

1 District's claimed overpayment, the District shall first initiate a legal action and
 2 obtain a court order validating the claimed overpayment amount before it may
 3 recover the overpayment amount. If in court the employee is represented by
 4 council supplied by TALB, then the provisions of subdivision (b) of Section
 5 35483.8 of the Government Code shall apply to the litigation.
 6

- 7 b. If the employee agrees that the District overpaid them in the claimed amount,
 8 reimbursement shall be mad to the school employer through one of the following
 9 methods mutually agreed to by the employee and the school employer: (A) Cash
 10 payment or cash instalment payments; (B) Installment payments through payroll
 11 deduction covering at least the same number of pay periods in which the error
 12 occurred; (C) The adjustment of appropriate leave credits, provided that the
 13 overpayment involves the accrual or crediting of leave credits. Any errors in sick
 14 leave balances shall be adjusted with sick leave credits, and any installment shall
 15 not exceed the amounts specified in Section 706.050 of the Code of Ci vile
 16 Procedure.
 17
- 18 c. Absent mutual agreement on a method of reimbursement pursuant to section (2)
 19 above, within 30 days of the employee verifying the overpayment amount the
 20 district shall proceed with recoupment in court pursuant to section (1) above.
 21
- 22 d. An employee who is separated from employment before full repayment of the
 23 overpayment amount owed shall have ana mount sufficient to provide full
 24 repayment withheld from any money owed to the employee upon separation,
 25 provided that the state minimum wages is still paid to the employee. If the mount
 26 owed to the district upon separation is insufficient to provide full reimbursement
 27 to the District, the District shall have the right to exercise any and all other legal
 28 means to recover the additional amount owed.
 29

30 **4. Pay Warrant Adjustments:**

- 31
- 32 a. (Education Code, Section 45051) Contract employees hired after the
 33 beginning of the contract year shall be notified at the time of employment that
 34 they will receive a pay adjustment in their first warrant. Contract employees
 35 who resign, retire, go on unpaid leave, or are terminated prior to the end of
 36 their work year may have their last pay warrant adjusted.
 37
- 38 b. The annual salary of any employee who is employed after the beginning of
 39 the school year, or who resigns, retires, is terminated, or goes on unpaid leave
 40 prior to the end of the school year shall be computed by comparing the
 41 number of days actually worked by the employee (including absence days in
 42 paid status) to the total number of working days in the school year.
 43

- 44 **5. Additional Assignments:** Bargaining unit employees qualified for additional
 45 teaching assignments in School for Adults and/or summer school shall be given
 46 priority consideration. Employees selected by the District to fill positions in the

1 Additional Assignments Schedule shall be paid at the rates and in the manner
2 described in that schedule.

- 3
4 6. **Occasional Projects:** Employees elected by the governing board to work additional
5 days on projects related to their primary job responsibilities shall be paid at District
6 hourly rates as described in the Additional Assignments Schedule.

7
8 7. **Catalina Island Employees:**

9
10 a. Full-time employees who actually work and reside on Catalina Island shall
11 receive a salary addition as provided in the Certificated Non-Management
12 Salary Schedule. In addition, effective the first school day each year, Catalina
13 Island employees shall receive a travel expense allowance. For 2025-2026,
14 the allowance is \$1366.78. Each year thereafter, the allowance will be
15 adjusted by the same percentage as the salaries of K-12 unit members.
16 Employees working less than full time shall receive a share of the travel
17 expense allowance proportionate to the time worked.

18
19 b. Upon employee request, the District shall provide costs not to exceed \$500
20 for moving possessions and an automobile to Catalina Island.

21
22 c. The District shall pay employee costs of routine transportation to and from
23 in-service training meetings required by the District.

- 24
25 8. **Mileage.** Employees who are authorized by the Board of Education to receive
26 reimbursement for mileage will be reimbursed at the rate per mile established by the
27 Internal Revenue Service for business mileage.

- 28
29 9. **403(b) and 457 Plans.** Unit members may participate in the District approved tax
30 sheltered annuity plans, including the 403(b) and 457 plans, through voluntary
31 payroll deduction. The District shall pay the fees, if any, of a third-party
32 administrator who will be responsible for plan administration and compliance. The
33 District shall consult with TALB when considering a change in the 403(b) or 457
34 third party administrator.

35
36 B. **HEALTH AND WELFARE BENEFITS:**

- 37
38 1. **Employee Eligibility.** Bargaining unit employees working fifty (50) percent or more
39 of a full-time assignment as defined in Article V, Section A.11., (exclusive of job
40 sharing, Article V, Section A.14.) are eligible for health, dental, vision, and life
41 insurance benefits as provided in this Article. Effective 2010-11, the employer
42 contribution shall be pro-rated for less-than-full-time unit members.

