

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

Retiree Medical Bridge  
Memorandum of Understanding  
January 14, 2021

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:

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, last year the District and Association met and agreed to an MOU to lessen the criteria required to qualify for benefits pursuant to Article 7.5 for the 2019-2020 school year only.

WHEREAS, the District and the Association desire to lessen the criteria required to qualify for benefits pursuant to Article 7.5 for the 2020-2021 school year and thereafter.

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

1. Commencing in the 2020-2021 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. Unit members who meet the eligible criteria noted in this agreement must submit their letter of retirement, effective at the end of the 2020-2021 school year, no later than February 16, 2021.
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

<b>Employee</b>	<b>Age</b>	<b>Yr 1</b>	<b>Yr 2</b>	<b>Yr 3</b>	<b>Yr 4</b>	<b>Yr 5</b>	<b>Total</b>
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.

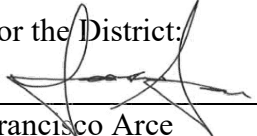
4. The District and Association agree to meet prior to the last bargaining unit member working day of the 2020-2021 year to review and assess the expanded retiree medical program.
5. This lessening of qualifications described in this MOU shall expire at the conclusion of the 2020-2021 school year. The payment obligations on both the District and Association shall continue as long as employees who retired pursuant to Section 1(b) of this Agreement are receiving benefits.

Notwithstanding, and subject to the review provided in Section 4, above, the District and Association agree to incorporate the language of this MOU into the collective bargaining agreement to be effective for the 2021-2022 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.

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.

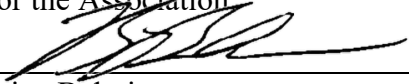
For the District:



Francisco Arce  
Assistant Superintendent  
Human Resources Development

1/14/2021  
Date

For the Association:



Brian Balaris  
Chief Negotiator  
Temecula Valley Educators  
Association

1/14/2021  
Date