Memorandum of Understanding

Health and Welfare Insurance Reserve
April 18, 2017

This Memorandum of Understanding ("MOU") is entered into by and between the Temecula Unified School District (hereinafter "District") and the Temecula Valley Educators Association (hereinafter "Association").

WHEREAS, in accordance with Article 7.2.1 of the Collective Bargaining Agreement, the representatives of the District and the Association have met and agreed upon the Association's Insurance Advisory Committee to plan to use their Reserve Account to make a one-time modification to the Health and Welfare premium amount due from each eligible unit member for the months of April 2017, May 2017, and June 2017; and

WHEREAS, the parties agree, the Reserve Account balance as of June 30, 2016 is $365,200; and

WHEREAS, all agreed upon provisions shall become effective April 18, 2017, and shall remain in effect through June 30, 2017, unless the parties meet to negotiate otherwise subsequent to the date of this MOU; and

WHEREAS, this does not make any substantive changes to the existing Collective Bargaining Agreement between the parties.

NOW, THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. For the April 2017, May 2017, and June 2017 pay warrants, to be issued on or about the last day of each month, eligible unit members will receive a flat rate Health and Welfare premium adjustment to reduce active unit members’ monthly contribution for Health and Welfare benefits. Retirees shall not be eligible for the flat rate adjustment to Health and Welfare benefits.

2. The monthly flat rate Health and Welfare premium adjustment will be determined by dividing the Reserve Account balance ($365,200) by the number of eligible TVEA Health and Welfare participants as of October 1, 2016 divided by three (3).
3. To be eligible for the flat Health and Welfare premium adjustment, active unit members must have continuously participated and made monthly Health and Welfare premium contributions towards the cost of a district’s sponsored Health and Welfare program, including at least medical coverage, since October 1, 2012 to the date in which this agreement is executed.

4. If a unit member separates from the District prior to the completion of the three (3) pay period cycle, that is April 2017, May 2017, and June 2017, the remaining monthly adjustments shall be returned to the TVEA Health and Welfare Reserve account.

5. If the amount of the flat Health and Welfare premium adjustment exceeds the amount of the unit member’s monthly premium contribution, the Reserve contribution will be reduced to the amount necessary to cover the unit member’s monthly Health and Welfare premium. Any savings will be returned to the TVEA Health and Welfare Reserve account.

6. The parties agree that all eligible unit members will receive the same flat rate adjustments regardless of their Full Time Equivalency (FTE). It is further understood that eligible unit members may not make benefit plan adjustments, except during Open Enrollment or as required by applicable law.

This MOU is unique unto its own circumstances and shall not be cited as precedent-setting by either party in the future for any purpose other than to implement the terms of the MOU itself.

Temecula Valley Unified School District

Raymond R. Johnson 4-18-17
Assistant Superintendent
Human Resources Development

Temecula Valley Educators Association

Brian Balaris 4/15/17
Lead Negotiator
TVEA