

12.1 Active Members Benefits

12.1.1 CALPERS Medical Plans

12.1.1.1 The District shall contract with the California Public Employees Retirement System (CALPERS) Health Benefits program to provide medical insurance for all active employees, eligible retirees and eligible survivors of retirees.

12.1.1.2 Pursuant to Government Code § 22890 and 22892 the District shall contribute a portion of the cost of providing the benefit coverage afforded under the health benefit plan.

~~12.1.1.2.1 During the calendar year 2008, the District contribution for active employees shall be \$97.00 per month.~~

12.1.1.3 Active Employees Benefit Account

The District shall establish a benefits account for each active employee eligible for medical coverage who has enrolled in one of the CALPERS medical insurance plans. All such employees shall receive monthly contributions from the District into their benefits accounts. For employees with no dependents, the amount shall be at the single premium rate of the plan selected; for employees with one dependent, the amount shall be the two-party rate for the plan selected; and for employees with more than one dependent, the amount shall be the Kaiser Family Rate of the plan selected. If an employee chooses a plan more expensive than the Kaiser Family Rate, the District contribution shall be no more than the Kaiser Family Rate.

12.1.1.3.1 ~~The 2008 Kaiser Family rate is \$1223.74 and includes the District's contribution of \$97.00. The District's maximum contribution shall be the 2009 Kaiser Family rate.~~ The District and AEA agree to meet and negotiate the District's contribution towards medical benefits each year.

12.1.1.3.2 Dependents include the spouse, children, and/or domestic partner (as defined in Appendix J) of an Active Employee.

12.1.1.3.3 Double Coverage Exemption

The District will pay a unit member showing proof of medical coverage provided by an employed spouse or domestic partner may choose to have \$200 per month in lieu of benefits placed in a tax sheltered annuity (TSA) of Agreement between AUHSD and AEA, continued 7/12.2007, his/her choice (in lieu of medical coverage) effective as soon as possible after the ratification of this contract.

12.1.1.4 The District will offer an IRC 125 “Cafeteria Plan” for benefits. The plan will be structured so as to treat the District contribution towards benefits as non-taxable.

12.1.1.5 Reporting Status Changes. Employees shall have the right to inform the District of an increase in their dependents at any time and have the amount contributed be adjusted accordingly, in accordance with CALPERS or the insurance carrier’s rules. Employees shall be required to inform the District of any reduction in dependents and a corresponding reduction in premium amounts contributed by the District shall be made.

12.1.2 Dental Plan

12.1.2.1 For dental insurance, the District will provide the Delta Dental plan with a \$1,500 annual benefit cap, a \$1,000 orthodontia one-time maximum benefit, 3 cleanings and a \$25.00 deductible, excluding diagnostic and preventive care (check-up exam and cleaning)

12.1.3 Vision Plan

12.1.3.1 The District will provide for the premium payment to Vision Service Plan C, composite rate, \$5.00 deductible.

12.1.4 Taxability of Benefits

12.1.4.1 The District shall not treat the District contributions toward medical, dental, or vision benefits as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liability or penalty that may arise out of the implementation of this section.

12.2 Retiree Benefits

12.2.1 CALPERS Medical

12.2.1.1 Eligibility of retirees and survivors of retirees to participate in this program shall be in accordance with the regulations promulgated by CALPERS. Unless prohibited by CALPERS or by law, the medical plan coverage described shall apply to eligible persons retired or who retire under CALPERS.

12.2.1.2 Pursuant to Government Code § 22890 and 22892 the District shall contribute a portion of the cost of providing the benefit coverage afforded under the health benefit plan ~~The District shall pay \$17.89 per month on behalf of each eligible retired employee or eligible survivor of a retired employee who subscribes with CALPERS for coverage. This amount on behalf of retirees or their eligible survivors shall be increased annually, at the current minimum rate of 5% required by CALPERS regulations.~~

12.2.1.3 The District shall provide eligible retirees a monthly District contribution toward medical coverage provided to the retiree subject to the approval of the insurance carrier. Effective January 1, ~~2008~~ 2009, the District's monthly contribution per eligible retiree shall not exceed the Kaiser 2009 ~~\$470.67~~ for single party coverage or ~~\$941.34~~ for the Kaiser 2009 two party coverage, with the retiree responsible for any costs in excess of the District's maximum contribution as stated above.

12.2.1.3.1 An eligible retiree is one who is at least 55 years of age and not more than 65 years of age, who has rendered the equivalent of 10 years of full-time service, including Board-approved leave, in the District immediately prior to retirement.

