited towards the cost of health and welfare plans (or paid to you in cash if you did not elect to receive eligible benefits) as part of your regular payroll. This amendment allows you maximum flexibility in paying for the “menu” of health and welfare plan benefits offered by the Board on a pretax basis through payroll deduction.

This description summarizes the main provisions of the plan as amended, but it is not the complete plan. The provisions of the complete plan control.

1. *What benefits are offered under the plan?*

Premium Conversion for Group Insurance Programs. This feature allows you to pay the cost of group insurance programs with pretax dollars through payroll deduction. “Premium conversion” means that you are able to convert premiums you pay for group insurance benefits through payroll deduction from “after-tax” to “pre-tax,” that is, from taxable to nontaxable premium payments. The available group insurance plans are health insurance, supplemental health insurance, dental insurance, cancer insurance, vision care insurance and accidental death and dismemberment insurance.

Flexible Spending Account Plans. The State administers flexible spending account plans for dependent care and health care. Information regarding the flexible spending account plans is not provided in this summary description; rather, you should receive or obtain separate information on the flexible spending account plans from the State.

2. *Who is eligible to participate in the plan?*

All full-time Board employees are eligible to participate in the plan, effective the first day of the second month after the date of hire. Complete an enrollment form and return it to Benefits Department - VanHoose Education Center during the enrollment period discussed in Paragraph 5 below to activate your participation.

Leased employees, temporary employees, part-time employees (less than 20 hours weekly), seasonal employees (less than 9 months annually), individuals classified by the Board as independent contractors and other self-employed individuals are not eligible to participate in the plan.

3. *Who pays for the benefits?*

Pretax Payroll Deductions. You pay for the nontaxable group insurance benefits you select through payroll deduction. These pretax deductions are used to purchase your selected benefits in the following order: health insurance, supplemental health insurance, vision insurance, dental insurance, cancer insurance, accidental death and dismemberment insurance, a flexible spending account plan for health care, and a flexible spending account plan for dependent care.

The cost of each of the coverages you select is withheld from your paycheck in equal amounts based on 24 payroll periods each year. The Payroll Department will let you know the amount that will be deducted from each paycheck.

State Contribution. The State may make a contribution to a Health Reimbursement Account (“HRA”) for your benefit if you are eligible to participate in a State-sponsored health insurance plan for a given year. This State contribution is not controlled by the Board and may be modified or revoked at any time by the State. Any such contribution by the State to an HRA will not be made under the Plan, nor are the HRAs a part of the Plan.

4. *What taxes can I save by participating in the plan?*

You do not pay federal or state income tax on your pretax payroll deductions. Not all Board employees (*e.g.*, KTRS participants) are subject to Social Security (FICA) tax, but even if you are subject to the tax, you do not pay FICA tax on your pretax payroll deductions. Because of these tax savings, you have more money to purchase benefits than you would if you had to purchase the same benefits with after-tax dollars. In most jurisdictions, you also do not pay local tax on the these amounts.

Because you do not pay FICA tax on these amounts, you pay in less to Social Security over your lifetime and it is possible that your Social Security benefits could therefore be less than if you do not enroll in this plan. For most people, the difference is negligible, but you should be aware of it.

5. *Enrollment Procedure.*

New Hires. Complete an enrollment form and return it to Benefits Department - VanHoose Education Center *within 30 days of your hire date*. Your enrollment form includes an authorization for pretax payroll deductions to be made to cover the cost of the benefits you select. Deductions begin on the first available payroll period after your completed enrollment form is received. Your enrollment elections are effective for the entire calendar year. You cannot change your elections during the year except for certain changes in your circumstances discussed in Paragraph 7.

Annual Open Enrollment. You will be given an opportunity to change your benefit selections each year by completing a new enrollment form during the annual open enrollment period that takes place each Fall. The Board will notify you each year as to when the open enrollment period begins and ends. Your enrollment form will be effective January 1 and remain in effect for the entire calendar year. You cannot change your elections during the year except for certain changes in your circumstances discussed in Paragraph 7.

The cost of each of the coverages you select is withheld from your paycheck in equal amounts based on 24 payroll periods each year. The Payroll Department will let you know the amount that will be deducted from each paycheck.

Payroll Deduction Adjustments. Your payroll deduction for group insurance premiums is automatically adjusted if there is a change in the premium amount during the year.

