

INSURANCE BENEFITS

- 8.1 Benefits.** Insurance benefits which provide a choice of health benefit plans, a dental plan, a vision service plan, and an employee assistance program, all with optional dependent coverage, and life insurance and salary continuance insurance for eligible employees, shall continue in effect from year-to-year unless and until changed by Governing Board action. Brochures describing current plans and COBRA continuation coverage are available from the Human Resources Office at each location. Actual coverage information must be ascertained at the time the benefit is utilized. Benefits include:
- 8.1.1 Health Insurance.** The District shall provide health insurance covering both employee and dependents.
 - 8.1.2 Dental Insurance.** The District shall provide a dental plan with provisions for \$2,000 dental and \$2,000 orthodontics for all regular employees and eligible dependents.
 - 8.1.3 Vision Insurance.** The District shall provide active employees and their dependents with a vision service plan.
 - 8.1.4 Employee Assistance Plan.** The District shall provide to active employees an employee assistance program to provide counseling and other services covering both employee and dependents.
 - 8.1.5 Salary Continuance Insurance.** The District shall purchase income protection coverage for eligible, active employees to provide a 60-day waiting period and a monthly benefit of two-thirds of salary to a maximum of \$9,000 per month.
 - 8.1.6 Life Insurance.** The District shall provide life insurance in the amount of \$50,000 with option to purchase \$100,000 added insurance (identified as supplemental \$50,000 and extended life \$50,000) and \$5,000 insurance for dependents at the employee's cost as a payroll deduction.
 - 8.1.6.1** The District will permit retired employees to purchase post-retirement converted life insurance, if available.
 - 8.1.6.1.1** The life insurance plan purchased by the retiree will be a "decreasing term life" policy.
- 8.2 Eligibility.** Employees shall be eligible for insurance benefits with the employee paying 12 percent of the monthly cost of their medical and dental premiums. For Management, Supervisory, and Confidential employees who are less than fulltime, the monthly cost means the net cost to the District after the employee's contribution. The District will pay for each employee the maximum monthly premium amounts established based on carrier and coverage of enrollment. If employed part-time, District premium payment will be proportionate based on the employee's specified work time.
- 8.2.1** The District shall contribute 88 percent of required premiums for regular employees who are regularly assigned to a 40-hour workweek and dependents.

8.2.1.1 The District may or may not pay the full premium for District-provided benefits in future years. Any changes in the District's contributions for benefits shall be discussed with the Management Council prior to the Board taking any definitive action.

8.2.2 All employees working less than full-time shall, upon request and at their option, be entitled to pro rata premium payments by the District.

Management, Supervisory, and Confidential employees who are less than full-time will pay 12 percent of the monthly cost of their medical and dental premiums.

8.2.2.1 District pro rata contributions for work assignments 20-39 hours per week shall be at the same ratio as the employee's regular work schedule bears to full-time service.

8.2.2.2 Regular employees who have work assignments between 12-19 hours per week will pay for 50 percent of the insurance premium and the District will pay 50 percent.

8.2.2.3 Requests for Leave of Absence without Pay. Insurance plan premium payments will be continued by the District for unpaid leaves of 20 working days or less. The employee will be required to reimburse the District for premium payments to continue coverage during leaves in excess of 20 working days.

8.2.2.4 Employees working less than 12 hours per week are not eligible for coverage.

8.2.3 Employees who must pay a portion of the insurance premiums shall have such premiums deducted from their paychecks on a monthly basis.

8.3 Double Coverage. Dependent family members of two employees/retirees under provisions of this manual are entitled to health plan coverage in one plan only. The employees/retirees may elect to join different health plans, but they are not entitled to coverage both as a subscriber and dependent.

For the Delta Dental Plan, each employee/retiree may be a subscriber and only one subscriber may carry the dependents.

8.4 Open Enrollment. Annually, between October 15 and November 15, there will be an open enrollment period for employees to change carriers with coverage to be effective December 1.

