## **Settlement Agreement**

La Mesa-Spring Valley Schools ("District") and California School Employees Association and its Chapter 419 ("Association," together with District, "Parties")

## **OPEB Option for Future Out-of-State Retirees September 2025**

The District and the Association enter into this Memorandum of Understanding ("MOU") to provide a Health Reimbursement Account (HRA) to classified employees that retire on or after June 17, 2025, if enrolled in an out-of-area (out-of-state) benefit plan.

This MOU shall be in effect for said retirees until they are no longer eligible (reach age 65 or become eligible for Medicare).

- 1. The District and Association desire to provide an HRA for classified employees that retire on or after June 17, 2025, if enrolled in an out-of-area (out-of-state) benefit plan who qualify under CBA Article 9 (Health and Welfare Benefits).
- 2. An HRA is a type of health benefit that employers can offer to help employees pay for eligible medical related expenses, including but not limited to medical premiums, co-pays, medications, as well as dental and vision related expenses.
- 3. The District will establish an HRA for each eligible retiree as specified above. Those retirees will receive an HRA expense card. The District will apply the monthly San Diego capped rate to the account. The retiree can then use that card for eligible medical related expenses as described above. The money in the account rolls from one year to the next if not fully used. It does not revert back to the District.
- 4. More information will be forthcoming. The District will host a special open enrollment period for those retirees ONLY, with the intent of the HRA being established by July 1, 2025.
- 5. 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.
- 6. 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.
- 7. The Parties recognize that, to be enforceable, this MOU must be approved or ratified by the Board of Education.

FOR THE DISTRICT	FOR THE ASSOCIATION	DocuSigned by:
Margaret Jacobsen	Almad Swinton	kyler Miller
Meg Jacobsen	Ahmad Swinton	Kyler Miller
Assistant Superintendent	CSEA Chapter 19 President	CSEA Labor Relations Representative
Human Resources, LMSV		