ARTICLE XIV

HEALTH AND WELFARE

1.0 District Contribution Obligations (as to all eligible District personnel): The District contribution rate and all other matters set forth herein shall be in accordance with the "Health Benefits Agreement between LAUSD and the Unions/Associations Representing District Employees" Agreement on Health and Welfare in Appendix D which is attached hereto for informational purposes only.

2.0 Plan Revisions through the District-wide Health Benefits Committee: A District-wide Health Benefits Committee shall be formed.

a. Composition -- Each union shall be entitled to one (1) Committee member for every 5,000 unit members represented or fraction thereof. The District shall be an official member of the HBC; the District and each union shall have one vote apiece. The District shall provide resource staff as determined by the Committee, and shall provide adequate paid release time for those Committee members who are employees of the District.

b. Decision Making -- Consensus shall be used in all Committee deliberations. If a consensus decision cannot be reached, then in the alternative, each union and the District shall have one (1) vote apiece. Any recommended changes to the existing kinds and levels of benefits shall require a 2/3 vote of the members present and voting.

c. Role of the HBC:

1) A consultant shall be mutually selected by the HBC and the District who will remain in a contractual and/or employment relationship with the District. If the parties cannot reach mutual agreement, the contract for the consultant shall be recommended by the HBC, subject to District contract approval processes and final approval by the Board. Such approval shall not be withheld except for good and sufficient cause.

2) The HBC shall be responsible for proposing all plan design modifications including but not limited to co-pays, deductibles, premium contributions and assessments, and selection, addition, termination of health plans/providers for all active and retired employees provided that the HBC shall not recommend any changes that would expand eligibility. Any such changes shall be implemented upon action by the HBC and in accordance with the provisions of this agreement.

3) All vendor contracts shall be negotiated by the HBC and/or its designated representative(s). Such contracts shall be subject

4) to Board approval, which shall not be withheld except for good and sufficient cause.

d. The HBC may investigate the creation during the term of this Agreement of a joint Employer Health and Welfare Trust. Such Trust might include other public or private sector employees as determined by the Committee. The HBC shall review all existing contracts prior to expiration. No contract shall be for more than one (1) year, or awarded without open bid, except upon HBC approval.

e. Benefit Eligibility -- During the term of this Agreement there shall be no changes in the eligibility requirements for District Benefits (see Section 3.0 below).

3.0 Enrollment: For the hospital-medical, dental and vision care plans, an unenrolled employee eligible for enrollment may submit application for enrollment in a plan at any time. However, an employee who has previously been enrolled in a plan during the current enrollment year must, upon re-enrollment in that same enrollment year, select the same plan. Such an employee must wait until the next open enrollment period to effect a change of plans. The district shall process applications so as to make coverage effective on the earliest practicable date consistent with the plan provisions, and in no case shall this be later than the first day of the calendar month following the receipt of the completed application. An employee enrolled in a group practice hospital-medical, dental or vision plan who, while on an authorized sabbatical leave of absence, is located for a substantial period of time during the leave outside the service area of the plan(s) may, by making proper application to the Health Insurance Section, enroll in another plan or plans, if the other plan(s) provides benefits in the new area.

3.1 Eligible dependents may be enrolled by the employee in the hospital-medical, dental, and vision care plans at any time provided the eligible employee submits a "dependent add form" and proof of eligible status as described below.

Newborn children of the employee are automatically covered for the first thirty days following birth, provided that an application for dependent coverage is received by the Health Insurance Section before the end of the 30 day period.

Dependents	Documents Required (copy)
Legal Spouse	State or County Issued Marriage Certificate
Domestic Partner	Notarized "Declaration of Domestic Partnership" (LAUSD Form DP 1.0) At least two of the documents listed in Section (9) below
Child, to age 19	Birth Certificate (in case of newborn, evidence of birth until birth certificate is available)
Stepchild, to age 19	Birth Certificate and income tax return showing dependent status
Adopted Child, to age 19	Adoption papers
Child who is a Legal Ward, to age 19	Court order establishing legal guardianship
Child over 19, to age 25	In addition to the appropriate Documents listed above, proof of full-time student status is required at least annually

Note: The children of a domestic partner are not eligible for coverage unless they have been adopted by the employee or the employee is the legal guardian. In such cases, the required documentation for adoption or legal guardianship must be provided.