8.5 Cash Election In-Lieu-of Medical Benefits. Any employee who chooses not to receive health contributions by the District and who submits an affidavit of other coverage shall receive a monthly amount equal to the Kaiser active employee single rate. The employee shall receive the amount as a cash stipend in their regular payroll warrant. Effective January 1, 2018, the maximum monthly amount shall be \$600.

8.5.1 Loss of Coverage. Upon proof of the loss of health coverage specified in the affidavit, the employee shall be enrolled immediately in a District health plan of the employee's choice, subject to the approval of the carrier.

- 8.5.2 Section 125 Plan.** Any salary received under this section can be, at the employee's option, diverted to a tax-sheltered annuity or IRS Section 125 plan.
- 8.5.3 Retiree Benefits Eligibility.** Those retired employees who move outside the covered health plan serving area are entitled to receive the out-of-area cash-in-lieu benefit amount. Eligible employees retiring with 80 points receive 100 percent of the cash-in-lieu benefit amount. Eligible employees retiring with 70 points receive 50 percent of the cash-in-lieu benefit amount. For employees hired on or after July 1, 2005, there is no cash-in-lieu option once the retiree is Medicare eligible.
- 8.6 Domestic Partner Coverage.** For the purpose of health, dental, and vision benefits, "domestic partnership" shall exist between two persons regardless of their gender and each of them shall be the "domestic partner" of the other if they both complete, and sign and file with the District the "Affidavit of Domestic Partnership" which includes the following statements:
- 8.6.1** The two parties have resided together for at least the prior six months and have chosen to share their lives in a committed relationship of mutual caring, similar to marriage, for an indefinite amount of time;
- 8.6.2** The two parties are not married or legally separated from anyone else, eighteen (18) years or older, not related by blood closer than would bar marriage in the State of California, and mentally competent to consent to contract.
- 8.6.3** Neither individual has had another domestic partner within the prior six months.
- 8.6.4** The two parties declare that they are each other's sole domestic partner; they are responsible for their common welfare, and are financially interdependent. "Financial Interdependence" means that the domestic partners have entered into a contractual commitment for financial responsibility or have joint ownership of significant assets (such as home, car, bank accounts and joint liability for debts (such as mortgages and major credit cards.)). Financial interdependence is demonstrated by meeting at least two of the following conditions:
- 8.6.4.1** Hold a joint mortgage or lease
 - 8.6.4.2** Designate a partner as the beneficiary of life insurance or retirement benefits
 - 8.6.4.3** Designate a partner as primary beneficiary in a will
 - 8.6.4.4** Assign a health care power of attorney to the partner
 - 8.6.4.5** Jointly own a bank account or credit account
 - 8.6.4.6** Jointly own a car
- 8.6.5** The two parties agree to notify the District in writing if there is any change in the circumstances attested to in the affidavit.
- 8.6.6** The two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.
- 8.6.7** Termination of the partnership shall not give to the non-employee domestic partner nor the dependents of the domestic partner the rights to the District COBRA coverage or Kaiser conversion coverage.

