

ARTICLE 22

RETIREMENT PLANS & RETIREE HEALTH/DENTAL BENEFITS

22.1 Part-time Employment Leading to Retirement (Willie Brown Program)

A program designed to allow unit members aged fifty-five (55) or over to work part-time and receive full-time retirement credit during the ten (10) years immediately prior to retirement will be implemented as follows:

- 22.1.1 Application for this program must be made to the Human Resources Office by February 15 in the year previous to the school year in which the unit member intends to participate in the program. In January, the Director of Human Resources, or their designee will hold an informational meeting to review Article 22.1 of the collective bargaining agreement if positions are available or being added for the next year.
- 22.1.2 A form contract as shown in Appendix D shall be used. Any change in this form shall be approved by the District and the Association. Individual contracts will be agreed between unit member and District.
- 22.1.3 To be eligible the unit member must be fifty-five (55) years of age, and shall have had a minimum of ten (10) years employment in Mt. Diablo Unified School District, the most recent five (5) years of which must be on a full-time basis.
- 22.1.4 The minimum of the equivalent of half-time service may be exceeded upon the mutual consent of the unit member and the District.
- 22.1.5 Beginning in the spring of 1999, the District will allow up to twenty (20) unit members to participate in the program, although it shall not be required to grant this full number. Limits on participation shall not affect unit members in the program at the time the limitations become effective.
- 22.1.6 Those entering the program for the first time shall do so on the basis of District seniority.
- 22.1.7 Mutual agreement between the unit member and the immediate supervisor is required before the plan can be implemented.
- 22.1.8 At the end of the maximum ten (10) year part-time employment period the unit member is required to submit a resignation. Resignation may occur before the end of the ten (10) year period.
- 22.1.9 Revision or termination of the program will not modify the status of personnel who entered the program prior to the effective dates of such revision or termination.
- 22.1.10 Article 5, Transfer, will not apply to participants in this program.
- 22.1.11 Salaries and preparation periods of secondary classroom unit members will be based on the normal teaching load of a full-time unit

member as follows:

21.1.11.1	Normal Length of Student Day	Pay Per Period
21.1.11.1.1	6 periods	1/5 full-time rate
21.1.11.1.2	7 periods	1/6 full time rate

22.1.12 Salaries of secondary nurses will be based on the normal student days as follows:

21.1.12.1	Normal Length of Student Day	Pay Per Period
21.1.12.1.1	6 periods	1/6 full-time rate
21.1.12.1.2	7 periods	1/7 full time rate

22.2 Early Retirement Plans

22.2.1 The following Early-Out Retirement Plans shall be available to all unit members provided that application is made to the Personnel Services Office no later than three (3) months preceding date of retirement:

22.2.1.1 Early-Out Plan (E.C. §24203)

22.2.1.1.1 This program is designed for employees who have thirty plus (30+) years of service in California. Under this program the retiree's allowance is reduced by one-quarter (1/4) of one percent (1%) for each month under age fifty-five (55), and by one-half (1/2) of one percent (1%) per month for each month under age sixty (60).

22.2.1.2 Limited Term Reductions (E.C. §24211)

22.2.1.2.1 This program is designed for employees who desire to retire prior to age sixty (60). The program reduces the allowance by half for a limited amount of time. The employee would receive a full allowance when the reduced amount paid for after age sixty (60) equals the amount prior to age sixty (60).

22.2.2 Savings Clause

22.2.2.1 In the event that legislative authorization for any of the Early- Out Retirement Plans described in §22.2.1.1 and §22.2.1.2 is rescinded or modified, the parties shall meet at a mutually agreeable time to replace or modify these sections. If the legislature adds alternate early retirement plans, the parties may meet to add to this Article sections stating that such plans are available to employees.

22.3 Post-Retirement Contract for Service

22.3.1 This program provides for payment of eligible retirees on a contract-for-service basis to complete or work toward completion of a project of value to the District.

22.3.2 Committee

22.3.2.1 A joint committee of four (4) unit members chosen by the Association and four (4) representatives of the Board shall be appointed each year no later than February 1 to perform these tasks set forth below.