12.2.1.3.2 The District shall pay the medical coverage contribution commencing upon retirement and continuing for five (5) years after retirement becomes effective or until the retiree reaches age 65 or until the retiree's death, whichever comes first.

12.2.1.3.2.1 A surviving spouse or domestic partner is entitled to the benefits described in 12.2.1.3.

12.2.2 Dental Plan

12.2.2.1 The District shall pay the dental insurance premium for eligible retirees at a rate that shall not exceed \$60.06 for single party coverage or \$120.12 for two-party coverage for members who retirement becomes effective June 30, 2007 and ending June 30, 2012.

12.2.2.1.1 An eligible retiree is one who is at least 55 years of age and not more than 65 years of age, who has rendered the equivalent of 10 years of full-time service, including Board-approved leave, in the District immediately prior to retirement.

12.2.2.1.2 The District shall pay the dental coverage contribution commencing upon retirement and continuing for five (5) years after retirement becomes effective or until the retiree reaches age 65 or until Agreement Between AUHSD and AEA, Continued 7/12/2007 the retiree's death, whichever comes first.

12.2.2.1.2.1 A surviving spouse or domestic partner is entitled to the benefits described in 12.2.2.1.

12.2.2.2 An eligible retiree who has been retired for five (5) years or reaches the age of 65 years of age may continue purchasing the district's dental insurance plan.

12.2.2.2.1 To continue in the dental plan, the retiree shall be required to pay the premiums on the 1st of the preceding month that the premiums are due. Failure to pay the premiums on time shall result in the retiree being dropped from the dental plan.

- 12.2.2.2.2 Effective January 1, 2008 the dental plan premium for retirees is \$60.06 for single party coverage and \$120.12 for two-party coverage.
- 12.2.2.2.3 Each eligible retiree shall re-register annually for the Plan contribution during the annual enrollment period for the insurance coverage selected in order to remain eligible for participation in the Plan. A retiree may not leave and later rejoin the Plan.
- 12.2.2.2.4 In the event that a Federal and/or State medical benefits program is established prior to the expiration of the retiree's eligibility for and participation in the Plan, the District-provided contribution shall be combined with the Federal and/or State contribution, and necessary contribution adjustments shall be made.
- 12.2.2.2.5 The District contribution to a retiree shall be adjusted in accordance with Plan limitations if alternative coverage is obtainable by retiree in other employment or through retiree's spouse or domestic partner as defined in Appendix M. Neither retiree nor retiree's spouse or domestic partner as defined in Appendix M shall be entitled to an in-lieu tax sheltered annuity.
- 12.2.2.2.6 Memorandum language shall be consistent with CALPERS regulations and limitations.

12.2.3 Vision Plan

- 12.2.3.1 The District shall pay the vision insurance premium for eligible retirees at a rate that shall not exceed \$15.55 for single party coverage or \$31.10 for two-party coverage for members who retirement becomes effective June 30, 2007 and ending June 30 2012.
 - 12.2.3.1.1 An eligible retiree is one who is at least 55 years of age and not more than 65 years of age, who has rendered the equivalent of 10 years of full-time service, including Board-approved leave, in the District immediately prior to retirement.
 - 12.2.3.1.2 The District shall pay the vision coverage contribution commencing upon retirement and continuing for five (5) years after retirement becomes effective or until the retiree reaches age 65 or until the retiree's death, whichever comes first.
 - 12.2.3.1.2.1 A surviving spouse or domestic partner is entitled to the benefits described in 12.2.3.

12.2.3.2 An eligible retiree who has been retired for five (5) years or reaches the age of 65 years of age may continue purchasing the district's vision insurance plan.

12.2.3.2.1 To continue in the vision plan, the retiree shall be required to pay the premiums on the 1st of the preceding month that the premiums are due. Failure to pay the premiums on time shall result in the retiree being dropped from the vision plan.

12.2.3.2.2 Effective January 1, 2007 the vision plan premium for retirees is \$15.05 for single party coverage and \$31.10 for two-party coverage.

12.2.4 Benefit Plan Continuation

12.2.4.1 The District agrees to provide retired employees in the bargaining unit with an opportunity to make premium payments for District group medical payments for which they are eligible. For those programs for which deductions are not made by PERS, the required payments from the retired employee must be remitted to the District office by the first day of each month.