- 8.6.8** Domestic partner benefits are paid by the District. The District shall pay the monthly premium amounts for each employee's domestic partner and the domestic partner's dependents who meet the eligibility requirements of the plans in question.
- 8.6.8.1** Dependents of an employee's domestic partner who are legally adopted by the employee and who meet the eligibility requirements of the plans in question shall be eligible for coverage.
- 8.6.8.2** Except as provided above, domestic partners are eligible for continuing coverage through the group health, dental and vision benefits under the same provisions as the federal group continuation law known as "COBRA" or other applicable law upon termination of employment subject to the rules and regulations of the plans in which the employee is enrolled.
- 8.7 Continuation During Leave.** The District will continue payment of the District's share of benefit plans in which the employee is enrolled when the employee is on paid leave or when the employee is on District-authorized additional illness leave without pay.
- 8.8 Continuation Upon Retirement.** Employees who retire may continue and/or obtain employee and dependent family member coverage in the health and dental plans provided the eligibility requirements are met at the date of retirement. A "retired" employee shall be defined as one who has retired from service or retired with a disability and who is eligible or is receiving a retirement allowance from the State Teachers' Retirement System or the Public Employees' Retirement System.
- 8.8.1 Eligibility.** To be eligible for District premium payments, the retiree must have attained fifty-five years of age (members of STRS) or fifty years of age (members of PERS) and the sum of age and years of District service must total eighty or seventy points, dependent upon the date of hire and the date of retirement.
- 8.8.1.1** Employees hired on or after July 1, 2005, and their dependents will be eligible to continue receiving District-sponsored medical and dental benefits under current provisions until Medicare eligible.
- 8.8.1.2** Employees employed part-time and who meet the point eligibility may participate in District-paid retiree benefit coverage at a pro-rated percentage equal to the employee's final work assignment or the percentage contributed by the District for the employee at the date of retirement, whichever is higher.
- 8.8.2 District Contribution.** The District shall pay for each retiree the maximum monthly premium amounts established based on carrier and coverage of enrollment.
- Retirees may purchase participation in the Vision Service Plan (VSP) or the Employee Assistance Plan (EAP) by paying for one or both at the premium rate specified by the carrier for District retirees.
- 8.8.2.1 Employees Retired Prior to July 1, 1984 and Hired Prior to July 1, 1984.** The District contribution for health and dental insurance for these designated employee groups are as follows:

- 8.8.2.1.1 Retired Prior to July 1, 1984.** Based on 100% of premium for retiree and dependents
- 8.8.2.1.2 Hired Prior to July 1, 1977 and Retired Prior to December 31, 1990.** Based on 100% premium for retiree and dependents.
- 8.8.2.1.3 Currently Active Employees Hired Prior to July 1, 1984.** The District will provide 100% of premium at the time of retirement for employee and dependents.
- 8.8.2.1.4 Cash Election In-Lieu-of Medical Benefits.** Retired employees hired prior to July 1, 1984 who choose not to receive health contributions by the District and who submit an affidavit of other coverage shall receive a monthly amount equal to the active employee Kaiser single rate. No retroactive cash-in-lieu-of medical benefits will be given prior to the first of the month following 30 days after January 28, 2004 (*Date of Board Approval of this Manual*).
- 8.8.2.2 Employees Hired on or after July 1, 1984, and Retired on or before June 30, 1996.** The following point system shall apply:
- 8.8.2.2.1 80 Points.** Any employee retiring under STRS or PERS shall be eligible for District contribution of health and dental benefits provided to current employees within an approved District program provided the following requirements are met at the date of retirement. The minimum age at the date of retirement is 55 or more, and where the years of service when added together equals a minimum of eighty (80) (e.g., 55+25, 56+24, 57+23, 65+15, 70+10), the District shall pay 100 percent of the maximum premium amounts for the retiree and 50 percent of the premium requirements for the dependents.
- 8.8.2.2.1.1** The years of service need not be continuous when added to the age.
- 8.8.2.3 Employees Hired on or after July 1, 1984, and Retired on or after July 1, 1996.** The following point system shall apply:
- 8.8.2.3.1 80 Points.** Any employee retiring under STRS or PERS shall be eligible for District contribution of health and dental benefits provided to current employees within an approved District program provided the following requirements are met at the date of retirement. The minimum age at the date of retirement is 55 (members of STRS) or 50 (members of PERS) or more, and where the years of service when added together equals a minimum of eighty (80) (STRS e.g., 55+25, 56+24, 57+23, 65+15, 70+10) (PERS e.g.; 50+30, 51+29, 52+28, 65+15, 70+10). The District shall pay 100 percent of the maximum premium amounts for the retiree and 50 percent of the premium requirements for the dependents.

