

Evergreen Education Association and Evergreen Public Schools

Memorandum of Understanding

The Evergreen Education Association (EEA) and Evergreen Public Schools (EPS) agree to the following implementation for the School Employees Benefit Board Program, to be implemented by January 1, 2020:

School Employees Benefit Board (SEBB) Program:

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 eligibility requirements outlined below. For purposes of benefits provided under the SEBB, school year shall mean September 1 through August 31, and shall also be referred to as the eligibility year.

The District will implement the School Employees Health Care Coalition agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits.

The District will provide benefits to employees through SEBB, to include but not be limited to:

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

Employees are eligible to participate in the Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) offered by the employer. Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for their medical insurance. In addition, employees will be able to utilize payroll deduction for any supplemental insurance that they choose to enroll in through SEBB (e.g. increased Life, AD&D, Long-term disability, etc.).

Eligibility:

Beginning January 1, 2020 eligible employees shall select from the approved SEBB identified carriers and plans for themselves, their dependents, and/or domestic partner, consistent with SEBB rules.

All Employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program once they work 630 hours, or the District anticipates they work 630 hours or more in an eligibility year.

Once eligibility is established, it shall be maintained for the remainder of the eligibility school year, unless the employee's schedule or work pattern is revised such that they are no longer

anticipated to work 630 hours or separate from employment. In this case, eligibility for the employer contribution ends as of the last day of the month in which the change is effective.

All compensated hours in any position within the District shall count for purposes of establishing eligibility. A school employee who is not anticipated to work 630 hours within the school year because they are hired after the school year begins but they are anticipated to work at least 630 hours the next school year, establishes benefits eligibility for the employer contribution toward SEBB benefits as of their first working day if they are:

- A 9-10 month employee anticipated to be compensated for at least 17.5 hours a week in the last eight weeks counting backwards from the week that contains the last days of school; or
- A 12 month employee anticipated to be compensated for at least 17.5 hours a week in 6 of the last 8 weeks counting backwards from the week that contains August 31, the last days of the school year.

Any employee who has worked 630 hours in the previous year and is returning to a similar position(s) with anticipated work hours of 630 or more determined by the District, will be eligible for benefits.

If two individuals are job sharing one position and they are both anticipated to work more than 630 hours, they will both be eligible for SEBB benefits. The district will be required to pay the employer's share of the benefit costs for each eligible employee. The District may terminate job sharing arrangements at any time after completion of each year.

Benefit Enrollment and Continuity of Coverage:

Employees shall select a carrier and plan(s) provided in the county in which they live or as per SEBB rules. Electronic enrollment processes shall be established consistent with SEBB rules.

In the month of September (beginning 2020), 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 of the month following the employee's first day of work.

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.

Should an employee who previously was not anticipated to work 630 hours during the school year, and is subsequently employed in a position in which the District anticipates he/she will work 630 hours shall become eligible for benefits the first day of the month following the known date of eligibility.

Premiums:

The District shall pay the full portion of the employer premium as established by SEBB. Employees shall be responsible for their portion of the premium as established by SEBB.

Leaves:

Paid leave hours shall count towards benefits eligibility under this section excluding any holiday hours from eligibility determinations. Employees on an approved unpaid leave will retain their employee/employer relationship.

An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave (PFML) will continue to receive the employer contribution for insurance coverage in accordance with the federal FMLA or RCW 50A.04.245.

For an employee on leave without pay and who is no longer anticipated to meet the eligibility requirements for employer paid insurance, the employee will have the option of self-paying the premium to HCA (COBRA).

Benefit Termination:

Any employee receiving benefits and chooses to terminate the employee/employer relationship shall continue to receive benefits through the end of their final working month of employment. In any month, other than June, July, or August, the employer contribution toward SEBB benefits ends the last day of the month in which the employer-initiated termination notice is effective and the last day of the month in which the employee-initiated resignation is effective.

When employees are receiving benefits and separate from employment after completion of the employee's full contract obligation, the separation will need to be submitted with an effective date of August 31. The employer contribution toward SEBB benefits ends the last day of the month in which the school year ends (August 31).

Substitutes:

Substitutes employed by the District for more than 30 days of work within the current, or preceding school year or employed by the District for 16 consecutive workdays in the same assignment are included in the bargaining unit.

The District and the Association agree that substitute employees who are anticipated to work 630 hours during the school year will be determined by the District and will be eligible for benefits through SEBB.

Substitute employees will be monitored and reviewed monthly by the District for anticipated work hours and for those who have met the 630 hours. Substitutes will be notified by the District when eligible.

Legislative Changes and Reopeners:

If the Washington State Legislature changes provisions of 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 of the changes.

The District will compress the salary schedule by removing the current zero years' experience lane on the salary schedule and revise the newly compressed schedule as steps 1-15, effective September 1, 2020 by redistributing unspent premium, pool and previous health care authority monthly payment dollars.

Any relevant and/or remaining language in the collective bargaining agreement related to health insurance will be reviewed in housekeeping in the 2019 full reopener.

Signed on this 17th day of October 2019.



For the District

Jenae Gomes, Executive Director of Human Resources

10/17/19

Date



For the Association

William Beville, Evergreen Education Association President

10/17/2019

Date