a. A domestic partner of the same or opposite sex of an eligible employee may be covered as a dependent if all of the following criteria are met. The employee and his/her partner:

(1) have shared a regular and permanent residence for the past 12 months immediately preceding the application for coverage with the LAUSD;

(2) are engaged in an exclusive, committed relationship for mutual support and benefit to the same extent as married persons and intend to stay together indefinitely;

(3) are jointly responsible to each other for basic living expenses; basic living expenses are defined as the expenses supporting daily living, i.e., shelter, food, clothing (contributions need not be equal);

(4) are not currently married to another person;

(5) have not signed a declaration of a domestic partnership with another individual in the previous 12 month period;

(6) are at least 18 years of age;

(7) are not blood relatives any closer than would prohibit legal marriage in the state of residence;

(8) are mentally competent to consent to a contract;

(9) are financially interdependent as proven by providing at least two of the following documents: common ownership of real property or a common leasehold interest in real property; common ownership of a motor vehicle; joint bank account or joint credit account; designation as a beneficiary for life insurance or retirement benefits.

b. No other dependents or family members are eligible for coverage, except that disabled children who meet the disability standards of the plan(s) and who have been enrolled prior to age 19 or, who were first enrolled as eligible full-time students prior to the disabling condition, may continue to be covered beyond age 19.

3.2 It is the responsibility of the employee to notify the Health Insurance Section immediately regarding the termination of his/her domestic partner relationship. The employee must submit LAUSD Form DP2.0, "Statement of Disenrollment or Termination of Domestic Partnership." The coverage for a domestic partner shall end on the last day of the month in which the relationship and/or living arrangement terminates and/or for which either party is no longer eligible for coverage.

3.3 For the District-paid life insurance plan, all eligible employees are automatically covered. No application is necessary to obtain this benefit.

3.4 Eligible employees may enroll in the employee-paid life insurance plan without evidence of insurability provided that a completed application is received by the District's Health Insurance Section no later than sixty (60) days from the date the employee is first eligible. Employees not submitting applications during the period specified above may enroll by providing evidence of good health acceptable to the plan.

Application for the employee-paid life insurance shall be processed to provide coverage at the earliest date consistent with the plan provided and payroll deduction schedules.

Employees participating in the employee-paid life insurance plan may also purchase spouse, domestic partner and/or dependent children coverage. Dependents eligible pursuant to 5.1 above may be enrolled without evidence of insurability in the following circumstances:

- An application for such coverage is made simultaneously with the employee's initial enrollment.

- The eligible dependents are acquired after the point of initial enrollment by the employee. The application for such enrollment, however, must be received by the Health Insurance Section within thirty (30) days of the acquisition of such dependent(s).

- Newborn children of the employee are automatically covered for the first thirty days following birth, provided that an application for dependent coverage is received by the health Insurance Section before the end of the 30 day period.

3.5 For an employee whose spouse/domestic partner has other insurance coverage, reimbursement will be limited to the maximum percentage allowed by the higher individual policy. An employee whose spouse/domestic partner is also a District employee will not be covered as both an employee and as a dependent within the same plan. A married couple who both work for the District or domestic partners who both work for the District may include their qualifying children on their individual policies, but such children may not be covered more than once within the same plan.

3.6 Once each year there shall be an open enrollment period during which an enrolled employee may change hospital-medical benefits plans, dental plans and/or vision care plans. The District's Health Insurance Section shall announce the date of said open enrollment period.

4.0 Retirement Benefit Coverage: Qualified employees who retire from the District receiving an STRS/PERS allowance for either age or disability shall be eligible to continue District-paid hospital/medical, dental and vision coverage in which the employee was enrolled at the time of retirement. For the purposes of this section, qualifying years consist of school years in which the employee was in paid status for at least 100 full-time days and was eligible for District-paid insurance coverage. The following shall not count toward, but shall not constitute a break in the service requirement: (a) time spent on authorized leave of absence and, (b) any time intervening between resignation and reinstatement with full benefits within thirty nine (39) months of the last day of paid service. The employee must meet the following requirements:

a. For employees hired prior to March 11, 1984, five (5) consecutive years of qualifying service immediately prior to retirement shall be required in order to qualify for retiree health benefits for the life of the retiree.