8.8.2.3.1.1 Retirees eligible for cash-in-lieu shall receive 100 percent of the benefit as specified in Section 8.5.3.

8.8.2.3.1.2 The years of service need not be continuous when added to the age.

8.8.2.3.2 70 Points. Any employee retiring under STRS or PERS shall be eligible for District contribution of health and dental benefits provided to current employees within an approved District program provided

the following requirements are met at the date of retirement. The District shall pay 50 percent of the maximum premium amounts for the retiree and 25 percent of the premium requirements for the dependents, for retirees who have met eligibility by attaining 55 years of age (members of STRS) or 50 years of age (members of PERS), having worked full-time in the District for a minimum of ten (10) years, and where the sum of age and full-time years in the District equals a minimum of seventy (70) (STRS e.g., 55+15, 56+14, 57+13) (PERS e.g., 50+20, 51+19, 52+18).

8.8.2.3.2.1 Retirees eligible for cash-in-lieu shall receive 50 percent of the benefit as specified in Section 8.5.3.

8.8.2.3.2.2 The minimum ten years of service need not be continuous.

8.8.2.4 Employees Hired on or after July 1, 2005. The following point system shall apply:

8.8.2.4.1 80 Points. Any employee retiring under STRS or PERS shall be eligible for District contribution of health and dental benefits provided to current employees within an approved District program provided the following requirements are met at the date of retirement. The minimum age at the date of retirement is 55 (members of STRS) or 50 (members of PERS) or more, and where the years of service when added together equals a minimum of eighty (80) (STRS e.g., 55+25, 56+24, 57+23, 65+15, 70+10) (PERS e.g., 50+30, 51+29, 52+28, 65+15, 70+10). The District shall pay 100 percent of the maximum premium amounts for the retiree until Medicare eligible and 50 percent of the premium requirements for the dependents until Medicare eligible.

8.8.2.4.1.1 Retirees eligible for cash-in-lieu shall receive 100 percent of the benefit as specified in Section 8.5.3 until Medicare eligible. Once Medicare eligible, there is no cash-in-lieu eligibility for this group.

8.8.2.4.1.2 The years of service need not be continuous when added to the age.

8.8.2.4.1.3 Once Medicare eligible, should the retiree elect to stay on any District-sponsored health or dental plan, the retiree shall pay 50 percent of the District's cost for health and dental benefits. The spouse may stay in the District-sponsored health and dental plan, once Medicare eligible, by paying 100 percent of the District's premium cost.

8.8.2.4.2 70 Points. Any employee retiring under STRS or PERS shall be eligible for District contribution of health and dental benefits provided to current employees within an approved District program provided the following requirements are met at the date of retirement. The

District shall pay 50 percent of the maximum premium amounts for the retiree until Medicare eligible and 25 percent of the premium requirements for the dependents until Medicare eligible, for retirees who have met eligibility by attaining 55 years of age (members of STRS) or 50 years of age (members of PERS), having worked full-time in the District for a minimum of ten (10) years, and where the sum of age and full-time years in the District equals a minimum of seventy (70) (STRS e.g., 55+15, 56+14, 57+13) (PERS e.g., 50+20, 51+19, 52+18).

8.8.2.4.2.1 Retirees eligible for cash-in-lieu shall receive 50 percent of the benefit as specified in Section 8.5.3 until Medicare eligible. Once Medicare eligible, there is no cash-in-lieu eligibility for this group.

8.8.2.4.2.2 The minimum ten years of service need not be continuous.

8.8.2.4.2.3 Once Medicare eligible, should the retiree elect to stay on any District-sponsored health or dental plan, the retiree shall pay 50 percent of the District's cost for health and dental benefits. The spouse may stay in the District-sponsored health and dental plan, once Medicare eligible, by paying 100 percent of the District's premium cost.

