



TO: BOARD OF DIRECTORS

FROM: DAN JOHNSTON, Executive Director of Human Resources

SUBJECT: MOU With SCEA regarding School Employee Benefits Board (SEBB)

DATE: November 5, 2019

TYPE: ACTION REQUIRED

Due to impacts of the 2019 Washington State legislative session, section 6.10 of our collective bargaining agreement with Stanwood-Camano Education Association (SCEA) needed to be revised.

The District and SCEA have worked together over the past few weeks and have tentatively agreed to the attached Memorandum of Understanding, which will serve in place of section 6.10 of the collective bargaining agreement beginning on January 1, 2020.

Recommendation:

We recommend the board *move to approve the attached Memorandum of Understanding between the District and SCEA related to insurance benefits.*

Memorandum of Understanding (MOU)

Between

Stanwood-Camano Education Association and Stanwood-Camano School District

Due to impacts of the recently concluded 2019 Washington state legislative session, The Stanwood-Camano School District and the Stanwood-Camano Education Association hereby confirm the following with regards to the transition to the SEBB.

Effective January 1, 2020, Section 6.10 Insurance Benefits, shall be replaced by SEBB guidelines described below. This MOU will be in effect unless/until state law or SEBB guidelines change.

6.10 Insurance Benefits

School Employees Benefits Board (SEBB) Program

The District shall pay the full portion of the employer contribution to the School Employees Benefits Board (SEBB) for insurance programs as adopted in the statewide collective bargaining agreement for all employees who meet the eligibility requirements outlined in state law and described below.

Benefits presently provided by the SEBB include but not be limited to:

- Basic Life and accidental death and dismemberment insurance (AD&D)
- Basic Long-term Disability
- Vision
- Dental which may include orthodontia
- Medical

Employees are eligible to participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP). Employees who select a qualifying High Deductible Health Plan (HDHP) for their medical insurance will automatically be enrolled in a Health Savings Account (HSA). These employees may choose to make additional contributions to their HSA through a payroll deduction.

6.10.1 Dependent Coverage

Upon moving to the new plan, should an employee have dependents that were covered as of December 31, 2019 but who no longer qualify for coverage under SEBB, the employee will have the opportunity to enroll these dependents at the employee's cost for a period up to 36 months.

6.10.2 Eligibility

Certificated staff, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. For the purposes of counting hours for eligibility, the year shall be from September 1 through August 31. All hours worked during the school year shall count for purposes of establishing eligibility.

When an employee, with the exception of those non-continuing employees and employees who do not work at least six of the last eight weeks of the school year, is hired into a position that would qualify for benefits if filled for the full eligibility year and not enough days remain in the year to achieve 630 hours, that employee will be provided with benefits coverage.

Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits under this section. Employees on unpaid leave status will be considered in an employment status for the provisions of this section and will receive benefits when allowed by SEBB policy.

6.10.3 Benefit Enrollment/Start

Benefit coverage for new employees will begin the first day of the month following the first day of work when it is expected that the employee will work 630 hours, except during the month of September when the employee's benefit coverage will begin in September if the employee is expected to work 630 hours or more during the school year and that employee begins on or before the first day of school in September.

6.10.4 Benefit Termination/End

Any employee terminating employment shall be entitled to continue receiving the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of full contract obligation (i.e. the end of the student school year in June) benefit coverage will continue until August 31. Monthly, the District will report to the Association any added represented employees not covered by SEBB and those whose benefit coverage is reasonably anticipated to change in the ensuing month. Any changes to an employee's benefits reasonably anticipated or occurring in July or August shall be discussed at a Labor Management meeting prior to the end of the school year.

6.10.5 Legislative Changes

If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits, or substantially changes the medical coverage provisions, either party can reopen this agreement for negotiation over the changes to the extent allowed by law.

6.10.6 Additional Items

The District will contribute \$80 per bargaining unit member, per FTE, per month to employee VEBA accounts beginning Jan. 1, 2020.

Beginning January 1, 2020, the District shall pay for both the employee and the employer portion of the Washington State Paid Family Medical Leave deduction.

All of the provisions of Section 6.10 shall be interpreted consistent with the rules and regulations of the SEBB.

SCEA President
Nyda Goldstein

Superintendent
Dr. Jean Shumate

Date _____

Date _____