

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT ("Agreement") is made by and between the Windsor Locks Board of Education (the "BOARD") and the Windsor Locks Teachers Association (the "ASSOCIATION"). The BOARD and the Association will herein be referred to collectively as the "parties."

WHEREAS, the parties agree that it is in the parties' mutual interest to change the health insurance plan to the Connecticut State Partnership Plan 2.0 ("SPP") effective July 1, 2025; and

NOW THEREFORE, the parties agree as follows:

Effective July 1, 2025, subject to the conditions set forth below, in lieu of the health benefits described in Article 36 of the parties' July 1, 2025 to June 30, 2028 Collective Bargaining Agreement, the Board shall offer each bargaining unit member eligible for health benefits under Article 36 of the Collective Bargaining Agreement the opportunity to participate in the SPP for health benefits. The health plan benefits shall be as set forth in the SPP effective on July 1, 2025, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

- a. Promptly upon ratification of this Agreement, the Board shall apply to the State to admit this bargaining unit to the SPP. Should the Board's application be accepted, these provisions related to the SPP shall be implemented. Should the Board's application be rejected and reconsideration be denied, the terms of the Collective Bargaining Agreement shall remain in effect, subject to successor contract negotiations in accordance with statute.
- b. The premium rates shall be set by the SPP. Based on such rates, the Board and Association shall mutually agree on a blending methodology and establish a blended rate to provide the same rate to active and retired teachers in accordance with State statute. The Board and the Association shall pay the following percentages of the costs for such coverage:

	2025-2026	2026-2027	2027-2028
Board	79%	78.5%	78.5%
Employees	21%	21.5%	21.5%

- c. The SPP contains a Health Enhancement Plan (hereinafter referred to as "HEP") wellness component and employees and their dependents participating in the SPP are subject to the terms and provisions of the HEP for medical and dental care. (Note: dependent children are subject to HEP dental requirements only up to age 19.) All requirements are at the sole discretion of the State to determine and may change from time to time. In the event that individual

employees are non-participating or non-compliant with the HEP requirements, the following shall apply:

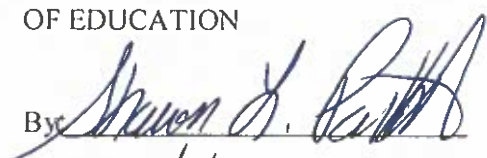
- i) A one hundred-dollar (\$100) per month premium cost increase and a three hundred fifty dollar (\$350) per participant to a maximum of one thousand four hundred-dollar (\$1,400) family annual deductible ~~sums~~ shall be paid one hundred percent (100%) by the non-participating or non-complaint teacher.
 - ii) No portion or percentage shall be paid by the Board and the per month premium cost increase shall be implemented through payroll deduction and the annual deductible shall be implemented through claims administration.
- e. In the event any of the following occur, the Board or the Association may reopen negotiations in accordance with Conn. Gen. Stat. § 10-153f(e) as to the sole issue of health insurance, including plan design and plan funding, premium cost share and/or introduction of replacement medical insurance in whole or in part:
 - i) If the SPP in its current form is no longer available, or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical insurance plan offered herein; and/or
 - ii) If Conn. Gen. Stat. Section 3-123rrr ~~et seq.~~ is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Board, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical insurance plan offered herein.
- f. If negotiations are triggered under subparagraph e. above as well as negotiations for a successor to this collective bargaining agreement, the parties shall consider the High Deductible Health Plan with Health Savings Account set forth in Article 36 of the Collective Bargaining Agreement (as signed on December 20, 2024) including plan design, coverage and benefits, managed care elements, and deductible funding to be the baseline for such negotiations and the parties shall consider the following additional factors:
 - Trends in health insurance plan design outside of the SPP; and
 - The costs of different plan designs.

Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.

- g. The Board agrees that the "Limited-Purpose" Health Care Flexible Savings Account (FSA) that was in the original language of Article 36 in the Collective Bargaining Agreement for 2025-2028 (signed on December 20, 2024) shall be changed to a "General-Purpose" Health Care FSA to allow teachers to best access the tax benefits of the FSA while in the SPP.
- h. The attached language changes in Exhibit A for Article 36, agreed to by the Board and Association through this Memorandum of Understanding, shall be placed in the revised Collective Bargaining Agreement for 2025-2028 and replace Article 36 as originally filed with the Town Clerk. The updated contract will be given to new teachers and filed online to provide clarity regarding the change of carrier to the SPP. In addition, the appendices in the CBA with Summaries of Benefits for health insurance and the FSAs shall be updated with the SPP and General-Purpose FSA information.
- i. The Board and Association agree that the maintenance of the no-fee HSA account arrangement with Liberty Bank, providing no-fee health savings accounts (HSAs) to employees of Windsor Locks, has been confirmed with Liberty Bank and will be maintained as originally set up. Employees will continue to get no-fee banking for their HSAs and to continue to use their HSA debit cards.

The terms of this MEMORANDUM OF AGREEMENT are recognized as a joint agreement by the Board and the Association, and the terms thereof shall not be subject to any grievance, administrative, judicial, or other challenge except where necessary to enforce the specific terms of this MEMORANDUM OF AGREEMENT.

