

rm
cd

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS SANTA BARBARA
CITY COLLEGE CHAPTER #289**

This Memorandum of Understanding, is entered into by and between the Santa Barbara Community College District (District) and the California School Employees Association and its Santa Barbara City College Chapter #289 (CSEA or Association).

The District intends to offer a Supplemental Retirement Plan (SRP) for classified employees in the CSEA bargaining unit. The plan is subject to two separate approvals by the Board of Trustees and shall not become effective until both approvals are given:

- (1) Authorization during the Board meeting of October 15, 2019, to enter into an agreement with Public Agency Retirement Services (PARS) to plan and administer a SRP based upon the terms of this agreement; and
- (2) Approval of the Board of Trustees after the enrollment period has ended and been evaluated by District administration to determine that an adequate number of CSEA unit employees have submitted an irrevocable resignation/retirement to achieve a sufficient budget savings to enact the SRP.

The SRP will include two "window periods" for retirement by CSEA employees to resign or retire from the District not later than December 31, 2019 for the first "window period" or not later than June 30, 2020 for the second "window period."

The parties acknowledge that time is of the essence in this matter in order to provide appropriate planning, implementation, and meetings with eligible employees and to provide maximum planning time for affected employees. Therefore, the parties agree that the District will initiate communication to eligible unit members regarding the SRP within two weeks after the October 15, 2019, Board of Trustees meeting (assuming Board approval as prescribed in the preceding paragraph).

The SRP will include the following provisions:

1.0 Eligibility

1.1 CSEA unit employees of the District shall be eligible who:

- a. Are employed by the District as a full-time CSEA unit employee or part-time CSEA unit employee assigned to work more than 50 percent of a full-time bargaining unit assignment as of August 26, 2019;

cm
et

b. Are 50 years of age as of their individual retirement date with a minimum of 5 years of service to the District; and

c. Resign or retire by providing a written and non-revocable letter of resignation or retirement to the District at the time of submittal of the SRP enrollment documents and materials with the separation from employment as an employee to be effective on or before December 31, 2019 for the first window period or on or before June 30, 2020 for the second window period.

1.2 Eligible CSEA unit employees who resign/retire from the District with an effective date before September 1, 2019, are not eligible for the SRP.

2.0 Participation Requirements

2.1 In order to implement the SRP, a sufficient number of CSEA employees must complete and submit all required Plan enrollment materials and an irrevocable District Letter of Resignation/Retirement by the enrollment deadlines, with the District to determine the specific date of the enrollment deadlines. In order to protect the eligible CSEA unit employees enrolled in the SRP, resignation/retirement is irrevocable as of the enrollment deadline and may only be rescinded if the District withdraws the Plan pursuant to Paragraph 2.2 below.

2.2 If the number of eligible CSEA unit employees enrolled in the SRP as of the enrollment deadline does not provide the District with the required budget savings as determined by the District, the District may withdraw the SRP. Written notice of the District's withdrawal from the SRP will be provided to the CSEA Local Chapter 289. The District's action for the first window period to withdraw the SRP must be made on or before December 11, 2019 or prior to the actual resignation/retirement by the unit member, whichever occurs first. The District's action for the second window period to withdraw the SRP must be made on or before April 9, 2020 or prior to the actual resignation/retirement by the unit member, whichever occurs first.

2.2.1 If the District withdraws the SRP, the District Letter of Resignation for each employee who has submitted one will be deemed to be automatically withdrawn. Each affected CSEA unit employee shall then be able to voluntarily determine if they will resign/retire from District employment by submitting another District Letter of Resignation despite the SRP not being available.

2.3 Participating CSEA unit employees shall resign or retire from District employment with an effective date of separation no later than December 31, 2019 for the first window period or no later than June 30, 2020 for the second window period.

2.4 Participation in the SRP requires:

2.4.1 Irrevocable Resignation/Retirement from District employment; and

2.4.2 Completion and submission of all required SRP enrollment forms and materials to the District Human Resources Department and a signed District Letter of Resignation/Retirement submitted at the same time of enrollment in the SRP, but not later than the enrollment deadline determined by the District.

3.0 Informational Meetings and Plan Payments

3.1 The District will coordinate a mailing to eligible CSEA unit employees providing the SRP information and estimated financial benefits based upon the Base Salary of the employee. This mailing will be to the employees official address on record with Human Resources.

3.2 The District will coordinate group and/or individual information meetings for eligible CSEA unit employees regarding the financial benefits and payment options of the SRP.

3.3 The financial benefit to participating permanent classified employees will be a monthly annuity payment based upon 70 percent of the annual salary for the affected employee's placement on the District's Full-Time CSEA Salary Schedule as of July 1, 2019, including longevity and shift differential. For purposes of determination of benefit amount under the SRP, not included in the Base Pay considerations are forms of compensation including overtime assignments, working out of class, or extra duty assignments. CSEA unit members shall receive prorated SRP benefits based upon the percentage of the affected unit member's regular work assignment in relation to a full-time CSEA unit member assignment.

3.4 The selection of SRP benefit option and choice of beneficiary (if selecting the joint-and-survivor benefit option) shall become final upon the close of the enrollment period and shall not be subject to change thereafter.

3.5 The final determination of cash payment to be received from the SRP benefit option shall be fixed and final upon the implementation of the SRP following the final Board of Trustees determination of appropriate budgetary savings.

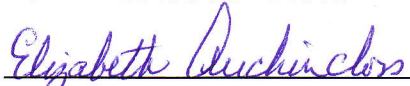
4.0 Other Provisions

4.1 The District reserves the right to evaluate the effects of the impact due to implementation of the SRP. The impacts and effects of department reorganizations resulting from the SRP will be negotiated with CSEA.

4.2 The parties agree that the decision as to whether and when to replace resigned/retired unit employees will be made by the District administration. This decision is not subject to the grievance procedure, unfair labor practices, and/or other legal challenge.

By signature below, the parties agree to the terms and conditions of this Memorandum of Understanding. This MOU will be effective when signed by the CSEA and District Chief Negotiator and approved by the Board of Trustees as specified in this MOU. The MOU does require ratification by the CSEA membership.

FOR THE ASSOCIATION:



Elizabeth Auchincloss
President, CSEA Chapter #289

Mark Moore
Labor Relations Representative
California School Employees Association

FOR THE DISTRICT:



Lyndsay Maas
Vice President Business Services
Santa Barbara Community College District

10/24/19
Date