43
44 a. All coverage is effective the first day of paid service or first paid day upon return
45 from unpaid leave of absence.

- 1 b. Any employee in unpaid leave status for a period in excess of thirty (30)
2 calendar days may continue health and welfare benefit coverage as provided
3 in this Article by personally paying the premiums. The percent of the annual
4 premiums to be paid shall be the same as the percent of the contract year
5 during which the employee is in unpaid leave status. (For example, a one
6 hundred eighty-four [184] workday teacher on unpaid leave for one [1]
7 semester, i.e., ninety-one [91] days, is responsible for fifty (50) percent of the
8 annual benefit premiums.)
9
- 10 c. An employee who fails to enroll during open enrollment or within thirty (30)
11 days of initial eligibility will be automatically enrolled in the lowest cost
12 medical plan, Delta Premier, Vision, and Life.
13
- 14 d. Dependents of employees who, pursuant to paragraph c. above, are defaulted
15 into the designated District group medical plans are not eligible to be enrolled
16 except as follows:
17
- 18 (1) During the next open enrollment period; and/or
19
- 20 (2) Within thirty (30) days of becoming eligible by virtue of such
21 qualifying events as birth, adoption, marriage or registering of a
22 California Domestic Partnership.
23
- 24 2. The 2013 District annual maximum contribution toward individual unit member
25 insurance premiums for District medical plans for full time employees, employee
26 plus one and family coverage shall be based on the 2013 District PPO rates as
27 adjusted by the cost containment changes. The District’s annual maximum
28 contribution excludes District dental and vision insurance.
29

30 Beginning the 2014 insurance year (January 1, 2014), and each year thereafter, the
31 District shall increase the prior year’s District annual maximum (DAM) contribution
32 toward individual unit member insurance premiums for District medical plans for
33 full-time employees, employee plus one and family coverage by 3.5%. In the event
34 the elected coverage in a District insurance program exceeds the above stated District
35 maximum annual contribution, the cost difference shall be paid by the unit member
36 through payroll deduction. Employees will be required to pay the cost difference for
37 each plan (except for the lowest cost medical plan) and their selected tier (Employee
38 Only, Employee Plus one (1) and Family). The Health Benefits committee shall
39 actively work to limit increases greater than 3.5%, through plan design modifications,
40 vendor selection, wellness programs, and member education. In the event that the
41 combination of the annual medical plan rate increase and/or cost containment results
42 in premiums below the District maximum annual contribution described above, that
43 difference will mitigate future rate increases.
44

45 Effective January 1, 2016 District plans shall be managed in the following manner:
46

- 1 a. Effective July 1, 2016 the new plan year shall be based on the fiscal year (12
2 months).
3 i. Open enrollment shall take place in May of each year with all plan
4 changes being effective on July 1.
5 b. Flexible Spending Accounts plan year will match the District’s fiscal year
6 (July 1 – June 30) with open enrollment taking place in May of each year and
7 all plan changes taking effect July 1.
8 c. In the initial transition year, the deductibles and out-of-pocket maximums that
9 have accrued during the “short” plan year shall carry over for the first plan
10 year based on the fiscal calendar. The accrued deductible and out-of-pocket
11 maximum then shall reset back to zero on July 1, 2017.
12 d. The District Annual Maximum (DAM) shall be converted to the fiscal year
13 by taking the arithmetic average of the DAM for 2016 and 2017 calendar
14 years.
15

16 Example:

$$17 \quad 2016-2017 \text{ DAM} = [(2016 \text{ DAM}) + (2017 \text{ DAM})]/2$$

18 Effective July 1, 2017 the DAM will increase each July 1 by 3.5%.
19

- 20 3. The lowest cost District medical plan offered unit members in any given insurance
21 year shall not be subject to the District annual maximum contribution described in
22 Section 2 above. In the event that the District anticipates that the premiums for the
23 lowest cost District medical plan may exceed the District annual maximum
24 contribution as described in Section 2 above in the succeeding year, negotiations will
25 automatically be initiated to address the excess cost during the next round of
26 negotiations.
27
- 28 4. All eligible unit members retiring from the District after August 31, 2013 shall
29 receive the same District annual maximum contribution for District medical plans
30 provided to active unit members. The retiree, or un-remarried spouse including
31 registered domestic partners of the deceased retiree, shall pay the difference to remain
32 in the District medical plan through the duration of benefit eligibility, as defined in
33 Article VI, Section C. Spouse who remarry and those who register with a new
34 domestic partner would not maintain eligibility.
35
- 36 5. The District shall apply any health benefit cost containment changes, including plan
37 design changes, implemented for active employees to retirees.
38
- 39 6. **Health Insurance.** Employees may choose coverage for themselves and their
40 eligible dependents or same gender domestic partners for whom a Declaration of
41 Domestic Partnership is currently on file in the office of the Secretary of State for the
42 State of California. A choice shall be made from any one of the approved plans
43 described below during the enrollment period announced by the Risk Management
44 Branch.
45

