

**EAST WINDSOR REGIONAL SCHOOL DISTRICT
BUSINESS OFFICE
PHONE: 609-443-7717 ext. 2025 FAX: 609-443-8195**

ATTENTION:

This packet is for the 2016 – 2017 Waiver of Health Benefits Coverage

- **Carefully read pages 1 and 2.**
- **Fill out Part 1 of page 4 (Waiver of Health Benefits Coverage Application).**
- **Upon completion, return page 4 with a copy of your insurance card(s) from the other carrier(s) to the Business Office, Attn: Diana Bonilla, no later than June 20, 2016.**
- **The application will be reviewed and completed by the Business Office within 30 days of receipt. A copy of the completed application will be sent to you, for your records.**

Please note: If you have elected a waiver for the 2015 – 2016 academic year, you MUST renew your waiver application for the 2016 – 2017 academic year. Kindly follow the instructions above. Failure to remit a renewal application will result in the ineligibility of a waiver payout.

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2016 – 2017 WAIVER OF HEALTH BENEFITS COVERAGE

The East Windsor Regional School District (the “Employer”) offers a health benefits package to its eligible employees. The benefits package includes Medical, Prescription, Dental, and Vision Coverage (the “Plan”).

Some employees do not require coverage. This is because they are covered under another person’s insurance plan. These particular employees desire to waive their ability to participate in the Plan offered by East Windsor Regional School District. In exchange for this waiver, the employee will receive a taxable cash payment. Those choosing to participate need to fill out a Waiver of Health Benefits Application and remit proof of other insurance.

For the consideration recited below, the Employee and the Employer agree as follows:

1. **Waiver** - The Employee waives Coverage under the Employer’s Plan, which is currently provided to the Employee. The Employee shall not be entitled to any insurance benefits under the Plan after signing this waiver. In addition, the waiver of these health insurance benefits involves certain additional restrictions and certain risks, as outlined in this agreement.
2. **Term** – The term of the waiver of health benefits coverage is a 12 – month period beginning July 1, 2016 and ending June 30, 2017. It is understood that the employee must complete and sign a new waiver application each year. In the event of a change in circumstances, the Employee will be allowed to revoke this waiver and return to the Plan, subject to further restrictions, as outlined below. Employees are encouraged to review their insurance coverage needs annually, in conjunction with any other annual elections of the Employee.
3. **Pro-ration** – Employee who begin service during the year will be allowed to waive Coverage as of the first date of which their Coverage begins, had it been elected.
4. **Consideration** – The Employee shall receive, in consideration of the waiver of Coverage, an amount equal to 25% of the premium to purchase health benefits for the level of coverage that the Employee is eligible. This payment to the employee is TAXABLE and will be included in the income of the employee for the year in which the payment was made. Half of this payment will be made by a separate check on the last pay date in December and the last pay date in June. Partial waivers will be pro-rated, accordingly.
5. **Indemnification** – The Employee certifies that he/she understands and agrees that the waiver of foregoing benefits is of his/her own volition. It is not based upon representations from either East Windsor Regional School District or the East Windsor Education Association; or the East Windsor Management Association; or the East Windsor Support Staff Association other than the aforementioned monetary reimbursement. The Employee agrees to hold both East Windsor Regional School District and the Union harmless with regard to any adverse results of their voluntary and informed waiver of the foregoing benefits. The Employee also certifies that he/she has active Health Insurance on their own, and that he/she cannot waive their benefits through East Windsor Regional School District, if he/she has no active coverage.
6. **Eligibility** – The Employee acknowledges that the waiver of health benefits coverage, evidenced by this agreement, may create significant obstacles to the Employee’s further eligibility for insurance coverage. Specifically, a circumstance may arise where the Employee, or a dependent of the Employee, develops a condition after the waiver form is executed and prior to the Employee’s desire to re-enter the Plan. The revocation of this waiver will NOT automatically reinstate Coverage, as explained below. In addition, the waiver may affect

coverage that would have been available to the individuals related to the Employee through the operation of any federal or state laws.