Rehired Employees. If your employment ends and is reinstated within 30 days and during the same calendar year, your benefit elections in effect when your employment ended are

automatically reinstated for the remainder of that year. If your employment is reinstated more than 30 days after your employment ends or is reinstated during a different calendar year, you are treated as a new hire and must make new elections within 30 days of the date you return to work. *See Paragraph 6* for details on default elections you are treated as having made if you do not make a timely election when rehired. The State controls the terms and conditions of reinstatement under the State health plans, the flexible spending account plans, and the HRAs described in Paragraph 3 under the heading “State contribution.”

6. *What happens if I fail to timely complete an enrollment form?*

Default Elections. If you do not return a completed enrollment form to the Benefits Department within 30 days of your hire date, you are treated as having selected no medical insurance coverage established by the State for the remainder of the calendar year and to have waived all other benefit coverage. *See Paragraph 5* for special rules that apply when your employment ends and you are rehired during the same year.

Automatic Elections. Once you begin participation in the plan, if you do not complete an enrollment form and return it to the Benefits Department during the annual open enrollment period in any given year, you will be treated as having selected the same level of benefits you had in the previous year for all benefits except the flexible spending account plans, for which you will be treated as having waived coverage. If you waived benefit coverage the previous year you will be treated as having waived medical insurance coverage offered by the State for the year.

Elections Irrevocable. Remember, your elections cannot be changed during the year except as provided in Paragraph 7. This also applies to the default and automatic elections you are treated as having made because you do not timely return a completed enrollment form to the Benefits Department. *It is therefore very important to timely return a completed enrollment form to the Benefits Department when you first become eligible and during open enrollment.*

7. *Can I change my election during the year?*

Generally, no. Any election you make for a calendar year (including a default or automatic election as discussed in Paragraph 6) cannot be changed until the next calendar year. However, you may be able to change your benefit elections if one of the events described below occurs. There may be additional reasons that would allow a change – consult the Benefits Department for additional information. Any change to your benefit selections must be consistent with the event that permits the change.

To change your election, complete a new enrollment form making the appropriate change and return it to the Benefits Department *within 30 days after the event that allows the change*. The change will be effective the first available payroll period after the Benefits Department receives your new enrollment form (*see special rule below for HIPAA special enrollments*). *Requests for changes that are not submitted within the 30-day period will not be processed.*

Any change with respect to your State-sponsored health insurance, flexible spending account plan, or HRA is governed by rules established by the State, which will be honored by this plan to the extent consistent with the IRS regulations governing mid-year election changes.

The Board may also change your elections if it is necessary for the plan to comply with coverage and nondiscrimination requirements that apply to the plan. You will be notified in advance if a change is required.

HIPAA Special Enrollment. You can change your election if you, your spouse or your dependent become eligible under the Health Insurance Portability and Accountability Act (HIPAA) for special enrollment under a health plan other than during the annual open enrollment period. You must change your election within the thirty (30) day special enrollment period set forth in HIPAA to be effective. Your election change will be effective the same time your health plan enrollment is effective, provided that in the case of marriage, your election change cannot be retroactive and will be processed on a prospective basis after the date your election change form is received.

Court Orders. The plan will honor any qualified court order requiring you to cover a dependent under the Board's group health plans and you may cancel coverage for a dependent if the court orders your former spouse to cover the dependent and such coverage is actually provided.

Status Changes. Election changes are permitted only if the change is on account of and corresponds with a change in status that affects your, your spouse's or your dependent's gain or loss of eligibility for coverage under this plan or other employer's plan. If the change in status is your divorce, annulment or legal separation from your spouse, your spouse's or dependent's death, or your dependent ceases to satisfy the eligibility requirements for coverage, you may only change your election to cancel coverage for your spouse or dependent that loses eligibility because of the event. If the marital or employment status change results in your spouse or dependent becoming eligible for coverage under your spouse's or dependent's employer's plans, your election can only be changed if they elect coverage under their employer's plan. You may change your election if one of the following events occur:

- You get married, divorced, legally separated, your marriage is annulled or your spouse dies.
- An event occurs that changes the number of your dependents, including birth, adoption, placement for adoption, death of a dependent or dependent status begins or ends due to age, student status or similar circumstance.
- You, your spouse or dependent start or terminate employment during the year.
- You, your spouse or dependent have a change in employment status that affects that individual's eligibility under a benefit plan (e.g., your spouse switches from salaried to hourly paid status and loses healthcare coverage under his or her employer's plan).
- You, your spouse or dependent's work schedule changes (hours are reduced or increased, switch between part-time and full-time employment, a strike or lockout, start of, or return from, an unpaid leave of absence).
- You, your spouse or dependent's residence or worksite changes.