22.3.3 Procedure

22.3.3.1 All projects proposed for Post-Retirement Contracts shall be submitted to the committee by the last day of February. All eligible unit members who may be interested in potential projects shall also submit their names to the committee by the last day of February. The committee shall review the projects, interview interested prospective retirees, and determine which projects they will recommend for acceptance and which employee(s) shall implement these projects. The committee shall mutually determine with the employee the length of the contract, the amount of the stipend, and the number of days to be served. In consultation with appropriate management personnel, the committee and the applicant shall agree on the name of the appropriate administrator to supervise the work of the participant. The designation of supervisor shall be subject to approval by the Superintendent/designee. Final committee recommendations on all projects must be sent in writing to each employee applying to the committee no later than April 15. Projects recommended by the committee for implementation the following year shall be presented to the Board of Education for action no later than May 1 and shall be acted upon by the Board no later than the first regular meeting in May. A written appeal, or a written notice of intent to appeal by appearance before the Board when they make their decision, must be sent prior to the meeting of the Board to act on the committee's recommendation.

22.3.4 Implementation

22.3.4.1 A certificated person must have a minimum of ten (10) years of service in the District in a position requiring certification. A year of service is defined as working seventy-five percent (75%) of the days required by their contract of employment.

- 22.3.4.2 In order to be eligible to participate as an independent contractor, the participant must actually retire from the District. However, the participant shall not be required to submit their retirement until after the Board has acted upon their proposal contract.
- 22.3.4.3 The retiring employee shall be at least age fifty-five (55) at the time of retirement.
- 22.3.4.4 The participant shall serve from ten to fifty (10-50) days per school year as provided in the individual's contract. Scheduling of those days shall be mutually agreed upon between the participant and the supervisor. In unusual circumstances the Superintendent may waive the ten to fifty (10-50) day requirement depending upon the work products required.
- 22.3.4.5 The stipend shall range from one thousand dollars (\$1,000) to five thousand dollars (\$5,000) per year depending upon the nature of the mutually acceptable agreement.
- 22.3.4.6 Once the Board approves the contract, the retiree is responsible for the work activity and/or products as specified. in the contract under the supervision by the designated administrator.
- 22.3.4.7 Projects may be proposed by the Board, potential participants, the Association, bargaining unit members, or by management but are subject, individually, to approval by the committee described in §22.3.2 and §22.3.3 and by the Board of Education.
- 22.3.4.8 Any multi-year agreement shall be subject to annual evaluation by the designated supervisor of the work activity and/or project as described in written agreement. Such evaluations shall not be arbitrary or capricious and shall give specific reasons for any unsatisfactory conclusions. A copy of each evaluation must be given to the participant. The Board of Education may elect to discontinue the contract for the following year only upon such recommendation by the supervisor based on their unsatisfactory evaluation.
- 22.3.4.9 Duration of participation by one (1) individual shall be determined by the committee.
- 22.3.4.10 Criteria to be used by the committee for evaluating the stipend and potential contribution to the District shall include one (1) or more of the following:
 - 22.3.4.10.1 Demonstrated leadership in District, school

- and/or professional organizations.
- 22.3.4.10.1 Publications
- 22.3.4.10.1 Nomination by peers
- 22.3.4.10.1 Actual verified previous experience in the special field of contribution.
- 22.3.4.10.1 Experience in teaching the aspects or content
- 22.3.4.11 Potential assignments for retirees may include, but are not pertaining to the assignment. The instruction may have been to professional personnel in college, extension services and/or adult school limited to:
 - 22.3.4.11.1 Staff development (such as):
 - 22.3.4.11.1.1 Curriculum/instruction in specific discipline(s)
 - 22.3.4.11.1.2 General management methods
 - 22.3.4.11.1.3 Contract management methods
 - 22.3.4.11.1.4 Improving effectiveness of aides
 - 22.3.4.12.1 Direct services (such as):
 - 22.3.4.12.1.1 Clinical
 - 22.3.4.12.1.2 Committee (E.A.S., S.A.T.)
 - 22.3.4.12.1.3 Compliance reviews (such as):
 - 22.3.4.12.1.3.1 504 sites, facilities, programs
 - 22.3.4.12.1.3.2 94-142
 - 22.3.4.13.1 Planning (such as):
 - 22.3.4.13.1.1.1 Sites and their use - equipment control, materials, dispersal, inventory control
 - 22.3.4.13.1.1.2 Trends - population/demographics
 - 22.3.4.13.1.1.3 Programs
 - 22.3.4.13.1.1.4 Vo-Ed
 - 22.3.4.13.1.1.5 Environmental Education
 - 22.3.4.13.1.1.6 Curriculum development
 - 22.3.4.13.1.1.7 Material development for Instructional Materials Services
 - 22.3.4.13.1.1.8 Demonstration teaching 2
 - 22.3.4.13.1.1.9 Updating and revision of employee handbooks
 - 22.3.4.13.1.1.10 Assisting in the development of in-service program
 - 22.3.4.13.1.1.11 Updating and revision of other school district publications (Volunteer Aide Handbook, Noon Supervisor Handbook, Learning Center Instructional Assistant Handbook, Substitute Teacher Handbook, etc.)
 - 22.3.4.13.1.1.12 Helping with staffing programs
 - 22.3.4.13.1.1.13 Analysis of testing data

