Memorandum of Understanding (MOU)

Between

California School Employees Association and its Chico No. 110 (together "CSEA")

And the

Chico Unified School District ("District")

July 1, 2022

This MOU will become effective July 1, 2022 with the approval of both CSEA and the District (the "parties") and will expire on July 1, 2027 unless all parties agree to extend.

RE: Medicare Supplement Benefit

The District and CSEA recognize that it is financially challenging for classified staff to retire prior to age 65 and access Health benefits offered upon retirement. Therefore, the parties have agreed to offer a Medicare Supplement to any classified employee through Butte Schools Self-Funded Programs (BSSP) under the following conditions:

- The employee must qualify for retirement benefits under the terms of Article 7.3 of the Collective Bargaining Agreement and be receiving full health benefits through BSSP at the time of retirement.
- If the employee is receiving part time benefits at the time prior to retirement and is paying a prorated share for the remaining portion of benefits, the same prorated percentage will be applied to the Medicare Supplemental benefit cost.
- The Medicare benefit provided by the District will be the *CompanionCare Medicare Supplement Plan*. Any retiree must meet all conditions set forth by BSSP and Anthem Blue Cross to access this benefit.
- The Medicare Supplement Benefit cap will be \$50,000 per year. If the number of retirees exceeds this cap, the parties agree to return to negotiations.
- The Medicare Supplement Benefit will only apply to staff that retire on or after July 1, 2022.
- The District will offer the Medicare Supplement Benefit for the duration of this MOU as long as BSSP/SISC offers the *CompanionCare Medicare Supplement Plan*. In the event that this plan is cancelled, the parties agree to return to the table for negotiations. In the event that no comparable plan is offered both parties must agree on an alternative for this MOU to remain in effect.
- All benefits will end on June 30, 2027, unless this MOU is extended or permanent language is agreed to in the Collective Bargaining Agreement.

RE: Agreement for Top Three Ranks

The District and CSEA agree that the current process of interviewing only three (3) ranks with individual scores is limiting and inflexible. The parties therefore agree to define each rank as follows:

- FIRST RANK = Top 3 scores
- SECOND RANK = Next 3 scores
- THIRD Rank = Next 2 scores
- All CSEA permanent Bargaining Unit employees, regardless of FTE status, will have 1 additional seniority point added to their overall score
- All candidates within the top three ranks shall be given an interview opportunity.
- Should there be a TIE in the top two (2) ranks and more than eight (8) total eligible candidates, then the lower of the 3rd rank's scores will be taken away. The District has the discretion to interview less than 8 candidates if there are less than 8 ranked candidates available to interview.

Guidelines for the Eligibility List will be as follows:

- If the current eligibility list has less than 50% of candidates than what it originally started with, it can be merged with a new list.
- A new list may be created and merged at any time should there be less than three (3) ranks, or less than eight (8) total candidates. If a recruitment results in less than eight (8) eligible candidates, the hiring authority can choose to interview off the current eligibility list or wait for a new list to be created and merged. If they choose to interview and there are at least 3 ranks, a selection must be made.
- A new list may be created and merged at any time should the list have less than eight (8) candidates to interview. However, should a position be ready for interview, the site must interview and select off the current list as long as there at least eight (8) total candidates.
- If a Position Request Form (PRF) is submitted and a new eligibility list is created, the site that submitted the PRF must select from that list if there are at least five (5) candidates.

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Should any provision of this Agreement be declared or be determined by any court or competent jurisdiction to be illegal, invalid or unenforceable, the MOU will be deemed invalid and both parties agree to renegotiate the contents of the MOU. All other provisions of the CBA will stand as is unless mutually agreed to by both parties. This agreement does not set any past practice or precedent.

Loi Sullin	5/25/22
Lori Sullivan – President, CSEA Chapter #110	/ _{Date} /
Bonny Mc Carety	5/25/22
Bonnie McCarthy-Lead Negotiator, CSEA	Date
Vinstal	5/25/22
Veronica Sanchez - Labor Relations Rep	Date
Ti-Handor	5/25/22
Jim Hanlon – Assistant Superintendent, CUSD	Date