Cost Changes. You may change your benefit election on a prospective basis for the following cost changes (note that tax rules do not permit election changes to health care flexible spending accounts due to health care cost changes);

- Your pretax payroll deduction for group insurance premiums is automatically adjusted if there is a change in the premium amount during the year.
- If your share of the cost of coverage under a benefit option significantly increases during the year either due to you having to pay a larger portion of the total cost of the benefit (e.g., if part-time employee pays a greater share of the cost and you switch from full-time to part-time) or due to an increase in the total cost of the benefit, you may increase your pretax payroll deductions to cover the increased cost or you may elect another benefit option available under the plan that provides similar coverage or drop coverage if no similar coverage is offered.
- If there is a significant decrease in the cost of a benefit during the plan year, you may change your election to participate in the reduced cost benefit, even if you were not already participating in the plan.

Coverage Changes. You may change your election on a prospective basis for the following coverage changes:

- If there is a significant improvement in the coverage provided under a benefit package option (e.g., insurance co-payments are reduced by an amount which constitutes a significant benefit improvement) or a new benefit package option is offered during the plan year, you may change your election to elect that benefit coverage even if you were not previously participating in the plan.
- If coverage is eliminated during the year, you may revoke your election and elect another benefit option available under the plan that provides similar coverage or drop coverage if no similar coverage is offered.
- If coverage is significantly curtailed during the year, you may revoke your election and elect another benefit option available under the program that provides similar coverage; you may drop coverage if no similar coverage is offered and the curtailment amounts to a loss of coverage (e.g., an HMO ceases to be available in your area, you lose coverage by reason of a lifetime or annual limitation, a major hospital ceases to be a member of a PPO network or there is a substantial decrease in the physicians participating in the PPO network (the loss of one particular physician in a network does not constitute a significant curtailment) or a reduction in benefits for a medical condition or treatment you are currently being treated for or any similar fundamental loss of coverage).
- To elect a new benefit option (such as a new HMO option) that is added to this plan, or to your spouse's or your dependent's employer's plan, or you may elect another benefit option available if a benefit option is eliminated, and to make corresponding changes to other benefit options.
- To correspond with open enrollment period changes made by your spouse (or former spouse) or dependent if your spouse's or dependent's employer's cafeteria plan has a different period of coverage.
- You may elect to participate in the plan if you, your spouse or your dependent loses coverage under a group health plan sponsored by a governmental or educational institution, such as a state program under the State Children Health Insurance Program

("SCHIP"). IRS regulations do not permit you to drop coverage when you, your spouse or dependent become eligible for SCHIP coverage during the year; but you can always change your election at the next open enrollment period.

- You may change your election during the year to correspond to election changes made by your spouse or dependent under their employer's plan (e.g., your spouse or former spouse's employer's plan adds a new HMO option and your spouse or former spouse elects that new option, then you can change your election to drop healthcare coverage for the individuals actually added to your spouse's employer's plan; the change must be on account of and correspond with the change made under the other employer's plan).

Entitlement to Medicare or Medicaid. You may cancel or reduce healthcare coverage, on a prospective basis, for yourself, your spouse or your dependent who enrolls in Medicare or Medicaid, or start or increase coverage for yourself, your spouse or your dependent when eligibility for Medicare or Medicaid coverage is lost.

8. *What happens to my benefits if I go on a leave of absence?*

Leaves With No Break in Coverage. If your leave of absence is for a period of 31 days or less or if you are an eligible employee on any day during two consecutive months even if you were on leave during the period in between, you will not have a break in coverage and your benefits elections made before the leave will be reinstated immediately upon your return.

Stopping Your Contributions When Your Leave Begins. A leave of absence is a change in family status that permits you to make a mid-year change in your election. See Paragraph 7 for details on how to change your election. If you change your election to stop your contributions during your leave, your active participation will end. See Paragraph 17 for information on what happens to the money in your account when your participation ends.

Paid Leaves. Unless you change your election, your participation will continue with no changes during a paid leave of absence. Payroll deductions will continue to be taken from your paycheck during any paid leave of absence, unless you change your election, and you may continue to submit claims and withdraw money from your accounts.