8.8.2.5 Employees Hired on or after July 1, 2020. The following point system shall apply:

8.8.2.5.1 Once Medicare eligible, should the retiree elect to stay on any District-sponsored health or dental plan, the retiree shall pay 100 percent of the District's cost for health and dental benefits.

8.8.3 Participation in Medicare. All employees who retire from District service and become Medicare-eligible (currently age 65) are required to enroll in a Medicare-coordinated plan. Failure to enroll in a Medicare-coordinated plan after receiving 30 days' notice from the District of this requirement shall result in termination of health benefits. All persons who receive retiree health benefits must provide evidence to the District that they have

successfully enrolled in Medicare Part A or present documentation why they are not eligible to enroll. This will help the District in containing the costs related to health benefits. For retirees enrolled in District benefits the District will reimburse Medicare Part B for those retired with Medicare Part A.

8.8.4 Participation in Cost Containment Measures. All employees who retire on January 28, 2004, (*Date of Board Approval of this Manual*) or thereafter and who participate in the District's retiree health plans shall participate in reasonable cost containment measures as a condition of receiving benefits.

8.8.4.1 Reasonable cost containment measures proposed by the District shall be reviewed and discussed and agreement shall be attempted with the Management Council prior to any implementation of proposed cost containment measures. Any disagreements on cost containment measures may be appealed to the Governing Board. The Management Council is not waiving any legal rights it may have relative to any disagreement concerning reasonable cost containment measures.

8.9 Disability Retirement.

8.9.1 Employees Hired Prior to July 1, 1984. The following provisions shall apply:

Any employee who retires from the District on STRS or a PERS-approved disability retirement shall have a waiver of the minimum eligibility requirements for health and dental plan coverage and shall receive District insurance contributions in the same amounts as though regularly retired. (Mgmt. 8.4)

8.9.2 Employees Hired on or after July 1, 1984. The following provision shall apply:

8.9.2.1 At ten (10) years of service, the disabled employee is eligible to have the District pay fifty percent (50%) of the maximum premium amounts for the retiree and twenty-five percent (25%) of the premium requirements for the dependents.

8.9.2.2 If the disabled employee has worked full-time in the District for a minimum of fifteen (15) years, s/he is eligible to have the District pay one hundred percent (100%) of the maximum premium amounts for the retiree and fifty percent (50%) of the premium requirements for the dependents.

8.9.3 The years of service need not be continuous.

8.10 Continuation at Retiree's Expense. Any employee who retires under STRS or PERS with a minimum of ten years District service, but without attaining the minimum eligibility requirements, may continue in District-approved insurance programs when not enrolled or covered in a non-District insurance program, provided full premium payments are paid to the District quarterly in advance. The retiree may, at her/his option, continue dependent coverage under the same conditions.

8.10.1 The minimum ten years of service need not be continuous.

8.11 Continuation for Surviving Spouse and/or Dependents*

8.11.1 Continuation for Surviving Spouse and/or Dependents for Retirees Who Retired Prior to July 1, 1984. In accordance with the policy in effect on June 30, 1984, upon the death of any retired officer or employee, his or her surviving spouse and/or eligible dependents, shall be permitted to continue to participate in the District health and dental benefit plans in which they were enrolled at the time of the officer or employee's death for six (6) months and the District shall pay the full cost of all plan premiums for this period. After six months, the spouse and dependents may remain in their plan by paying the full premium(s) to the District which is equal to the premiums the District pays for their coverage.

The District's obligation under this section 8.11.1 is based on the Judgment Approving Settlement of Class action in Contra Costa County Superior Court Action No. 302814 which covers eligible retirees retiring before July 1, 1984 and their spouses/dependents. Domestic partners of these retirees are eligible for continued benefits to the extent required by law. See Health and Safety Code 1374.58. Because the right of domestic partners to these benefits is based on statute, they acquire no vested right to continuation of these benefits in the absence of such authorizing legislation.