1 The District agrees to offer employees medical health benefits that include at least
 2 one PPO and two HMO options. Specific providers, plans and plan designs shall be
 3 provided to employees annually prior to open enrollment. Modifications to providers,
 4 plans, and plan designs shall be subject to recommendations by the Health Benefit
 5 Committee (HBC) and shall be subject to negotiations by the parties. Specific
 6 providers and plan designs will not be outlined in the Agreement although they will
 7 be subject to negotiations, and the contractual grievance procedures. (Supersedes
 8 Article VI, Section B.2a, b, and c except the first sentence of Section Article VI, B.2).
 9

10 a. **Kaiser Foundation Health Plan.**

11 Brief description of coverage: Unlimited lifetime maximum. Continuation of
 12 existing plan without modification of benefits, except as noted.
 13

14 Annual out of pocket maximums are \$1,500 Individual and \$3,000 Family
 15

16 Physician Visit: \$10 co-pay, effective 7/1/2017.
 17

18 Emergency Room Visit: \$100 co-pay, effective 3/1/2013. The fee is waived
 19 if the person is admitted to the hospital.
 20

21 Chiropractic Care: \$5 co-pay and 30 visits per year, effective 1/1/07.
 22

23 Prescription Plan: 100 Day Supply): Retail Generic and Non-Formulary co-
 24 pays are \$5; Retail Brand co-pay is \$10 effective 7/1/17.
 25

26 b. **HMO Plan.**

27 Brief description of coverage: Effective March 1, 2013, this plan will be
 28 referred as the HMO TALB plan. The ability to move between the HMO and
 29 Comprehensive Major Medical is no longer available. Continuation of
 30 existing plan without modification of benefits, except as noted.
 31

32 HMO. Office visits, \$10; no deductible; hospitalization 100% covered.
 33 Unlimited lifetime maximum.
 34

35 Emergency Room Visit: \$100 co-pay, effective 3/1/2013. The fee is waived
 36 if the person is admitted to the hospital.
 37

38 Chiropractic Care HMO): \$5 co-pay, up to 30 visits per year, effective 1/1/07.
 39

40 Prescription Plan: Effective 7/1/18, the HMO prescription plan will revert to
 41 a three (3) system by the provider. Retail co-pay per thirty (30) day
 42 prescription: \$5 generic; \$10 formulary; and \$35 non-formulary. Mail order
 43 co-pay for up to ninety (90) day prescription supply: \$5 generic; \$10
 44 formulary; and \$35 non-formulary.
 45

1 c. **PPO. COMPREHENSIVE MAJOR MEDICAL.** Continuation of
2 existing plan without modification of benefits, except as noted.

3
4 (a) Effective January 1, 2016, \$300/\$600 deductible; 20% co-
5 insurance; \$1,000 individual/\$2,000 family per year out-of-
6 pocket limit (in addition to deductible).

7
8 (b) Effective January 1, 2016, \$500/\$1,000 deductible; 40% co-
9 insurance; \$5,000 individual/\$10,000 family per year out-of-
10 pocket limit (in addition to deductible).

11
12 (c) Chiropractic Care PPO: Up to 25 visits per injury. Extra
13 Visits must be deemed medically necessary as of 1/1/22.

14
15 Emergency Room Visit: (In-Network/Out of Network) \$100 co-pay,
16 effective 7/1/2017. The fee is waived if the person is admitted to the hospital;
17 subject to plan specifications.

18
19 Prescription Plan: Effective 7/1/2017 the PPO plan will include a
20 comprehensive prescription program with the following co-pay structure:

21
22 National Formulary: The District shall participate in the National Formulary
23 to the extent offered by the district PPO Plan's Pharmacy Benefit Manager
24 effective July 1, 2016.

25
26 Retail Pharmacy (30 Day Supply): \$5 co-pay for generic; \$20 co-pay for
27 formulary; and \$50 co-pay for non-formulary.

28
29 Mail Order (90 Day Supply): \$0 co-pay for generic; \$20 co-pay for
30 formulary; and \$50 co-pay for non-formulary.