Unpaid Leaves. If the leave does not qualify under the Family and Medical Leave Act ("FMLA"), your participation will end. No new money is deposited in any flexible spending account plan. If you wish to continue coverage while on an unpaid leave that does not qualify under FMLA, you may make arrangements with the Benefit Department prior to the beginning of your leave either to prepay contributions that will come due during your leave or to catch up on any contributions that came due during your leave after you return.

Unless you change your election (see Paragraph 7 for details on how to do that), your participation continues during an unpaid FMLA leave in all benefits.

You have 3 options for paying payroll deductions that will come due while you are on an unpaid FMLA leave:

- *Pay As You Go.* You can mail your check to the Payroll Department but it must be received by the time your payroll deduction would have been made if you were working. Because the money is not coming from payroll deductions, it will be your after-tax money. If your payment is not received within 30 days from the due date, your coverage will end. The Board will send you a reminder notice at least 15 days before your coverage expires.
- *Prepay.* You can make arrangements with the Payroll Department before you go on leave to prepay (through advance pretax payroll deductions) all payroll deductions that will come due during the leave with one exception -- if the leave begins in one year and ends in another, you can prepay payroll deductions that will come due for the current year but remaining payroll deductions must be paid when you return from leave (spread over no more than 6 payroll periods and deducted pretax).
- *Catch Up.* As long as your leave begins and ends in the same year, you can make arrangements with the Payroll Department before you begin the leave to pay all payroll deductions that come due during the leave when you return from the leave. Your payment will be spread over no more than 6 payroll periods and is deducted pretax provided there is a sufficient number of payroll periods left in the same year from which to do so.

Enrollment Upon Return From Leave. If your leave begins and ends in the same year, your benefit selections will automatically be reinstated at the same rate as before you went on leave. Your reinstated coverage will be effective the first day of the second month after you return, unless your leave was subject to COBRA or FMLA. If your leave is subject to COBRA or FMLA, your reinstatement for the remainder of the plan year will be effective the first day of the month in which you return from leave. If your leave ends in a new plan year, your benefit selections as to insurance coverage will automatically be reinstated at the current rate for the new plan year unless you make new benefit elections. To activate your participation, complete a new enrollment form and return it to the Benefits Department within 30 days after returning from leave. Your elections will be effective on the first day of the second month after the Benefits Department receives your completed enrollment form. See Paragraph 6 “Automatic Elections” for details on what happens if you fail to timely return your enrollment form. If you continued your coverage through COBRA during your leave, or your coverage was continued during an FMLA leave, complete a return from leave application to avoid a break in coverage.

9. *What happens to my benefits if my employment with the Board ends, the plan is discontinued or I otherwise become ineligible to participate?*

Your participation in the plan ends when your employment ends, when the plan is discontinued, when you change to an ineligible classification or when you otherwise become ineligible to participate in the plan. The federal law known as COBRA requires that most group health plans give you and your family the opportunity to continue plan coverage when coverage is lost due to certain “qualifying events.” Specific information describing COBRA continuation coverage can

be found in the particular group health plan's summary plan description which has been provided to you.

10. *When will my participation in the plan end?*

Subject to the limited continuation of participation discussed in Paragraph 9, your participation will end on death, termination of employment, change in your employment status from an employee to independent contractor or self-employed individual or an employee classification that is not eligible to participate in the plan, plan termination, or the date you revoke your election to participate (subject to the rules discussed in Paragraph 7) or you fail to make required contributions by the due date.

11. *Plan Administration/Claim And Review Procedures.*

The Board is responsible for administration of the plan. If you feel you are being denied rights or benefits under the plan, you may file a written claim with the Benefits Department, Jefferson County Public Schools, VanHoose Education Center, 3332 Newburg Road, Louisville, Kentucky 40218, (502) 485-3436. Any claim to be reviewed by the Board must be filed within 30 days of the event giving rise to the claim. Untimely claims will not be processed. The Benefits Department will notify you of the Board's decision in writing as soon as administratively practicable. The Board's decision is final and conclusive and binding on all persons.

These claims and review procedures apply only to the IRC Section 125 Cafeteria Plan. If you want to file a claim under the group insurance plans, please refer to your summary plan description for the group insurance plan for details on how to file a claim under those plans.

12. *Plan Year.*

The plan year is the calendar year.

