

SEBB Transition MOU

Between the Arlington School District and Arlington Education Association

The parties recognize that effective January 1, 2020 the State of Washington will provide employee health benefits insurance coverage through the School Employees Benefits Board (SEBB) as administered by the Washington Health Care Authority. The transition to coverage through the SEBB affects the AEA Collective Bargaining Agreement (“Agreement”) which the parties now wish to modify. To that end, the parties herein agree that beginning January 1, 2020, the language in Article VII, Section 7 shall expire and be replaced by the following Sections.

Article VII, Section 7

A. Application and Intent

1. Effective January 1, 2020, the District will implement the State’s mandatory insurance program administered by the Washington Health Care Authority (HCA) through the School Employees Benefits Board (SEBB) as required by the prevailing law.
2. The provisions of this Section do not provide benefits in excess of the minimum required by SEBB, as set forth in the current and controlling RCWs (41.05 and 41.59 *et seq.*) and WACs (182-31, *et seq.*). The District will follow all current SEBB guidelines including, but not limited to, those related to eligibility, enrollment, and termination of employment, as outlined below. This Article VII, Section 7, is subject to the legislative and rulemaking authority of the Washington Legislature, the SEB Board, and the HCA. If the Washington Legislature, the SEB Board, the HCA, or a court, modify or eliminate provisions of SEBB legislation or its rules, this Article will be interpreted and applied to be consistent with those changes and prevailing law.

B. School Employees Benefit Board (SEBB) Program Coverage and Benefits

1. For purposes of benefits provided under the SEBB, school year shall mean September through August, which shall be the eligibility year.
2. The District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition Agreement for all employees who meet the HCA’s eligibility requirements.
3. The District shall deduct from employees’ monthly salaries the amount necessary to pay the employee portion of SEBB health insurance premiums and/or the following supplemental SEBB benefits elected by employees: Long-Term Disability, Flexible Spending Account, Dependent Care Assistance Program, and Health Savings Account. Deductions shall be made in the month in which the employee receives benefits. Any other supplemental benefits will be directly billed to the employee by the provider.
4. The District will provide employees with those benefits offered through SEBB, which currently include:
 - a. Basic Life and Accidental Death and Dismemberment insurance (AD&D)
 - b. Basic Long-Term Disability insurance
 - c. Vision insurance

- d. Dental insurance including orthodontia
 - e. Medical Plan insurance
5. Employees are eligible to participate in the Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) offered by SEBB.
 6. Employees will have the option of enrolling in a Health Savings Account (HSA) when they select a qualifying High Deductible Health Plan (HDHP) for their medical insurance.

C. Benefit Eligibility and Benefit Termination

1. In accordance with WAC 182-31-030 the District:
 - a. Will notify newly hired employees in writing whether they are or are not eligible for SEBB benefits and provide information regarding SEBB program rules, guidance for eligibility, and appeal rights.
 - b. Routinely monitor all school employees' work hours to establish eligibility and maintain the employer contribution towards SEBB benefits coverage. The District will identify when a previously ineligible employee becomes eligible or a previously eligible school employee loses eligibility.
 - c. Inform a school employee in writing whether or not they are eligible for benefits and the employer contribution whenever there is a change in work patterns such that the school employee's eligibility status changes. Whenever this occurs, the District must inform the school employee of the right to appeal eligibility and enrollment decisions.
2. The District will inform the Association in writing when the eligibility status of an employee changes.
3. In accordance with WAC 182-31-040:
 - a. Certificated staff, including substitutes, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in an eligibility year, so long as they maintain an employment relationship.
 - b. Employees who have worked at least 630 hours in each of the previous two school years in the District and return to the same type of position or combination of positions are presumed eligible for the employer's contribution unless the District rebuts this presumption by notifying the school employee, in writing, of the specific reasons why the school employee is not anticipated to work at least 630 hours in the current school year and how to appeal the eligibility determination.
 - c. Employees who are not anticipated to work at least 630 hours in the school year become eligible for the employer contribution towards SEBB benefits on the date they actually worked 630 hours in the school year.
 - d. Employees hired on a date that prevents 630 hours because not enough days remain in the year will be provided with benefits coverage if they are anticipated to work at least 630 hours the next school year and anticipated to be compensated for at least seventeen and one-half hours a week in six of the last eight weeks of the school year.

4. In accordance with WAC 182-31-050, once eligibility is established, it shall be maintained for the remainder of the eligibility year.
5. In accordance with WAC 182-31-050, the employer contribution toward SEBB benefits ends the last day of the month in which the school year ends. The school employer contribution toward SEBB benefits will end earlier than the end of the school year if one of the following occurs:
 - b. The District terminates the employment relationship. In this case, eligibility for the employer contribution ends the last day of the month in which the employer-initiated termination notice is effective;
 - c. The school employee terminates the employment relationship. In this case, eligibility for the employer contribution ends the last day of the month in which the school employee's resignation is effective;
 - d. The school employee's work pattern is revised such that the school employee is no longer anticipated to work 630 hours during the school year. In this case, eligibility for the employer contribution ends as of the last day of the month in which the change is effective.
6. If the District deducted the school employee's portion of the premium for SEBB benefits from their pay after the school employee was no longer eligible for the employer contribution, SEBB benefits end the last day of the month for which school employee premiums were deducted.
7. In cases where separation occurs after completion of the student year, benefit coverage will continue through August 31. Exceptions will occur depending on effective date of resignation or termination.
8. All hours worked by an employee in their capacity as a school employee must be included in the calculation of hours for determining eligibility in accordance with WAC 182-31-040.

