## Memorandum of Understanding between La Mesa-Spring Valley Schools ("District") and La Mesa-Spring Valley Teachers Association ("Association," together with District, "Parties")

## Regarding the LMSV 2024-2025 Certificated Retirement Incentive and Access to Health and Welfare Benefits

## **December 12, 2024**

The District and the Association enter into this Memorandum of Understanding ("MOU") to provide clarity about the LMSV 2024-2025 Certificated Retirement Incentive and certificated employee access to health and welfare benefits in retirement.

- 1. In light of the \$6M budget savings that the District must obtain to address an impending \$16 million budget deficit, LMSV is working with Public Agency Retirement Services (PARS) to offer an incentive that will encourage senior employees at the top of the salary schedule to retire early. The goal is to generate savings by increasing the number of retirements in the 2024-25 school year. The program allows the District to offer the plan, conduct enrollments, analyze the participation, and elect to move forward (or not) depending on participation and overall projected savings or cost of the program (based on the number of participants).
- 2. The incentive would provide participating certificated employees with a tax-qualified annuity that equals 50% of their final year salary paid to them based on the option they select. To receive the incentive, participants would have to agree to resign or retire from the district at the end of the school year (June 30, 2025).
- 3. The following are the criteria to qualify for the incentive for certificated staff:
  - a. Certificated Non-Management employees who are employed by the District as of November 12, 2024.
  - b. Are **fifty (50) years of age** as of June 30, 2025.
  - c. Have ten (10) years of District service as of June 30, 2025.
  - d. Have resigned or retired from District employment effective after the completion of the 2024-2025 school year on or before June 30, 2025.
  - e. Have submitted all required SRP enrollment materials and District Letter of Resignation to the PARS office no later than 5:00 PM on January 10, 2025.
- 4. Access to medical benefits follows the LMSV TA Collective Bargaining Agreement language: 5.2 INSURANCE PROVISIONS UPON RETIREMENT

A. Employees having reached the minimum retirement age (55 years) and accepting retirement benefits as provided under the Public Employees' Retirement System or State Teachers' Retirement System, and having a minimum of ten (10) years of full-time service in this district served during the past fifteen (15) years, shall have extended to them group health and dental insurance benefits. Premiums for health and dental insurance benefits shall be paid by the District capped at the San Diego County rate until such a time as the retiree reaches age sixty-five (65) or becomes eligible for Medicare.

B. In addition, the retiring employee shall have the option of having dependents included under the same coverage, for medical and dental only, with the retiree making the premium payment for such dependent coverage. Retirees may add dependent medical coverage during the open enrollment period. Dependent coverage may be discontinued, at the retiree's option, at any subsequent date. Payment for the dependent's premiums shall be remitted semi-annually to the District on due dates as designated. Such payment shall be made in the form of a cashier's check, certified check, or money order.

C. To be eligible for the benefits described in sections A and B above, the employee must meet the requirements above and must have been employed by the District on or before June 30, 2018. Employees hired after June 30, 2018, are not eligible for the benefits described in sections A and B above.

- 5. Employees who are aged 55 or older by June 30, 2025, will be able to access their above-referenced medical benefits upon their retirement. The employee must work with the LMSV Payroll and Benefits department to make arrangements for these benefits.
- 6. Employees who are aged 50-54 by June 30, 2025, will not have access to the benefits defined in the Collective Bargaining Agreement until they turn 55 years of age. Once the retired employee turns 55 years of age, they must contact the LMSV Payroll and Benefits department to initiate benefits to begin. This is the responsibility of the employee.
- 7. This MOU shall expire at the end of the 2024-2025 school year. The Parties may mutually agree to extend the MOU.
- 8. The provisions of this MOU shall not be precedent-setting for any purpose, nor shall they be considered a past practice or evidence of a past practice for any future purpose. The Collective Bargaining Agreement and any other currently effective MOUs shall remain in full force concerning any and all language not addressed in this MOU.
- 9. If any provision of this MOU is found to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect and shall in no way be impaired or invalidated.
- 10. The Parties recognize that, to be enforceable, this MOU must be approved or ratified by the Board of Education.

Date: December 12, 2024

FOR THE DISTRICT

—DocuSigned by:

Margaret Jacobsen

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Assistant Superintendent

Human Resources, LMSV

FOR THE ASSOCIATION

Signed by

Dennis Blevins

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President

La Mesa-Spring Valley Teachers Association

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Bargaining Chair, LMSVTA