13. *Plan Amendment/Termination.*

The Board reserves the right to change or discontinue the plan at any time.

* * * * *

4.04 GENERAL INFORMATION - LIFE INSURANCE PLANS FOR BOARD-PAID AND STATE-PAID INSURANCE.

Beneficiaries

Before your coverage starts, you will receive a Beneficiary Designation Form to complete and return to the Employee Benefits Unit. On this form, you are to designate your beneficiary (or beneficiaries) for the proceeds of this coverage at your death. You may name anyone you choose as your beneficiary. You may also change your beneficiary designations at any time by completing a Beneficiary Change Form. (You will be required to visit the Benefits Unit and show a picture I.D. to change a beneficiary.) The Employee Benefits Unit must also be notified if you have a name change. If you do not name a beneficiary, then any payment resulting from your death will be distributed automatically to the first of your survivors as listed on the insurance policy.

Duration of your protection

As long as you are an eligible employee, this coverage is in effect on your life 24 hours a day, 365 days a year. If your employment should end, you may have the right to convert, or port, this coverage to an individual policy. You must contact the insurance carrier within 31 days of your separation date.

Claims information and processing

At your death, your beneficiary must send the following information to the Risk Management and Benefits Department:

- His/Her date of birth and Social Security Number
- Two certified copies of your Death Certificate

The mailing address is:

**Risk Management and Benefits Department
Jefferson County Public Schools
P.O. Box 34020
Louisville, KY 40232-4020**

After receiving the above information, the Risk Management and Benefits Department will file a Proof of Death Claim with the insurance company.

Note: For information about other benefits available to you and your family, see the manual sections entitled “Section 125 Cafeteria Plan” and “Other Programs.”

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4.05 GROUP TERM LIFE INSURANCE

(Paid in full by the Jefferson County Board of Education)

Coverage:	Basic Coverage	Minimum Coverage	Maximum Coverage	AD&D Coverage
	One times annual salary, rounded to next higher \$1,000	\$10,000	\$50,000	Same as Basic Coverage

Amount of your coverage

You have two types of coverage under this program: Basic Life Insurance Coverage and Accidental Death and Dismemberment Coverage (AD&D). Each type of coverage will equal one times your annual base pay, rounded to the next higher multiple of \$1,000, subject to the limits previously mentioned. For example, if your annual base pay is \$13,300, you will have \$14,000 of Basic Life Insurance Coverage plus \$14,000 of Accidental Death and Dismemberment Coverage. Your basic coverage and your AD&D Coverage are each subject to a minimum of \$10,000 and a maximum of \$50,000.

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4.06 GROUP TERM LIFE INSURANCE (Paid for by the Commonwealth of Kentucky)

Coverage:	Basic Coverage	AD&D Coverage
	\$20,000 death benefit protection	\$20,000 accidental death and dismemberment protection

Amount of coverage and benefits

Two types of coverage are provided under this state-paid program: \$20,000 of Basic Life Insurance Coverage plus \$20,000 of Accidental Death and Dismemberment Coverage.

Transfers from one agency to another agency

- Clean transfer – no break in employment (service)
- Small break in service transfer – 1 to 10 day break in employment, effective the 1st of the next month
- 11+ day break in employment is considered as a new employee, effective the 1st of the second month.

Termination of Employment

When an employee terminates employment, the coverage will end the last day of the month in which the employment ended regardless of the termination date of employment. For example, employee terminates January 15th, life coverage will end January 31st.

Conversion Periods

Employees will have 31 days from the termination date of insurance to convert their coverage. If the employee passes away within the 31 day conversion period, the claim may be paid under the group policy if all premiums have been paid up-to-date. For conversion rates, call the Commonwealth of Kentucky Group Life Insurance Department at 1-800-267-8352.

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4.07 LONG-TERM DISABILITY INSURANCE

(Paid in full by the Jefferson County Board of Education)

Eligibility for coverage

Long-Term Disability Coverage is provided for all full-time employees of the Jefferson County Board of Education on the first day of the month following the date you complete one full year of active employment as an eligible employee.

Benefit highlights

The Long-Term Disability (LTD) Plan replaces a portion of your basic monthly pay during periods of total disability. The amount of income protected by this plan is 66 2/3 percent of your basic monthly pay. The plan is not coordinated with other income for the first six months from the date of disability. However, after six months it will be coordinated with any monthly income you may be eligible to receive from:

- Social Security benefits.
- retirement program.
- any disability program sponsored by another employer.
- your employment while partially disabled.