D. Benefit Enrollment and Continuity of Coverage

1. An annual open enrollment period of at least thirty calendar days shall be provided each year. Employees may make changes to SEBB insurance plans and/or coverage during the open enrollment period.
2. In accordance with WAC 182-31-040, in the month of September, benefit coverage for eligible employees begins their first day of work, so long as the employee works on or before the first day of school. For all other eligible employees, benefit coverage will begin the first day of the month which follows the employee's first day of work.
3. New employees hired after the beginning of the school year have up to 31 calendar days or until the final day of the open enrollment period, whichever is later, to enroll in approved insurance plans. If an employee does not elect a plan or waive coverage during the specified time, they will be defaulted in the SEBB-designated default plan; the employee portion of the medical premiums and a \$25.00 monthly tobacco use surcharge will be deducted from their monthly salary.

4. Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month prior to their first day of work will have uninterrupted benefit coverage if they meet the eligibility requirements above.

E. Dependent Coverage

1. Dependents under SEBB include legal spouses, state-registered domestic partners, children up to age 26 (biological and adopted children, children of the employee's spouse or state-registered domestic partner, children for which a court order or divorce decree for whom the subscriber has a legal obligation to provide support or healthcare coverage) and children of any age with a developmental or physical handicap who are not capable of self-support.

F. Leaves of Absence

1. Paid leave hours shall count towards eligibility for benefits. Employees who are otherwise eligible for benefits who go on unpaid leave and retain their employment relationship will remain eligible for benefits.
2. Employees on approved leave under the federal Family and Medical Leave Act (FMLA) or Washington State's Paid Family Medical Leave insurance program (WPFML) will continue to receive the District's SEBB contribution in accordance with the federal FMLA or the WPFML insurance program. The school employee may also continue current supplemental life, AD&D, and long-term disability insurance.

G. Additional Benefits

1. The District shall make available to employees an Employee Assistance Program.
2. The District and Association agree to continue participation on a year to year basis in a VEBA program for employees in accordance with Article VII, Section 3, C of the Agreement.

H. Additional Modifications

1. Neither employees nor the employer will make a December 2019 insurance premium payment.
2. Effective January 1, 2020, the District agrees to equally distribute, in a lump sum payment, pro-rated by FTE (1.0 maximum), two hundred and thirty-seven thousand, one hundred and ninety-three dollars (\$237,193) into an individual VEBA account for every employee covered by this agreement who is eligible for insurance as of January 1, 2020. Employees becoming eligible after January 1 will not be eligible for this contribution.
3. If requested by the Association, the District will provide an annual report of plan utilization and health benefit revenues and expenditures.
4. Self-Pay Continuation Coverage Options: The District will implement the SEBB Continuation Coverage Policies (2018-57, 2018-58, 2019-06, 2019-07) and communicate these options to employees.

Additional Proposed Modifications to the Agreement

- 1. Reformat lettering in Section 3, A-J, of the Agreement to reflect new provisions A-H, above.
- 2. Delete Article VII, Section 3, D.

ARTICLE VII - SALARIES, STIPENDS, & BENEFITS

Article VII, Section 1
SALARY SCHEDULE

Effective September 1, 2020, modify Article VII, Section 1, to include an increase of 1.75% plus the annual inflationary adjustment, based on the state implicit price deflator (IPD), of 2019-20 total compensation applied as an equal percentage salary increase to all cells of the salary schedule set forth in Appendix A.

Article XI - TERM OF AGREEMENT

Modify Article XI, the Term of Agreement, to extend the current Agreement from August 31, 2020 to August 31, 2021.

Additional Agreements

- 1. The parties agree to negotiate the following issues after the ratification of the CBA; provided that such negotiation shall not reopen the contract in its entirety:
 - a. Support for special education staff including but not limited to IEP caseload targets and release time.
 - b. Washington’s Paid Family and Medical Leave insurance program.
 - c. Development of the calendar subject to the provisions currently existing in the bargaining agreement in Article VIII, Section 1.
 - d. Procedures and staff rights concerning student discipline.

The total cost to the District resulting from negotiations on item (a) above shall not be more than \$50,000. The result of negotiations on items (b), (c), and (d) above shall be cost neutral to the District.

Jason Klein
Jason Klein
AEA President

1-21-20
Date

Chrys Sweeting
Chrys Sweeting
Superintendent

1-21-20
Date