

**CLOVIS UNIFIED SCHOOL DISTRICT  
Retiree Paid Health and Accident Benefits Plan Agreement**

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ between the Clovis Unified School District, hereinafter called the "District," and \_\_\_\_\_, hereinafter called "Retiree."

WHEREAS, pursuant to policies of the Clovis Unified School District, all eligible certificated and classified employee retirees shall be entitled to a District-paid health and accident benefits plan, effective on or about February 13, 1985; and,

WHEREAS, the payments to be made by the District under this Agreement are subject to the existing and future Governing Board policies and subject to the Retiree and eligible dependents fulfilling the requirements hereafter enumerated:

It is mutually agreed and understood by all parties as follows:

1. *Retirees:* To be eligible for benefits under this agreement, the Retiree shall have reached the retirement age of 55 years and shall have been employed by the District under one of the following circumstances:
  1. A. Served fifteen (15) years in the field of public education if employed by the District prior to March 1, 1985, or;
  1. B. Served a minimum of fifteen (15) years in the District, if employed after March 1, 1985, and;
  1. C. Is a disablitant, as so certified by STRS or PERS, who has had fifteen (15) years service in the District and was employed in a paid status on February 13, 1985.
2. *Eligible Spouse:* An eligible spouse is the legally married spouse of the Retiree at the time of his/her retirement from the Clovis Unified School District.
  2. A. If the Retiree should predecease his or her spouse, the paid health and accident benefits plan shall be continued for the spouse until the spouse is deceased, provided the District policy remains in force.
  2. B. It is expressly understood that, if a spouse should predecease the Retiree and the Retiree should remarry, the new spouse shall not be covered under this Agreement.
  2. C. It is further expressly understood that, if the Retiree and the eligible spouse are divorced and the Retiree remarries, the new spouse shall not be covered under this Agreement, nor shall the former spouse of the Retiree be covered under this Agreement.

***A Retiree or eligible spouse may not have a lapse in coverage from the Retiree's plan. If a Retiree or spouse has a lapse in coverage from the Retiree's plan he/she is ineligible for re-enrollment into the plan.***

3. *Dependents:* Eligible dependents are defined as those who meet the current eligibility requirements of the District's health and accident plan.
4. The Retiree and/or spouse shall inform the District of any change of address or marital status within thirty (30) days.
5. In the event of the death of the Retiree, spouse or any covered dependent, the District shall be informed within thirty (30) days.
6. The Retiree and/or spouse and/or dependents shall, at age 65, apply for Medicare Parts "A" and "B" and provide the District with appropriate evidence that they are eligible and covered for both, or can be covered only under part "B." The cost of Medicare Part "B" shall be paid by the Retiree and/or spouse and/or dependents.
7. If the health insurance claims paid for certificated and classified retirees and retiree dependents exceed ten percent (10%) of the total claims paid in any year (July through June), and the retiree desires to continue in the District's health insurance plan, the District will assess retirees a monthly fee to be determined by the Board, based upon the amount exceeded by all retirees above, divided into twelve (12) equal payments from August through July of the following year. To the extent permitted by law, the Governing Board further reserves the right to make any changes in the agreement or in the coverage that it deems fit in its discretion. Nothing in this policy shall be construed as a waiver of any vested right that the Retiree, the Retiree's spouse or the Retiree's dependents have, or may have in the future under applicable law.
8. If the Retiree and/or spouse and/or dependents fail to honor the requirements herein enumerated, the District shall have the right to cancel this Agreement thirty (30) days after notice of noncompliance has been forwarded to the Retiree and/or spouse and/or dependents.
9. It is expressly understood by all parties that the Governing Board has full authority to adopt policies dealing with this or any health and accident benefits plan. The Governing Board shall only have the right to cancel this Agreement, pursuant to Paragraph 8 above, if the Retiree, the Retiree's spouse or the Retiree's dependents have failed to cure any noncompliance within thirty (30) days of receiving notice of noncompliance from the District.
10. The Retiree and/or spouse and/or dependents covered under this Agreement are:

	<u>Name</u>	<u>Relationship</u>	<u>Age</u>	<u>D.O.B.</u>
<b>Retiree</b>	_____	_____	_____	_____
<b>Spouse</b>	_____	_____	_____	_____
<b>Dependents</b>	_____	_____	_____	_____

- The Retiree and spouse (if applicable) acknowledge the signing and receipt of an exact copy of this agreement.***
- I have read and understand my eligibility for this benefit and I choose to decline the benefit.***

\_\_\_\_\_  
**Retiree** Date: \_\_\_\_\_

\_\_\_\_\_  
**Spouse** Date: \_\_\_\_\_

\_\_\_\_\_  
**District Benefits Representative** Date: \_\_\_\_\_