Minimum and maximum LTD benefits

The **minimum** benefit payable from this plan is \$100 per month or 10 percent of your monthly benefit, whichever is greater.

The **maximum** benefit payable from this plan is \$4,000 per month less the total income you are receiving from all other sources.

Benefits qualifications

You **must** meet three (3) conditions to qualify for Long-Term Disability benefits:

- You must be totally disabled.
- You must satisfy a waiting period equal to the greater of:
 - 45 working days or
 - your total accumulated sick-leave days.
- You must be ineligible for Workers' Compensation Indemnity Benefits.

You will be considered **totally disabled** if you are unable to perform the primary duties of your **regular** job with the Board and are under the care of a qualified physician. This definition will apply during your waiting period for benefits and for the next 12 months of your disability.

After you have received disability benefits for 24 months, you will be considered totally disabled if you are unable to perform the primary duties of **any** job for which you are reasonably qualified due to your education, training, or experience.

However, no benefits will be payable for disabilities resulting from the following:

- War
- Your participation in a crime
- Self-inflicted injuries

Duration of benefits payments

Full-time employees are eligible for benefits for up to 24 months as long as they are disabled from performing their own occupation. Benefits may continue for up to 60 months if the employee is disabled from any occupation. Benefits will not be paid past five years or age 70 whichever occurs first. Other maximums will apply for disabilities due to substance abuse or mental and nervous disorders.

Claims information and processing

To apply for benefits from the LTD Plan, you must contact the Employee Benefits Unit to request an LTD Application. The employee and his/her doctor must complete the application. The application should then be returned to the Employee Benefits Unit for processing.

All claims must be filed within 180 days of the date the employee would become eligible for the benefit.

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4.08 COUNTY EMPLOYEES RETIREMENT SYSTEM (CERS) CLASSIFIED EMPLOYEES DEFINED BENEFIT PLAN

- Cost:** Shared by plan members and the Jefferson County Board of Education
- Benefits:** Distributions are made at retirement, disability, death, or severance of employment.

Eligibility and enrollment

All classified employees who work 20 or more hours per week are considered to be full-time employees and are required to become contributing members of the County Employees Retirement System (CERS). To be eligible for participation and benefits you must average at least 80 hours per month.

Your contributions to CERS

Your contribution rate is five percent of your gross pay if you were hired prior to 9/1/08, and is automatically deducted each payroll check. For those employees hired on or after 9/1/08, the contribution rate is six percent of your gross pay.

The amount you contribute is tax deferred and will not be subject to federal and state taxes until you begin receiving payments from the retirement system.

Your CERS account

When your membership begins, an individual account will be set up in your name under the County Employees Retirement System. Your contributions — plus interest — are credited to this account.

Information about your account is **confidential**. For this reason, you must contact the CERS Retirement office (in person or in writing) to obtain information about your account. All written inquiries must include your name, Social Security Number, signature, current address and should be mailed to:

**CERS Retirement Office
Kentucky Retirement Systems
Perimeter Park West, 1260 Louisville Road
Frankfort, KY 40601**

Annual statement of your account

You will receive an annual statement of your account showing your total service credit with CERS after the close of each fiscal year (June 30). This statement will show the balance in your account at the beginning of the year, the amount you contributed during the year, plus interest earned, and the balance in your account at the close of the year.

Board contributions to CERS

The Board's annual contribution to CERS is equal to a percentage of the total gross annual pay of all employees who are contributing members of CERS. The Board contribution percentage is determined by the Kentucky Retirement Systems.

Benefits provided by CERS

Your CERS membership provides you with the following:

- Income at early or normal retirement
- Income at disability retirement
- Optional retiree health care coverage
- Death and survivor benefits.

If you permanently terminate employment for reasons other than retirement or death, you are always entitled to a refund of the contributions you have made to your CERS account. However, when a refund is made, you will forfeit the service credits you have earned at that time, and you will not be entitled to future benefits. Your refund will be subject to Federal and State taxes.

CERS benefits, and the conditions you must meet to receive them, are fully explained in a booklet entitled *Summary Plan Description — Kentucky Retirement Systems*, published by the state. If you do not have this booklet, you may obtain a copy by calling the County Employees Retirement System in Frankfort, Kentucky at **502-564-4646** or **1-800-928-4646**. A copy is also available on the Kentucky Retirement Systems website at www.kyret.org.