WINDSOR LOCKS BOARD
OF EDUCATION

By: 

Date: 4/1/25

WINDSOR LOCKS TEACHERS'
ASSOCIATION

By: 

Date: 4/1/2025

EXHIBIT A

ARTICLE 36 INSURANCE BENEFITS *

The Board shall provide the following insurance benefits or the equivalent of each for all members, subject to the rules of the carrier:

A. State Partnership Plan

Effective July 1, 2025 by Memorandum of Understanding, subject to the conditions set forth below (*by Memorandum of Understanding as signed 4/1/2025 in lieu of the health benefits described in Article 36 of the parties' July 1, 2025 to June 30, 2028 Collective Bargaining Agreement as signed 12/20/2024 and filed with the Town Clerk*), the Board shall offer each bargaining unit member eligible for health benefits under this Article the opportunity to participate in the State Partnership 2.0 Plan (SPP) for health benefits as follows:

1. The Board shall offer employees a point of service (POS) health insurance plan, the State Partnership 2.0 Plan (SPP), as described in the summary of benefits in Appendix C. The health plan benefits shall be as set forth in the SPP effective on July 1, 2025, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP.

2. The monthly health insurance premiums for the comprehensive plan shall be shared between the Board and the covered employee: The Board and the Association shall pay the following percentages of the costs for such coverage:

	<u>Board</u>	<u>Employee</u>
2025-2026	79.0%	21.0%
2026-2027	78.5%	21.5%
2027-2028	78.5%	21.5%

Premium rates are annually set by the SPP. Based on such rates, the Board and Association shall mutually agree on a blending methodology and establish a blended rate to provide the same rate to active and retired teachers in accordance with State statute.

3. The SPP contains a Health Enhancement Plan (hereinafter referred to as "HEP") wellness component, and employees and their dependents participating in the SPP are subject to the terms and provisions of the HEP for medical and dental care. (Note: dependent children are subject to HEP dental requirements only up to age 19.) All requirements are at the sole discretion of the State to determine and may change from time

to time. In the event that individual employees are non-participating or non-compliant with the HEP requirements, the following shall apply:

- i) A one hundred-dollar (\$100) per month premium cost increase and a three hundred fifty-dollar (\$350) per participant to a maximum of one thousand four hundred-dollar (\$1,400)-family annual deductible shall be paid one hundred percent (100%) by the non-participating or non-compliant teacher.
- ii) No portion or percentage shall be paid by the Board. The premium cost increase shall be implemented through payroll deduction and the annual deductible increase shall be implemented through claims administration.

B. The following additional benefits shall be made available:

1. Blue Cross full service dental plan (see summary of benefits in Appendix C). Riders A, B, C, or equivalent coverage (Caps and Crowns) and Bridges and Periodontics shall be included in the dental plan. The monthly dental insurance premiums shall be shared between the Board and the covered employee as follows:

	<u>Board</u>	<u>Employee</u>
2025-2026	79.0%	21.0%
2026-2027	78.5%	21.5%
2027-2028	78.5%	21.5%

2. Group life insurance coverage of fifty thousand dollars (\$50,000) of benefit coverage for each full-time teacher (provided any part time teacher receiving this benefit as of June 30, 2010 will be "grandfathered"), fully paid by the Board, with an option to increase at teacher expense to that level authorized by the insurance carrier (see summary of benefits in Appendix D).

3. The Board and Association agree that the maintenance of the no-fee HSA account arrangement with Liberty Bank, providing no-fee health savings accounts (HSAs) to employees of Windsor Locks enrolled in the original High-Deductible Health Plan, has been confirmed with Liberty Bank and will be maintained as originally set up. Employees will continue to get no-fee banking for their HSAs and to continue to use their HSA debit cards.

C. The Board reserves the right to change insurance carriers at any time, with at least thirty (30) days' prior notice to the Association. No such change shall result in any lapse or reduction in benefits, or in any added burden to teachers in the filing or processing of claims. If the Board and the Association are unable to agree upon a change in insurance carriers within sixty (60) days from notice by the Board of its intention to change carriers, the matter, at the request of either party, shall be submitted to one person final and binding arbitration under the expedited rules of the American Arbitration Association.

D. The Board of Education will allow employees who retire under conditions specified in Article 45 entitled "Retirement: Supplemental Service Benefit," to continue hospital and medical coverage by those health service groups who accept the retirees as a member of the group plan in effect with the Board of Education. Full reimbursement to the Board of Education shall be made by the enrolled retiree for those coverages. This benefit shall be available to the age of sixty-five (65).

E. The Superintendent and such other administrators as he/she may designate are authorized to request the teacher to use a private car for such purposes as are deemed in the interest of education in the town, and, when so authorized, it shall constitute acting within the scope of the teacher's employment and in the performance of his/her duties.

F. The Board shall continue to offer a Section 125 premium conversion plan so long as permitted by law.

G. The Board shall offer to employees at group rates a disability insurance plan at the employee's full cost (see summary in Appendix D).

H. Either party may initiate a reopener for the purposes of exploring the State Partnership Plan.

I. The Board shall make available to employees, on an optional basis, a Section 125 Flexible Spending Account for Accident, Health Insurance, (IRC Sections 105 and 106) and Dependent Care Assistance (IRC Section 129). A General-Purpose Health Care Flexible Spending Account (FSA) is offered in addition to the Dependent Care FSA. Flexible Spending Accounts (FSA) allow employees to pay on a pre-tax basis for certain health care expenses (ex. co-pays for medical care; dental and vision coverage) up to \$3,300 (in 2025) and dependent care (ex. childcare, camp) up to \$5,000 (joint filers in 2025). Those employees who utilize these FSAs will assume the administrative costs. FSA funds must be utilized within the benefit year or will be forfeited. The FSAs are administered through Advance Benefits Strategies (see summary in Appendix D).

* This Appendix 36 has been modified by a Memorandum of Understanding (4/1/2025). A copy of the MOU and original contract language is on file at the Board of Education.