

ARTICLE 15 – HEALTH AND WELFARE BENEFITS

Section 1. Full-time Employee Plan Choices

Full-time employees, may upon initial employment or during the annual enrollment period, enroll themselves and/or their qualified dependents in their choice of the following plans:

- a. For medical, either the Blue Cross CaliforniaCare Plan or the Blue Cross Prudent Buyer Plan. Either such option includes participation in the Blue Cross Behavioral Health Plan. Under either such option, the District contribution applies toward the employee and qualifying dependents.
- b. For dental, either the Delta Dental Plan, CIGNA Dental Plan, or the Safeguard Dental Plan;
- c. For vision, the Vision Service Plan (District contribution applies toward employee only; dependents are at employee's expense);
- d. For life insurance, there is a decreasing term life insurance policy for employee only, which will pay \$52,000 for employees whose death occurs under age 25, and gradually decreases with age to a \$3,900 payment for employees whose death occurs at age 70 or older. This plan also provides for a small payment in the even of a death of a spouse or child.

Section 2. Part-time Employee Plan Choices

Regular employees, who are those working at least one-half time but less than full-time, shall have the plan choices described in Section 1 above, but the District contribution applies toward the employee only and not to dependents. The employee may purchase coverage for qualified dependents under the plans described in Section 1 at his/her own expense.

Note: Unless otherwise noted above, the District is responsible for medical, dental, vision, and life insurance premiums for the plans and benefit levels in place during the 2004-05 benefit year. For subsequent years, the responsibility for any increase shall be determined through the negotiations process, or, if applicable, through a negotiated compensation formula.

Section 3. Teachers and Temporary Contract teachers shall be eligible for District paid health and welfare benefits for a period of time of the contractual assignment. The District payment shall be calculated on the basis of the fractional portion of the length of the contractual assignment compared with the length of time served by a full-time employee. Selections of the medical plan and the effective date thereof shall be made on the same basis as in Section 1 or 2 of this Article.

Section 4. Under the existing health and welfare insurance plans, a regular contract teacher whose employment terminates following the last day of the school year and before the commencement of the ensuing school year, is entitled to the insurance protection he had selected through September 30 of the ensuing school year.

Section 5. An employee* employed at the beginning of the school year, and who terminates employment after the fifth month of the school year, shall be entitled to pay (in advance and on a

ARTICLE 15 – HEALTH AND WELFARE BENEFITS

quarterly basis) the full premium for the end of that school year, and shall then be entitled to coverage through September 30 of the ensuing school year.

Section 6. Dependents* who were covered by a District Health Plan at the time of an eligible employee's death shall be permitted to continue enrollment in the District Plan at their own expense (subject to usual dependent rules) at a rate to be established by the District from time to time to reflect fairly the actuarially-estimated cost of such survivor benefits. This benefit shall expire at the earlier of either: (a) Five (5) years from the date of the employee's death, or (b) upon the date the deceased employee would have reached age sixty-five (65).

Section 7. The District's obligations under this Article are limited to payment of the premiums or sums indicated above. All terms and conditions of the various programs available pursuant to this Article are to be determined by the carriers' respective plans, and are to be resolved between the carrier and the unit member. All disputes with respect to the carriers' administration of such programs are not the responsibility of the District, and are not subject to the grievance and arbitration procedures of Article IV of this Agreement.

Section 8. The Employee Benefits Committee may be asked to study the feasibility of a Health and Welfare Benefit Trust for the purpose of sponsoring benefits beyond age sixty-five (65).

Section 9. Effective January 1, 2005, for purposes of dependent coverage of spouses, the term "spouse" shall also include "domestic partners" as defined in applicable California law. Under such definitions, the term "domestic partner" applies only to qualified State-registered same-sex couples age 18 and over, and to qualified state-registered opposite-sex couples, age 62 or over. Within thirty (30) days of the termination of the domestic partnership in accordance with section 299 of the Family Code, the employee shall notify the District of such termination and coverage for the former domestic partner shall cease on the last day of the month of notice. As a result of the above revision of the term "spouse," the children of a qualified "domestic partner spouse" will be eligible for dependent coverage subject to the same rules as are applicable to children of traditional spouses under the District's various policies of insurance coverage.

*These provisions describe negotiated contract guarantees. Employees, retirees and dependents/-spouse may also have other rights as provided by State and Federal law.