Service credits

You must accumulate 60 months (five years) of service credits to qualify for most of the benefits payable from CERS (except a refund of your account).

Because service credits play an important role in determining your eligibility for benefits and the amount payable, CERS will permit you to purchase service credits for certain periods of employment not already credited under other pension plans. Contact CERS to determine if your prior employment or military service may be eligible for purchase and the cost associated with the purchase.

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4.09 KENTUCKY TEACHERS' RETIREMENT SYSTEM (KTRS)

Certified Employees Defined Benefit Plan

Cost: Shared by plan members and the Commonwealth of Kentucky

Benefits: Distributions are made at retirement, disability, death, or severance of employment.

Membership

Membership in KTRS is mandatory for all employees whose position requires a teaching certificate or a minimum of a four-year Bachelor's degree. Effective July 1, 2002, substitute teachers and part-time teachers will be included in KTRS.

The KTRS enrollment form along with a **copy** of your Social Security Card, is required to establish your account. After you have completed both documents, they will be forwarded to the Kentucky Teacher Retirement System by the Employee Benefits unit.

Your contributions to KTRS

Your contribution to KTRS will equal 9.855 percent of your gross pay increasing to 12.855 percent by 2015 and is automatically deducted from your biweekly earnings. If you were hired after 7/1/09, your contribution will be 10.855 percent increasing to 12.855 percent by 2015, with 1% going toward the health insurance fund.

Your retirement contributions are made on a tax-deferred basis. This means that the amount you contribute is not currently subject to federal and state taxes. As a result, you take home the tax savings in your net checks.

Note: KTRS members are **not** covered by Social Security, however, those hired on or after April 1, 1986, do participate in the Medicare program. You will have 1.45 percent of your gross taxable earnings withheld for Medicare coverage.

The State's and District's contributions

The Kentucky Department of Education contributes 13.105 percent or 14.105 percent respectively (depending on hire date).

In 2011, JCPS will contribute .50 percent increasing to 3 percent by 2015.

Your KTRS account

When your membership begins, an individual account will be set up in your name under the Kentucky Teachers' Retirement System. Your retirement contributions are credited to this account.

Information about your account is **confidential**. For this reason, you must write or call the Kentucky Teachers' Retirement System at the address and telephone number shown below to obtain information about your account:

Kentucky Teachers' Retirement System
479 Versailles Road
Frankfort, KY 40601-3868
(502) 573-3266 or (800) 618-1687

Annual statement of your account

You will receive an annual statement of your account after the close of each fiscal year (June 30). This statement will show the salary and service credits you earned for the year; the retirement contributions you made during the year, and the balance in your account at the end of the year. The statement will also show your total service credits with KTRS at the end of the fiscal year.

Benefits provided by KTRS

Your KTRS membership provides you with the following:

- Income at early or normal retirement
- Income at disability retirement
- Medical insurance coverage at retirement
- Death and survivor benefits

If you permanently terminate employment for any reason other than retirement or death, you are always entitled to a refund of the value of your KTRS account less Survivor Death Medical Fund (SDMF) deductions. However, when a refund is made, you will forfeit the service credits you have earned at that time, and you will not be entitled to future benefits. KTRS benefits and the conditions you must meet to receive them are fully explained in a booklet entitled *Summary Plan Description for Active Members of the Kentucky Teachers' Retirement System*, published by the state. If you do not have this booklet, you may obtain a copy by calling **1-800-618-1687**. A copy is also available on the KTRS website at www.ktrs.org.

Service credits

You must accumulate five years of service credit to qualify for most of the benefits payable from KTRS (except a refund of your account). Because service credits play an important role in determining your eligibility for benefits and the amount payable, KTRS will permit you to purchase service credits for certain periods of employment not already credited under other pension plans. Contact KTRS for determination if your prior employment or military service may be eligible for purchase and the cost associated with the purchase.

For the following credit purchases, you must submit payment two months prior to your effective date of retirement.

- Installment Purchases
- Reinstatement of Withdrawn Accounts
- Leaves of Absence – current and noncurrent
- Fractional Service

For the following actuarial purchases KTRS must have your completed application on file in order to provide you with the cost.

Military Service*	Federal Head Start Service*
Non-Standard Credit	Federal Government Service*
Out-Of-State Service*	Regional Mental Health Service*
Peace Corps Service*	

*The forms certifying these services must already be on file with KTRS.