- 22.3.4.13.1.1.14 Updating and revision of school policies and regulations
- 22.3.4.13.1.1.15 Project writing
- 22.3.4.13.1.1.16 Project evaluation
- 22.3.4.13.1.1.17 Tutoring
- 22.3.4.13.1.1.18 Retirement counselor
- 22.3.4.13.1.1.19. Coordinator of volunteers
- 22.3.4.13.1.1.20. School Attendance Review Board
- 22.3.4.13.1.1.21. Child Welfare and Attendance

22.3.4.14 The total program of contracts/stipends shall be subject to an annual expenditure limit of twenty-five thousand dollars (\$25,000). The Board may revise this expenditure limit and adjust it upward if the committee recommends the funding of projects in excess of that level.

22.3.4.15 The decision of the joint committee shall not be subject to the grievance procedure but shall be subject to appeal to the Board of Education.

22.4 Retiree Medical/Dental Benefits

22.4.1 Medical and Dental Benefits for a Spouse or Eligible Dependent

22.4.1.1 The District will reimburse medical benefits for the employee and spouse or one(1) eligible dependent and will pay for the cost of dental insurance to each employee and dependent(s) for a maximum of ten (10) years or until the first day of the month in which retiree reaches (or would have reached) age sixty-five (65), whichever comes first. This benefit is available upon retirement of the employee, provided such retirement occurs no later than the end of the fiscal year (July 1 to June 30) in which the employee reaches age sixty-three (63). Employees who retire after the end of the fiscal year (July 1 - June 30) in which the employee reaches age 63, shall be eligible for medical benefits for the retiree only, until the first day of the month in which the retiree reaches age 65. Eligible employees must complete the appropriate applications in the Office of General Counsel at least thirty (30) days prior to their retirement date in order for reimbursement of medical benefits to begin immediately upon retirement.

22.4.1.2 Retiree Medical and Dental Benefits Vesting Period

Effective January 1, 2012, new hires, in order to be eligible for retiree medical and dental benefits, must have worked at the District in a certificated position for at least five (5) years prior to

retirement, and must be eligible to retire. Unit members who have met the 5 year vesting period and who retire during the term of an approved leave, shall retain eligibility for retirement medical and dental benefits, per the terms and conditions of the expired July 1, 2010 - June 30, 2011 Agreement. Eligibility for Retiree Medical/Dental benefits under this section shall be subject to requirements/conditions imposed by carriers, per §22.7.1 of the expired July 1, 2010 - June 30, 2011 Agreement.

22.5 CalPERS Payment

22.5.1 The District's medical benefit allocation for each eligible retiree electing to be covered will be the minimum employer contribution (hereafter "MEC") rate for CalPERS per retiree per month as required by SB 1464 and set forth in the Government Code. In addition, the district will contribute to each retiree who qualifies under Section 22.4.1, on an individual basis an amount which, when added to the MEC set forth in this section, will cover the medical plans as provided in section 22.4.1, to the extent more specifically set forth in section 22.5.2 below.