31
32 d. Hearing Aids. Any active employee who is insured under any one of the
33 District sponsored medical plans may request reimbursement for the costs of
34 hearing aids. The maximum amount of reimbursement shall not exceed one
35 thousand dollars (\$1,000) within any three (3) year period. The cost of
36 hardware, fitting tests, and other tests related to the hearing aids purchased
37 shall be included for reimbursement purposes.

38
39 7. **Dental Insurance.** The District agrees to provide eligible employees with District
40 payment of premium costs. Employees may choose between approved plans described
41 below:

42
43 a. Delta Dental, PPO Plus Premier. This is a continuation of the present plan and
44 the District shall continue to pay premium costs under this plan for the employee
45 only. The employee may choose to pay premium costs for eligible dependents.
46 Maximum amount paid by plan per person per calendar year:

1
2 In-Network PPO Dentists: \$2,200.
3 Premier and Out-of-Network Dentists: \$2,000.
4

- 5 b. DeltaCare USA Dental Health Plan. This is a continuation of the present plan.
6 Coverage for both the employee and his/her eligible dependents is provided for
7 by this plan.
8

9 8. **Life Insurance.** Employees whose regular annual salary exceeds fifteen thousand
10 dollars (\$15,000) shall be insured for the amount of the annual salary but not to exceed
11 fifty thousand dollars (\$50,000); employees whose regular annual salary is fifteen
12 thousand dollars (\$15,000) or less shall be insured for fifteen thousand (\$15,000). The
13 amount of coverage shall be based upon the salary rate on the last day of actual service
14 to the District by the employee.
15

16 9. **Vision Care Insurance.** The District agrees to provide vision care insurance for eligible
17 employees. The EyeMed plan provides one (1) comprehensive examination every
18 twelve (12) consecutive months; two (2) pairs of lenses in any twenty-four (24)
19 consecutive months. Employee is responsible for paying a ten dollar (\$10) deductible
20 per calendar year. Prior enrollment in the plan is required.
21

22 Employees may purchase an enhanced vision plan for the employee, employee plus one,
23 or employee plus family through the District. The District standard allocation for the
24 Vision Plan will be deducted from the cost of the enhanced plan. The remaining costs
25 will be covered through monthly payroll deductions.
26

27 10. **Mental Health Care Service.** Employees and eligible dependents shall be provided
28 outpatient mental health care service through the same Health provider in which the unit
29 member is enrolled through the District (i.e. If medical is provided by the PPO, the mental
30 health care is provided through the PPO.)
31

32 11. **125 Plan- Flexible Spending Accounts.** Upon securing the appropriate government
33 approval, the District will provide employees the opportunity to participate in a 125 Plan
34 at no administrative cost to the employee. Attendance at informational meetings shall be
35 voluntary.
36

37
38 C. **DURATION OF BENEFITS:**
39

40 1. **Retiring Employees After Seventeen Years of Service.** Employees shall be
41 eligible for District-paid premiums for health insurance provided that (a) the
42 employee is age fifty-five (55) or older upon retirement and has seventeen (17) or
43 more service years in the District or (b) the employee has at least thirty (30) years of
44 service credit with STRS or PERS and seventeen (17) or more service years with the
45 District. This benefit shall end when the retiree reaches age sixty-seven (67) on the
46 condition that the retiree, if eligible, applies for coverage under Medicare Part A and

1 B coverage at age sixty-five (65). Eligible employees who fail to apply for such
 2 coverage will not receive District-paid premiums for health insurance from age sixty-
 3 five (65) to age sixty-seven (67). The retiree, or un-remarried spouse of deceased
 4 retiree, may remain in the District plan by paying personally the insurance premiums
 5 without any limit on age.
 6

7 Medicare coverage will be primary for those employees who are eligible; the
 8 District's plan will provide secondary or umbrella coverage over Medicare payments.
 9 Additional information is available from the Risk Management Branch. (For health
 10 insurance benefits, unit member employees compensated for fifty [50] percent or
 11 more of a full-time assignment will receive one [1] year of credit toward the required
 12 seventeen [17] years of service.)
 13

14 Note: Time worked in an hourly assignment (0.0 FTE Position) is not included in
 15 service credit, for the purposes of eligibility for District-paid premiums for health
 16 insurance for retiring employees.
 17

- 18 2. **Resigning/Retiring Employees.** Employees who do not qualify under Section 1.
 19 above and who resign as of the last day of the traditional school year and after having
 20 served a complete contract year immediately prior thereto shall be eligible for
 21 District-paid health, dental, vision, and life insurance benefits through September 30
 22 following the school year of service.
 23