7. **Reinstatement** – Reinstatement is available only during Open Enrollment or due to a change of life event. The Employee may be reinstated in the Plan by revoking this waiver and notifying the Employer of the Employee’s revocation as well as the Employee’s intention of seeking reinstatement. However, the Employee will not be allowed to opt back out of the Plan for that period. The Employee must execute any forms reasonably required by the Employer, or the insurance carriers, to begin reinstatement procedures. The Employee acknowledges that the Plan may have been terminated or altered during the time period in which the waiver was in effect. The Employee’s renewed participation in the Plan is also subject to any approval required by the Employer’s carriers, including any exclusions dictated by that carrier for any pre-existing conditions. It is anticipated that there will be a period of time between the Employee’s application for reinstated insurance coverage and the granting of coverage, if possible in order to assess the Employee’s eligibility. The Employer will require a Certificate of Insurance from the Employee as proof of loss of other coverage. The insurance carriers may require a waiting period prior to reinstating coverage.
8. **Cooperation** – The Employee agrees to cooperate with the Employer, both in execution of this form and in the administration of any changes to the Employee’s status regarding the Plan.
9. **General** – This agreement shall be binding on the Employee, those who would be entitled to the Employee’s benefits through the application of any federal or state law, the Employee’s respective legal or personal representatives, heirs, executors, administrators, successors, and assigns. In the event that any one or more of the provisions in this agreement shall be held to be invalid, the agreement of the Employer and the Employee with reference to the subject matter contained herein. The agreement may not be modified, altered, or amended except by a writing executed by the Employer and the Employee. This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

EAST WINDSOR REGIONAL SCHOOL DISTRICT

2016 – 2017 WAIVER OF HEALTH BENEFITS COVERAGE

Part 1: Employee Name: _____

I hereby certify that I am waiving my health benefits coverage under: [check appropriate level and coverage]

- Employee Only to No Coverage. Employee plus Family to No Coverage.
 Employee plus Spouse/Partner to No Coverage Employee plus Parent/Child(ren) to No Coverage.
 Employee plus Family to Employee Only Coverage Employee plus Parent/Child(ren) to Employee Only Coverage
 Employee plus Spouse/Partner to Employee Only Coverage

Coverage: [check appropriate coverage] Medical/Prescription Dental Vision

All categories higher than Employee Only must be supported by a signed statement that identifies the qualifying family members, relationship to employee, date of birth, and their social security numbers. The board reserves the right to seek reimbursement from any employee who receives waiver benefits for coverage(s) that they are not legitimately entitled.

Name	Relationship	Date of Birth	Social Security Number

I further certify that I understand and agree that my waiver of foregoing benefits is of my own volition. It is not based upon representations from either East Windsor Regional Board of Education or the East Windsor Education Association; or East Windsor Management Association; or the East Windsor Support Staff Association other than the aforementioned monetary reimbursement. I agree to hold both East Windsor Regional Board of Education and the Union harmless with regard to any adverse results of my voluntary and informed waiver of the foregoing benefits. I also certify that I have active Health Insurance on my own, and that I cannot waive my benefits through East Windsor Regional Board of Education if I have no active coverage.

I further understand that I may restore the benefits for which I am eligible during the next open enrollment period. This waiver must be renewed each year.

Employee's Signature _____ Date _____

Insurance card attached

Part 2: To be completed by the Business Office

We will pay the above Employee \$ _____ in place of providing East Windsor Regional Board of Education health benefits coverage for the period of _____ to the end of _____. We understand that this payment may not be more than 25% of the premium to purchase health insurance benefits for the level of coverage that Employee is eligible for.

Buyouts are payable at 50% on December 22RD and 50% on June 30th of the year for which the Employee has opted out, subject to all appropriate deductions.

Diana Bonilla, Payroll/Benefits Specialist

Business Administrator of other health benefits coverage:

Date: _____

B.A. Signature: _____

Original Waiver Application>Medical File Copy of Waiver Application>Employee Copy of Waiver Application>Payroll Office