b. For employees hired on or after March 11, 1984, but prior to July 1, 1987, ten (10) consecutive years of qualifying service immediately prior to retirement shall be required in order to qualify for retiree health benefits for the life of the retiree.

c. For employees hired on or after July 1, 1987, but prior to June 1, 1992, fifteen (15) consecutive years of qualifying service immediately prior to retirement shall be required, or ten (10) consecutive years immediately prior to retirement plus an additional ten (10) years which are not consecutive.

d. For employees hired on or after June 1, 1992, years of qualifying service and age must total at least eighty (80) in order to qualify for retiree health benefits. For employees who have a break in service, this must include at least ten (10) consecutive years immediately prior to retirement.

e. Employees hired on or after March 1, 2007 but prior to April 1, 2009 shall be required to have a minimum of fifteen (15) consecutive years of service with the District immediately prior to retirement, in concert with the "Rule of 80" eligibility requirement (section 4.0 (d) above) to receive employee and dependents' health and welfare benefits (medical dental and vision) upon retirement as provided for in this agreement.

f. In order to maintain coverage, the retiree must continue to receive an STRS/PERS allowance and must enroll in those parts of Medicare for which eligible.

g. For employees hired on or after April 1, 2009, years of qualifying service and age must total at least eighty-five (85) in order to qualify for retiree health benefits. This must include a minimum of twenty-five(25) consecutive years of service with the District immediately prior to retirement.

h. Employees on "Continuation of Enrollment" pursuant to Section 6.0 below shall, if otherwise qualifying under this section, be eligible for coverage under the District paid insurance plans upon receiving an STRS/PERS retirement allowance.

5.0 Continuation of Enrollment: With respect to the hospital-medical, dental and vision care plans, if an employee is in an unpaid status and not eligible for District contribution, the employee may arrange for continuance of enrollment under COBRA (see 9.0 - 9.3 below.)

5.1 With respect to the District-paid life insurance plan, coverage for an employee on an unpaid leave of absence other than for illness or industrial injury/illness shall not be provided until such time as the employee returns to active service in an eligible assignment. Coverage for an employee on an unpaid leave of absence for illness or industrial injury/illness shall continue for one year after which termination of coverage shall be processed and a conversion plan offered. Coverage for substitute employees who are unavailable for work for any reason shall not be provided.

5.1 With respect to the employee-paid life insurance plan, employees who receive no salary or who receive insufficient salary to permit deduction of the required premium after all other deductions are made may continue coverage for a period not to exceed one (1) year by making direct payments of the appropriate premiums by check or money order payable to the plan and sent to the Health Insurance Section.

5.3 With respect to employees who decline to make the above continuation payments, coverage shall be terminated and they shall not be eligible to re-enroll in a plan until returning to active service in an eligible assignment and, with respect to the employee-paid life insurance plan, submitting evidence of good health acceptable to the plan. An officer of AALA on leave pursuant to Article IV, Section 3.0 shall not be subject to the maximum 18 month period for direct payments but may continue enrollment by making proper payment(s) to the plan in which enrolled for the period of the leave.

6.0 Termination of Enrollment: The enrollment of an employee shall terminate:

a. For failure of the employee to make direct payment as provided under Sections 8.0 and 9.0, in which case coverage shall terminate at the close of the month for which the last premium was paid;

b. At the request of an employee, in which case coverage shall terminate at the close of the month in which the request was submitted;

c. Upon termination of employment, in which case coverage shall terminate at the close of the month in which the employment termination was effective, except for District paid life-insurance in which case coverage shall terminate on the date the employee ceases to be employed;

d. In the event of the employee's loss of eligibility, in which case coverage shall terminate at the close of the enrollment year, except for the District-paid life insurance plan, which shall terminate coverage on the date of loss of eligibility; and

e. For District-paid life insurance, upon the employee's loss of eligibility or termination of employment, in which case coverage shall terminate on the date the employee ceases to be eligible or employed.

6.1 With respect to hospital-medical plan coverage, if the employee's participation is terminated at the plan's request for other than non-payment of premium, the employee may enroll in another of the District's hospital and medical plans by making proper application to the District's Health Insurance Section.