8.11.2 Continuation for Surviving Spouse and/or Dependents for Retirees Who Were First Employed before July 1, 1984, Who are Eligible for District-Paid Health and Dental Coverage and Current Employees. Upon the death of a retiree or active employee, a surviving spouse and/or dependents, if any, shall continue to receive benefits for health and dental coverage for a six (6) month period from the date of death. After six months the surviving spouse and/or dependents may, at their option, remain in the health and dental insurance program by paying the full premium amounts equal to the premiums the District pays for their coverage.

The District's obligation under this section 8.11.2 is based on the Judgment in Contra Costa County Superior Court Action No. 302815 which covers eligible retirees who were first employed prior to July 1, 1984, and their spouses/dependents. Domestic partners of these retirees are eligible for continued benefits to the extent required by law. See Health and Safety Code 1374.58. Because the right of domestic partners to these benefits is based on statute, they acquire no vested right to continuation of these benefits in the absence of such authorizing legislation.

* Reference: Judgment Approving Settlement of Class Action, Case No. 302814, Section II Definitions and Eligibility #5, filed July 15, 1988; Judgment Granting Peremptory Writ of Mandate, Case No. 302815, 1d; Minutes of the Governing Board of the CCCC, April 30, 1997, pp. 884-885

8.12 Enrolling for Retiree Benefits.

8.12.1 Employees who have health coverage at the time of retirement and who meet the eligibility requirements for retiree benefits shall continue with their existing enrolled health plans, but may, at their option, change health plans at a later date during the open enrollment periods or upon a qualifying life event as determined by the respective health plans.

- 8.12.2 Employees eligible for retiree benefits who use the cash-in-lieu-of medical plan and who want health plan coverage after retirement may, upon retirement, elect to enroll in a District-covered health plan which would become effective the first day of the month following retirement.
 - 8.12.2.1 Employees eligible for retiree benefits who use the cash-in-lieu-of medical plan and who want health plan coverage beginning the first day of retirement should enroll in the covered health plan no later than the last open enrollment period prior to retirement.
 - 8.12.2.2 Employees who are on the cash-in-lieu-of plan prior to retirement may also enroll in a covered health plan at the next open enrollment period post retirement.
 - 8.12.2.3 Retired employees residing in out-of-service areas are eligible to receive the out-of-the-area cash-in-lieu plan.
- 8.12.3 Retirees may change plans or coverages only during a District open enrollment period or after a qualifying life event as determined by the respective health plans.
- 8.13 **Air Travel Insurance.** The District shall provide air travel insurance, in an amount established by the Governing Board, for accidental death resulting while on official District business on a scheduled airline. No more than ten persons from the District shall be scheduled on any flight.
- 8.14 **Flexible Spending Program (125 Plan).** The District shall provide to regular employees an Internal Revenue Service Section 125 Plan, with a District-approved program administrator, to cover medical and dependent care expenses.

Historical Annotation:
Adopted 1/28/04
Revised 5/25/05
Second Revision 9/10/14
Third Revision 2/22/17
Fourth Revision 12/14/17
Fifth Revision 11/13/19

Related Board Policies:
MSC 8.0 - Board Policy 2051

Related Procedures:
MSC 8.0 - Human Resources Procedures 1120.01, 1120.02, 1120.03, 1120.04, 1120.06, 1120.07, 1120.08, 1120.10
MSC 8.1 - Human Resources Procedure 1120.01, 1120.02, 1120.03, 1120.04, 1120.06, 1120.10
MSC 8.1.4 - Human Resources Procedure 1120.11
MSC 8.1.5 - Human Resources Procedures 1120.01, 1120.04
MSC 8.1.6 - Human Resources Procedures 1120.01, 1120.03
MSC 8.5 - Human Resources Procedures 1120.01, 1120.02
MSC 8.6 - Human Resources Procedure 1120.10
MSC 8.8 - Human Resources Procedure 1120.07, 1120.08
MSC 8.14 - Human Resources Procedure 1120.09