24 Resigning/retiring employees (regular or temporary contract) who complete a full
 25 year of service and who were originally employed in the District on a year-round
 26 calendar with salary prorated over two hundred sixty (260) days will have benefits
 27 provided through September 30 following the school year of service. Retirees age
 28 fifty-five (55) or older may remain in a District plan by paying personally the
 29 insurance premiums beginning the first of the month after the employee's retirement
 30 date. There is no limit on age. Medicare coverage will be primary for those
 31 employees who are eligible; the District's plan will provide secondary or umbrella
 32 coverage over Medicare payments. Additional information is available from the Risk
 33 Management Branch.
 34

- 35 3. **Temporary Contract Employees.** Persons with temporary contracts on traditional
 36 calendar who receive a letter of assurance for future employment shall have
 37 continuous health, dental, vision, and life insurance benefits through the months of
 38 July, August, and September following receipt of the letter of assurance.
 39

- 40 4. **Employees on STRS/PERS Disability.** Employees who otherwise qualify and who
 41 are disabled and begin drawing STRS/PERS disability payments after June 1, 1979,
 42 shall be eligible for District-paid health insurance for the term of the disability but
 43 not more than thirty-nine (39) months from the dates of approval of the disability
 44 allowance.
 45

1 5. **Health Insurance Extension.** For employees who do not qualify for benefits as
 2 described in Sections C.1. or C.2. above, District-paid health, dental, vision, and life
 3 insurance coverage shall be extended to the end of the calendar month in which
 4 employment is terminated.

5
 6 6. **Dental Insurance Extension.** Employees who retire from the District may remain
 7 in a District plan by paying personally the insurance premiums as provided for in
 8 Education Code, Section 7000. Employees who terminate employment with the
 9 District may extend their dental insurance at employee expense as provided in the
 10 Consolidated Omnibus Budget Reconciliation Act (COBRA). Information should be
 11 requested from the Risk Management Branch.

12
 13 D. **TUBERCULOSIS EXAMINATION.** Required examinations for tuberculosis shall be
 14 provided by the District at no cost to employees only if District-designated service providers
 15 are utilized. The TB testing procedures has added a TB risk assessment questionnaire and,
 16 if risk factors are identified, the District shall require TB testing and examination to
 17 determine the unit member is free of infectious tuberculosis. The examination shall consist
 18 of an approved intradermal tuberculin test (Mantoux), which, if positive, shall be followed
 19 by an x-ray of the lungs.

20
 21 E. **CONSULTATION MEETINGS.** The Association shall be invited on an annual basis to
 22 consultation meetings with the District and other employee groups for the purpose of
 23 exchanging information on the implementation of health, dental, and vision plans. The
 24 District also shall provide the Association the following documents without cost: provider
 25 service agreements, financial reports, cost containment reports, and claims information
 26 summaries.

27
 28 F. **HEALTH AND WELFARE BENEFITS COMMITTEE.** The Association and District
 29 agree to form a joint committee to meet on an as needed basis to address the current and
 30 projected increases in health care costs. All recommendations will be submitted for
 31 consideration to the respective collective bargaining teams for negotiating. The specific
 32 duties of the subcommittee shall include:

33
 34 a. Actively considering health and benefit cost containment measures relating to District
 35 PPO, HMO, vision and dental insurance plans for recommendation to the parties. This
 36 includes, but is not limited to, co-payments and plan design modifications, active rate
 37 bidding by health care vendors/providers and alternative plans. It is the intent that the
 38 subcommittee shall use every reasonable effort to maintain the premiums for the lowest
 39 cost District medical plan below the District annual maximum contribution described in
 40 Section B.2 above.

41
 42 b. Membership education intended to fully maximize health benefits in a manner that
 43 encourages cost containment and quality health care (e.g., use of emergency room for
 44 non-emergency matters, use of generics, etc.).

45
 46 c. Ongoing data sharing regarding comparable costs and health plans with similar districts.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

d. Timelines for meetings consistent with making necessary recommendations for ongoing negotiations and health benefit renewal dates.

Committee representation shall be limited to a maximum of four representatives from each party. The parties shall utilize consultants and/or facilitators as mutually agreeable. Team members shall agree to joint training on labor-management facilitation, health benefit design and how to assess benefit plans and look for cost savings while maintaining quality health care.

Subject to state or federal regulations, the parties agree that all data and communications regarding health and welfare benefit programs shall be shared openly between the parties, including discussions regarding bidding and renewals.