7.0 Conversion of Enrollment: With respect to the hospital-medical plans, an employee who is enrolled in a plan for at least two (2) consecutive calendar months and whose enrollment terminates because of (a) failure to make direct payment when required, (b) loss of eligibility, or (c) termination of employment, shall be given the opportunity to exercise the right of conversion of such individual coverage as provided by the plan, at the employee's expense. With respect to the life insurance plan, an employee whose enrollment terminates because of (a) failure to make direct payments when required, (b) termination of employment, or (c) loss of eligibility, shall be given the opportunity to convert, at the employee's expense, to a permanent form of insurance (other than term insurance) pursuant to the provisions of the plan.

8.0 COBRA: Pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA), and comparable State law eligible employees or dependents may have continuation of coverage for a given period of time at their own expense under the District's health, dental and vision care plans in the event of termination of coverage due to one of the following causes: Death of covered employee, termination of covered employee (under certain conditions) or reduction in covered employee's hours of employment, divorce or legal separation of the covered employee, or a dependent child ceasing to be eligible for coverage as a dependent child under the District's health and welfare plans.

8.1 The monthly premium for continued coverage shall be determined at the time of eligibility and shall be subject to change; however, the premium charged to employees will not exceed 102 percent of the premium paid by the District for active employees and/or dependents in a comparable status.

The continuation coverage shall be the same as the coverage available to continuing employees, regardless of the employee's health at the time.

8.2 It shall be the responsibility of the employee or the dependent to notify the Health Insurance Section of a divorce, legal separation or loss of eligibility of a dependent child at the time of such an event. At the time of eligibility for continuation coverage, and upon such notification, an election form shall be provided by the District.

8.3 COBRA shall be administered pursuant to federal law, and all decisions and rules with respect to eligibility, premium costs, qualification for benefits, and level of benefits shall be in accordance with published federal government guidelines. Accordingly, it is expressly understood that all such matters, as well as any other questions or issues relating to COBRA, are excluded from the grievance and arbitration provisions of Article V (Grievance Procedures).

9.0 Miscellaneous Provisions:

9.1 If any premium is refunded by a Plan carrier/administrator, it shall be retained by the District, unless it is the result of a direct payment made by an employee in which case it shall be refunded to the employee. If any injury or illness is caused or alleged to be caused by any act or omission of a third party, payments will be made according to the terms of the Plan for the services of physicians, hospitals and other providers; however, the Plan Member must reimburse the Plan for any amount paid by the Plan, up to the amount of any settlement or judgment the Member, the Member's estate, parent or legal guardian receives from or on behalf of the third party on account of such injury or illness. The Plan may, in its discretion, condition payment upon execution by the Member, the Member's estate, parent or legal guardian of an agreement (1) to reimburse the Plan accordingly, and (2) to direct the Member's attorney to make payments directly to the Plan.

9.2 The controlling documents regarding all health plans are the applicable contracts between the District and the carriers/plan administrators. All disputes regarding coverage and benefits are to be resolved under the plan's own grievance procedures rather than under Article V of this Agreement.

9.3 AALA shall be furnished with a copy of the current Plans and Plan summaries; the District shall notify AALA of any proposed Plan changes promptly upon receiving notification of same from the carriers.

9.4 Employees shall receive an extension of the "Continuation of Enrollment" (see 6.0) by qualifying for an Extended Special Medical Leave under the following conditions:

a. The employee must have accumulated a minimum of 20 years of qualifying service;

b. The employee must suffer from a physical condition of a permanent debilitating, irreversible nature so as to make continuation of employment an extreme hardship (e.g., certain forms and advanced stages of multiple sclerosis, cancer, sickle cell disease, diabetes, cerebral palsy and muscular dystrophy, etc.);

c. The procedures of Article XI governing "Medical Appeals" shall govern determinations to be made under this section.

d. The Extended Special Medical Leave may be renewed annually and, if continued until retirement under STRS/PERS, will permit the employee to qualify for District-paid insurance plans upon receipt of retirement allowances.

9.5 STRS Counseling: The District intends to renew its agreement to provide District office space to STRS representatives who will be available for retirement counseling and workshops. The District and AALA shall cooperatively discuss with STRS the nature of those services.

9.6 The District will continue the IRS Section 125 Plan at no expense to the District.