This Memorandum of Understanding ("MOU") is entered into by and between the Temecula Valley Unified School District ("District") and the Temecula Valley Educators Association ("Association").

WHEREAS, Article 7.5 of the Collective Bargaining Agreement ("CBA") relating to retiree health and welfare benefits lists the following qualification criteria and Retiree Medical Bridge Benefit:

7.5 RETIREE HEALTH AND WELFARE BENEFITS To qualify for this benefit, a retiring bargaining unit member must be at least fifty-five (55) years of age, and have fifteen (15) years of full-time service in the District as of the date of retirement. Partial years of service may be counted to reach fifteen years of full time service. For example, two years at 50% service will amount to one year of full time service. The retiring bargaining unit member must have participated in H&W insurance for the past 10 years with the District. Further, the retiring bargaining unit member must submit his/her letter of retirement no later than February 15th of the school year that he/she retires, and the retirement must be effective at the end of that school year.

The retiree benefit paid by the District shall not exceed the cost of the lowest active HMO medical premium at the time of retirement; however, in no event shall the benefit exceed the District’s health and welfare contribution limit for each bargaining unit member. The retiree benefit shall only be applied towards the purchase of a health and welfare benefits package (including health, dental and vision). The benefit shall be paid for the lesser of five (5) years or until the retiree attains Medicare age eligibility (i.e. 65 years of age).

WHEREAS, last year the District and Association renewed a MOU to lessen the criteria required to qualify for benefits pursuant to Article 7.5 for the 2021-2022 school year only.
WHEREAS, the District and the Association have agreed to continue to lessen the criteria required to qualify for benefits pursuant to Article 7.5 and adjust the Retiree Bridge Medical benefit for the 2022-2023 school year and incorporate this agreement into the Collective Bargaining Agreement.

NOW, THEREFORE, the District and Association agree as set forth below.

1. Commencing in the 2022-2023 school year, the following unit members are eligible for benefits under Article 7.5:
   a. Any bargaining unit member eligible for benefits under existing Article 7.5.
   b. Any bargaining unit member who is at least fifty-five (55) years of age, and has twelve (12) years of full-time service in the District as of the date of retirement. Partial years of service may be counted to reach twelve (12) years of full time service. For example, two years at 50% service will amount to one year of full time service. Bargaining unit members do not need to have been enrolled in benefits prior to their retirement from the District.
   c. For the 2022-2023 school year, unit members who meet the eligible criteria noted in this agreement must submit their letter of retirement, effective at the end of the 2022-2023 school year, no later than February 28, 2023. In future years, the deadline to submit a letter of retirement and participate in the retiree Bridge Medical program shall be by no later than February 15th.

2. The provision allowing bargaining unit members to qualify for benefits pursuant to Article 7.5 even if they have not been enrolled in benefits prior to their retirement is expressly contingent upon the District’s current benefits provider allowing for these employees to enroll in benefits upon retirement. Should the carrier not allow such an arrangement, the parties will revert to the existing contract language without further negotiations. That language reads as follows: “the retiring bargaining unit member must have participated in H&W insurance for the past 10 years with the District.”

3. Commencing in the 2022-2023 school year, the retiree benefit paid by the District shall cover the cost of a District offered HMO single retiree plan and lowest cost dental and vision plan. In no event shall the benefit exceed the District’s health and welfare contribution limit for a bargaining unit member. In the event the employee selects a non-HMO retiree plan, the cost of the lowest HMO single retiree plan may be applied towards the purchase of another healthcare plan offered through TVUSD. The dental and vision benefit may only be applied towards a dental and vision plan offered through TVUSD. The benefit shall be paid for the lesser of five (5) years or until the retiree attains Medicare age eligibility (i.e. 65 years of age).
4. The District and Association agree to meet and negotiate concerning the incorporation of this MOU, or other terms related to Bridge Medical, into the collective bargaining agreement to be effective for the 2023-2024 school year. It is understood that any new language to the CBA will not be considered ratified until the entire CBA is ratified in accordance with law.

5. Retirements under Article 7.5 and this MOU remain irrevocable in accordance with Board Policy.

6. This MOU is subject to approval by the District Governing Board.

For the District:

Francisco Arce  
Assistant Superintendent  
Human Resources Development  

Date 1/25/2023

For the Association:

Brian Balaris  
Bargaining Chair  
Temecula Valley Educators Association  

Date 1/25/2023