Important Retirement Checklist

The following documents must be on file at the Kentucky Teachers' Retirement System prior to retirement.

- Your completed KTRS Application for Service Retirement.
- Your completed KTRS Medical Health Insurance Application
- A photocopy of your official, certified birth certificate from Vital Statistics.
- A photocopy of your Social Security card issued by the Social Security Administration and bearing its seal and your signature.
- A photocopy of your official, certified marriage license.
- A photocopy of your beneficiary's official, certified birth certificate from Vital Statistics.

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4.10 UNEMPLOYMENT INSURANCE

(Paid in full by the Jefferson County Board of Education, as required by state law under the Kentucky State Unemployment Program)

Eligibility/Qualifying for unemployment benefits

As required by state law, employees of the Jefferson County Board of Education are covered by the Kentucky State Unemployment Program. To qualify for unemployment benefits, you must meet all of the conditions required by law. Among these conditions is the requirement that you must have lost your job or suffered a loss of wages through no fault of your own. This means that unemployment benefits are not typically payable if you voluntarily terminate your employment.

In addition to having sufficient earnings during your base period, you must meet the following requirements for every week of benefits claimed.

- You must be physically and mentally able to work.
- You must be either totally unemployed or working less than full time and earning less than one and one-fourth of your weekly benefit amounts. If you work less than full time and if you are earning less than one and one-fourth times your weekly benefit amount, you may qualify for partial benefits. Eighty (80) percent of your gross earnings is deducted from your weekly benefit amount.
- You must be available for suitable work, and you must be making a reasonable effort to find employment.
- You must register for work with the Department for Employment Services.
- You must file a claim for any week for which benefits are sought.

Unemployment compensation is not typically paid for time off during an established and customary vacation period or holiday recess. For example, you will not typically qualify for unemployment benefits if:

- you are customarily off work during the summer vacation period and Board-approved spring and winter breaks.
- you have reasonable assurance of returning to work for the Board the next school year.

Claims information and processing

All claims for unemployment benefits must be filed with your local State Unemployment office.

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4.11 WORKERS' COMPENSATION INSURANCE

(Paid in full by the Jefferson County Board of Education)

Eligibility for coverage

As required by state law, all employees of the Jefferson County Board of Education are covered by Workers' Compensation Insurance. This coverage protects you against loss of income and helps pay medical expenses associated with work-related injuries.

Reporting a Workers' Compensation claim

Any on-the-job injury or accident should immediately be reported to your supervisor or a representative in the school office. In turn, your supervisor or office representative will report the incident to the Employee Benefits Unit.

Reporting time off the job

If you are off work for any days due to a work-related injury, you must report that time to the following:

- The Employee Benefits Unit
- The person responsible for payroll time reporting at your work location
- Your immediate supervisor

If you have exhausted all your sick leave in conjunction with a Workers' Compensation injury or leave, you will have to contact the Board's Payroll office at **485-3248** to make arrangements to continue any payroll deductions that would otherwise be cancelled including but not limited to health insurance and retirement service purchase. You are responsible for any deductions missed. Contact the Payroll Office for questions regarding your payroll deductions.

Reporting back to work

When you return to work, your supervisor or school office representative must notify the Employee Benefits Office. If lost time from work exceeds 14 calendar days, you are required to make an appointment with the JCPS Workers' Compensation counselor for a return-to-work conference **before** reporting to your job.

You may not return to work without providing a return to work notice from your attending physician.

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4.12 OPTIONAL BENEFITS PROGRAMS AVAILABLE TO JCPS EMPLOYEES

WITHIN SECTION 125 CAFETERIA PLAN

(Enrollment or changes permitted only by IRS guidelines)

- Health
- Dental
- Vision
- Supplemental Health*
- Cancer
- Accidental Death and Dismemberment
- Flexible Spending Account

OUTSIDE THE SECTION 125 CAFETERIA PLAN

- Automobile and Homeowners' Insurance
- Credit Union
- Group Legal Insurance
- Supplemental Group Term Life Insurance
- Whole Life Insurance
- Long-Term Care
- Tax-Deferred Annuity (401k, 403b, 457) (available to **all** employees)
- Legal Services Insurance
- Supplemental Health*

*Dependent upon your chosen plan

Deductions for optional benefits are taken on a pre-paid monthly basis over 12 months (24 deductions).

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