22.5.2 The District's medical benefit allocation for each retiree, in addition to the MEC set forth in section 22.5.1 above, shall be as follows:

22.5.2.1 **Current Retirees (as of July 1, 2004):** The District shall continue to contribute an amount which when added to the amount set forth in section 22.5.1 (the MEC), will provide a total monthly contribution equal to the highest premium at each tier of coverage for HMO plans offered by CalPERS, to be adjusted annually for the term of the agreement.

22.5.2.2 **Employees Who Retire On or BEFORE June 30, 2007:** As to all employees who retire on or before June 30, 2007, the District shall continue to contribute an amount which, when added to the amount set forth in section 22.5.1 (the MEC), will provide a total monthly contribution equal to the highest premium at each tier of coverage for HMO plans offered by CalPERS to be adjusted annually for the term of the agreement.

22.5.2.3 **Employees Who Retire On or AFTER July 1, 2007:** As to all employees who retire on or after July 1, 2007, the District shall contribute an amount which, when added to the amount set forth in section 22.5.1 (the MEC), will provide a total monthly contribution equal to the following:

•**Retirees in Kaiser Service Areas:** The rate for HMO

coverage under the CalPERS Kaiser Plan, adjusted annually for the term of the agreement, **UNLESS** the retiree's primary residence is outside a Kaiser service area as defined by Kaiser pursuant to section 22.7.1.

•**Retirees Outside Kaiser Service Areas:** The retiree shall provide sufficient written proof to the District that the retiree's primary residence is outside a Kaiser service area as defined by Kaiser pursuant to section 22.7.1. Upon receipt and verification of such documented proof, the District shall continue to contribute an amount which, when added to the amount set forth in section 22.5.1 (the MEC), will provide a total monthly contribution up to the highest premium at each tier of coverage for HMO plans offered by CalPERS, to be adjusted annually for the term of the agreement. This shall be the District's maximum contribution amount; if the retiree's medical plan is less than this amount, the District shall contribute this lower amount.

•**Change of Residence/Medical Plan After Retirement:** Every retiree shall be responsible for notifying the **District** in writing of a change in primary residence that would impact the District's maximum contribution as set forth above (e.g., moving to, or outside of a Kaiser service area as defined above and/or moving to a different medical plan if outside of a Kaiser service area). Retirees who change primary residence shall be eligible to change their medical plan coverage as permitted by CalPERS pursuant to section 22.7.1. However, the District shall automatically adjust its contribution level, as provided above when the employee changes primary residence and is eligible for a change in coverage as permitted by CalPERS pursuant to section 22.7.1, in accordance with the provisions set forth above, regardless of whether the retiree changes medical coverage.

22.5.2.4 **"Flex Dollars" for Retirees:** All current retirees (as of July 1, 2004) and employees who retire on or before June 30, 2007 shall continue to be eligible to receive "flex dollars" through June 30, 2007, should they elect medical coverage through CalPERS which is less expensive than the District's maximum contribution as set forth above. Effective July 1, 2007, all "flex dollars" shall be discontinued.

22.5.2.5 By way of example only, the highest HMO rates are as

follows for 2006:

One-party premium \$425.50 per month

Two-party premium \$851.00 per month

(NOTE: Although the foregoing premiums are all from Blue Shield, designation of the highest premium at each tier can be from different plans.)

- 22.5.2.6 Should the retiree enroll in a more expensive plan, the District's obligation is limited to the lower amounts as set forth above.
- 22.5.2.7 The District will continue to pay the cost of dental insurance, subject to the requirements of section 22.4.1.1, adjusted annually for the term of the Agreement.
- 22.5.3 Because PERS/STRS requires that the CalPERS premiums be deducted from the retiree's PERS/STRS warrant, the District will provide a concurrent, non-taxable monthly reimbursement up to the amount designated above.

22.6 Benefits for Retirees Who Retire After Age 63

- 22.6.1 Retirees who retire after the fiscal year in which they turn age 63 shall be provided district paid medical coverage through the month prior to which they turn age 65 (pursuant to §22.5, above). This benefit applies to the employee only.

22.7 Requirements/Conditions Imposed by Carriers

- 22.7.1 The benefits provided under this section (Retiree Medical/Dental Benefits) shall be subject to any requirements or conditions which may be imposed by the carrier and/or provider.