

## SJUSD Salary Continuance Plan Highlights

### Eligibility

- a) Administrators
- b) Classified – Full-Time Employees
- c) Classified – Part-Time working 20 hours/week or more
- d) Certificated employees working 20 hours/week or more

Coverage starts date of hire for a), b), c) and first of the month following date of hire for d). Coverage will terminate when you are no longer an eligible employee; terminate employment with the District; or on the date the Income Protection Plan is terminated.

Actively at Work applies to d) and eligibility commences the first of the month following 11 consecutive days actively working.

### Benefits

For a), b), and c)

#### DISABILITY

The Plan pays  $66\frac{2}{3}\%$  of earnings beginning from the first day in the hospital or the eighth day of disability or the expiration of accrued District sick leave benefits, whichever occurs later. Payments will continue for twelve months or until eligibility to receive PERS or STRS disability benefits commences.

Payments are reduced by any income received, or entitled to be received, from Worker's Compensation, Disability or Retirement Social Security Benefits and any Disability, Retirement or other income benefits provided by or through the San Jose Unified School District.

In the event of an employee death while receiving benefits, the surviving spouse, or legal dependent(s), shall continue to receive the same benefits for a period of three months from the date of death.

Disabilities due to the same or related cause, if separated by a period of no more than three months, shall be considered as one disability benefit period with no new waiting period required.

Earnings mean annual salary divided by twelve. Earnings for hourly employees is based upon the hourly base rate of pay (times normal hours the employee would have worked had s/he not been disabled) at the time of disability.

For d)

#### ACCIDENTAL DEATH AND DISMEMBERMENT

Accidental Death, loss of both hands, both feet, the sight of both eyes, or any two of these – \$1,000

Loss of one hand, one foot, or the sight of one eye – \$500

You are not covered for losses from:

- a) intentionally self-inflicted injury or suicide, whether sane or insane;
- b) bacterial infections (except pyogenic infections occurring simultaneously with and in consequence of bodily injury for which accidental death or dismemberment benefits are payable);
- c) bodily or mental infirmity, disease of any kind, or as a result of medical or surgical treatment therefor;
- d) the commission of or the attempt to commit an assault or felony by you;
- e) war, whether declared or undeclared, or insurrection;
- f) any travel or flight as a pilot or crew member in any kind of aircraft; or

- g) travel or flight in any kind of aircraft owned, operated or leased by or on behalf of the District or any Sub-Group referred to in the Plan.

### **Disability**

The Plan pays \$200 per regular work month while the employee is receiving fully paid sick leave; then 75% of the monthly contract salary. A minimum monthly benefit of \$400 will be paid during any period in which substitute differential pay is received. Benefits commence following ten consecutive regular workdays of disability. Benefits continue up to one year from expiration of fully paid sick leave.

Payments are reduced by any Other Income. No benefits are payable for a pre-existing sickness until immediately following at least ten consecutive regular work days of full-time active employment.

In the event of an employee death while receiving benefits, the surviving spouse, or legal dependent(s), shall receive the following benefits for a period of three months from the date of death:

- 75% of contract salary for employees with five or more years in STRS or PERS, or
- 50% of contract salary for employees with less than five years in STRS or PERS.

“Other Income” means the total amount of income or benefits which are received, while disabled, from the following sources:

- a) income eligible to receive from your employer,
- b) benefits payable under any other disability income plans for which the employer pays the premium, including those required under any worker’s compensation or employer’s liability law, or
- c) disability benefits or pensions payable under any governmental plan; except that the following provisions will apply:
  - i) Military service retirement benefits, and military disability allowances being received as a consequence of prior service connected disabilities, are excluded, except as provided in ii) below.
  - ii) Military disability allowances applied for after becoming disabled, while insured, will be considered as “Other Income”.
  - iii) Disability allowances received under the California State Teachers Retirement System, or the Public Employees Retirement System during the first year of any “Benefit Period” are excluded.
  - iv) Improvement factors or cost of living adjustments which become effective after the date of disability are excluded.

The term Other Income will also include disability benefits which are eligible to be receive, whether or not actually applied for, from any other group life or disability insurance plans, any franchise or wholesale insurance plans. With respect only to employees with less than five years of service under STRS or PERS who have received disability benefits for at least one year, the term Other Income means income which the employee is eligible to receive, whether or not actually applied for, from any of the sources enumerated in items a), b), or c) in this definition.