12.3 Pre-Retirement Reduced Service Option

12.3.1 Effective 2001-2002, employees who qualify under the terms of this article may reduce their workload from full to part-time, with retirement benefits (STRS) based on full-time employment. Retirement to STRS must be immediately following the conclusion of this, unless the District and AEA mutually agree otherwise.

12.3.1.1 A maximum of three (3) unit members from each school site (except Del Oro shall be one) may be enrolled in the pre-retirement program at the same time. Members will be approved in the order of their written application.

12.3.1.2 The employee must have reached the age of 55.

12.3.1.3 The employee must have been employed full-time in positions requiring certification for at least ten (10) years, of which the immediately preceding five (5) years were full time.

12.3.1.4 Applications must be received by Human Resources no later than April 30th of the school year preceding participation in the program.

12.3.1.5 Applicants will be informed of their acceptance into the program no later than June 15th of the school year preceding participation in the program.

12.3.1.6 The District and the employee will make the contribution required by full-time employees to the State Teachers' Retirement System (STRS).

12.3.1.7 The option of part-time employment can be exercised at the request of the employee and can be revoked only with the mutual consent of the employer and the employee.

- 12.3.1.8 The employee shall be paid a salary which is the pro rata share of the salary he or she would be earning had the employee not elected to exercise the option of part-time employment
- 12.3.1.9 The employee shall retain all other rights and benefits for which the employee makes the payments that would be required if the employee remained in full-time employment.
- 12.3.1.10 The employee shall receive health and dental benefits as provided full-time employees by the District and by law.
- 12.3.1.11 The minimum part-time employment shall be .6 FTE (60%) or greater.
- 12.3.1.12 STRS regulations shall be followed.
- 12.3.1.13 The employee shall accrue sick leave on a pro rata basis.
- 12.3.1.14 Employees who enter the pre-retirement reduced service option may continue for up to three (3) years.
- 12.3.1.15 For each full year on the pre-retirement reduced service option the employee (only those having been employed fewer than 15 years in the Acalanes Union High School District) shall forfeit one year of retirement medical benefits.
- 12.3.1.16 Employees electing pre-retirement options prior to January 1, 2001 are subject to the stipulations of the contract agreement agreed to by the District and the Association at the time of their election.

12.4 Post-Retirement Employment Program

12.4.1 This Program is established pursuant to Education Code sections 24214, 24216.5 and 24216.6, to allow the District to employ retired teachers without the constraints of the post retirement compensation limitation established by the Education Code section 24214. The District may employ a teacher who retired from the State Teacher Retirement System (STRS) if the teacher meets any of the following conditions:

- 12.4.1.1 The teacher retired with an effective date on or before January 1, 2000, and will provide direct classroom instruction to students in 9th through 12th grade, and/or provides other services as specified in Education Code section 24216.5(a) (2).
- 12.4.1.2 The teacher retired with an effective date on or before July 1, 2000, and will provide direct remedial instruction to students in grades 9 through 12 as defined in Education Code sections 24216.6, 37252 and 37252.5. This subsection shall become effective on January 1, 2001.
- 12.4.1.3 For a period of at least twelve (12) months, the retired teacher has not performed the activities identified in Education Code sections 22119.5(a)(1-

9). This subsection shall be effective from January 1, 2001 through January 1, 2008.

- 12.4.2 Each retired teacher employed pursuant to this program shall be placed in a distinct class of temporary teachers, shall be placed within the AEA bargaining unit, shall be covered by all articles of this Agreement except as specified in sections 12.3.4 and 12.3.6, and shall be classified as a “Retired Temporary Teacher” (RTT). The service of a RTT shall not be included in computing the service required as a prerequisite to attainment of or eligibility for classification as a permanent employee of the District.
- 12.4.3 The District retains the final discretion as to the type of work to which RTTs will be assigned, the percentage of any part-time work, the qualifications for the work, and the availability of work.
- 12.4.4 Retired Temporary Teachers shall not be subject to the evaluation provisions of Article XI.
- 12.4.5 A Retired Temporary Teacher shall be placed at a maximum of Step 10, Range D on the certificated salary schedule, based on training and previous experience.
- 12.4.6 Retired Temporary Teachers shall not be subject to provisions of the employee benefits described in Article XII, except they shall be provided dental and vision coverage as described in sections 12.1.7 and 12.1.8.
- 12.4.7 Retired Temporary Teachers who retired from other school districts shall not receive health and welfare benefits pursuant to Article XII.
- 12.4.8 Retired Temporary Teachers may not participate in the Pre-Retirement Reduced Work Option described in section 12.2.