

ARTICLE 8: HEALTH AND WELFARE BENEFITS

8.1 Unit members shall be eligible for the health and welfare benefits herein described in accordance with the following provisions:

8.1.1 Effective January 1, 2014 , the District shall contribute up to \$11,000 per plan year ["District Contribution"] toward the cost of medical benefits for full time K-12 unit members, full time Children's Centers instructors, and all job-sharing, bargaining-unit members whose partner waives his/her right to District-paid contributions, pursuant to Article 28.1.3.6.

8.1.1.1 Effective July 1, 2016 or upon ratification of the Agreement, whichever comes later; the above annual maximum contribution shall be increased by \$500. Effective January 1, 2017, the above annual maximum contribution shall be increased by an additional \$500, which will increase the above annual maximum contribution to \$12,000.

8.1.1.2 An active unit member whose spouse is also an employee of the District, and eligible to receive a District contribution toward medical insurance, may combine benefit contributions to purchase any PERS medical insurance plan provided that only one employee is identified as the subscriber and the District contribution for each individual employee does not exceed the premium for such medical insurance plan.

8.1.2 Payments for medical benefits by the District shall be prorated for part-time employees, other than hourly.

8.1.3 Adult School and ROP Teachers

Adult school and ROP teachers who are employed and working:

- (a) less than twelve (12) hours per week as of the first full week in October and the first full week in March in a contract year are not eligible for medical benefits.
- (b) twelve (12) or more hours per week but less than twenty (20) hours per week as of the first full week in October and the first full week in March in a contract year shall be eligible for fifty percent (50%) of the District Contribution toward medical benefits.
- (c) twenty (20) or more hours per week but less than thirty (30) hours per week as of the first full week in October and the first full week in March in a contract year shall be eligible for seventy-five percent (75%) of the District Contribution toward medical benefits.
- (d) thirty (30) or more hours per week as of the first full week in October and the first full week in March in a contract year shall be eligible for

one hundred percent (100%) of the District Contribution toward medical benefits.

8.1.4 Home teachers shall be eligible for fifty percent (50%) of the District Contribution toward medical benefits.

8.2 A member of the bargaining unit who attains age 55 and retires from active service under the State Teachers' Retirement System or Public Employees' Retirement System provisions may continue on the District's health plan until age 65. To be eligible for coverage, a member of the bargaining unit must have completed not less than fifteen (15) years of continuous service in the District, and must retire from active service in the District.

For retirees who meet the restrictions and eligibility requirements as set forth in the paragraph above, the District shall pay one hundred percent (100%) of the contribution currently being paid for employee only, medical insurance only. Coverage is subject to the conditions and provisions of the District's insurance program and is limited to group medical plans.

8.2.1 After exhaustion of retiree health benefits under Article 8.2, and for retirees who do not qualify for benefits under Article 8.2, the retirees desiring to purchase medical benefits may do so by paying to the District, or any third party designated by the District, the full cost of such benefits in accordance with District procedures.

8.3 During the term of this Agreement, and pending a conclusion of negotiations on any successor Agreement, if the District expands its current participation in self-funded program(s) to include life or medical protection, such expansion shall not result in any benefit modification or increase in employee contribution unless otherwise negotiated by the parties.

8.4 DENTAL, VISION, LIFE, AND EMPLOYEE ASSISTANCE
For full time unit members, the District shall contribute the full cost of employee only Dental, Vision, Life, and Employee Assistance. The District contribution for these benefits shall be prorated for eligible part-time employees consistent with Articles 8.1.2, 8.1.3, and 8.1.4.

8.5 PRE-TAX EARNINGS
Employee contributions for benefits provided for as per Section 125 (Flexible Benefits) of the IRS Code are to be paid at employee's option with pre-tax earnings. Employee selection of this option shall be made available during the open enrollment period.

8.6 The District shall provide eligible unit members with an opportunity to enroll in available group health, dental, vision, and life insurance programs as shown in Exhibit I.

8.7 It is agreed and understood that unit members on unpaid leave may continue to participate in any of the health and welfare benefits plans available to them throughout the District by making prompt payments for said benefits to the District for transmittal to the benefits carriers, but only to the extent that the

benefit carriers for the District approve and permit such participation by unpaid leave status employees of this District.

8.8 DOMESTIC PARTNERS

Effective January 1, 2004, the term "spouse" for the purposes of dependent health and welfare benefit coverage shall include "domestic partners" under the following conditions:

1. The two partners shall have registered their domestic partnership by the filing of a Declaration of Domestic Partnership with the Secretary of State of the state of California;
2. A copy of the Declaration of Domestic Partnership bearing the acknowledgment of receipt by the Secretary of State shall be presented to the District within thirty (30) days of registration with the Secretary of State and/or during open enrollment.
3. Within thirty (30) days of the termination of the domestic partnership in accordance with section 299 of the Family Code, the unit member shall notify the District of such termination in which case coverage for the former domestic partner shall cease on the last day of the month during which the District is notified of such termination.