

**TEMECULA VALLEY UNIFIED SCHOOL DISTRICT
TEMECULA VALLEY EDUCATORS ASSOCIATION, CTA/NEA**

**Retiree Medical Bridge
Memorandum of Understand
October 9, 2019**

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

WHEREAS, Article 7.5 of the Collective Bargaining Agreement relating to retiree health and welfare benefits lists the following qualification criteria:

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.

WHEREAS, the District and the Association desire to temporarily lessen the criteria required to qualify for benefits pursuant to Article 7.5, in order to study the associated costs and determine the effect on the amount of retirements per year.

NOW, THEREFORE, the parties agree as set forth below.

1. For the 2019-2020 year only, 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. Unit members who meet the eligible criteria noted in this agreement must submit their letter of retirement, effective at the end of the 2019-2020 school year, no later than February 15, 2020.
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: “[t]he retiring bargaining unit member must have participated in H&W insurance for the past 10 years with the District.”

3. For each bargaining unit member who qualifies for benefits pursuant to Paragraph 1(b) of this MOU, and who elects benefits pursuant to Article 7.5, the Association shall contribute \$5,000.00 for each year of eligibility, taken directly from their benefits reserve account. The payment amount shall be amortized over three years. For example, the following three employees qualify for benefits pursuant to Paragraph 1(b) of this Agreement

Employee	Age	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Total
A	62	\$5,000	\$5,000	\$5,000	No longer eligible	No longer eligible	\$15,000
B	61	\$5,000	\$5,000	\$5,000	\$5,000	No longer eligible	\$20,000
C	56	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000

TOTAL: \$60,000

The \$60,000 cost will be amortized over a period of three years, requiring a \$20,000 annual contribution from the Association benefits reserve account. Such contribution shall be automatically withdrawn by the District with notice to the Association.

4. The parties agree to meet prior to the last bargaining unit member working day of the 2019-2020 year to review and assess the expanded retiree medical program.
5. This lessening of qualifications described in this MOU shall expire at the conclusion of the 2019-2020 school year and shall not be renewed unless mutually agreed on by the Association and the District. The payment obligations on both the District and Association shall continue as long as employees who retired pursuant to Paragraph 1(b) of this Agreement are receiving benefits.
6. Retirements under Article 7.5 and this MOU remain irrevocable in accordance with Board Policy.
7. This MOU is subject to approval by the District Governing Board and the Association Leadership Council.

For the District:

Raymond R. Johnson 10-9-19
Date

Raymond R. Johnson
Assistant Superintendent
Human Resources Development

For the Association:

Brian Balaris 10/9/19
Date

Brian Balaris
Chief Negotiator
Temecula Valley Educators Association

E. Joe Mueller 10/9/19
Date

E. Joe Mueller
Director
Human Resources Development