

MEMORANDUM OF UNDERSTANDING
between the
ISSAQUAH EDUCATION ASSOCIATION
and the
ISSAQUAH SCHOOL DISTRICT
Related to
THE IMPLEMENTATION OF SEBB

The following *Memorandum of Understanding* is made and entered into between the Issaquah School District and the Issaquah Education Association concerning the implementation of Washington State's School Employee Benefits Board (SEBB) insurance program:

1. Effective September 1, 2019, the District shall follow the provisions of Article 4, Section 10 – Insurance Benefits of the 2018-2022 *Collective Bargaining Agreement*, with the following amendments and exceptions:
 - A. Monthly medical insurance premium deductions will be made in accordance with Sections 10.5 and 10.6 in September through November of 2019.
 - B. In December of 2019, employees will have a “premium holiday” where no medical insurance premium withholding will be made from their pay.
2. Effective January 1, 2020, Article 4, Section 10 shall be replaced with the following:

Section 10: Insurance Benefits

1. **School Employees Benefits Board (SEBB) Program**
 - a. The District shall pay the full portion of the employer contribution to the School Employees Benefit Board (SEBB) for insurance programs as adopted in the Statewide Collective Bargaining Agreement for all employees who meet the eligibility requirements outlined in this Section.
 - b. SEBB will implement the Statewide Collective Bargaining 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.
 - c. Benefits offered by the SEBB through the District will include but not be limited to:
 - Basic Life and Accidental Death and Dismemberment insurance (AD&D)
 - Basic Long-term Disability
 - Vision
 - Dental including orthodontia; and
 - Medical
 - d. Employees will have the option of participating in the following optional programs and plans as offered by SEBB:
 - Medical Flexible Spending Arrangement (FSA);
 - Dependent Care Assistance Program (DCAP);
 - Health Savings Account (HSA) when the employee selects a qualifying High Deductible Health Plan (HDHP) medical insurance plan; and/or
 - Supplemental Life, AD&D, Short-term disability, and/or Long-term disability insurance.

2. Eligibility

- a. All employees shall be eligible for insurance coverage under the SEBB program if they had worked at least 630 hours in each of the two (2) previous school years or if they work, or are anticipated to work, 630 hours or more in a school year that is defined as September 1 through August 31.
- b. All hours worked by an employee in his or her capacity as an employee of the Issaquah School District shall be included in the calculation of hours for determining eligibility. An employee of the Issaquah School District may establish eligibility by “stacking” of hours from multiple positions in the Issaquah School District. An employee may not establish eligibility by “stacking” hours from multiple school districts or other SEBB employer.
- c. All employees who worked at least 630 hours in the previous school year and continue to be employed in the same or similar position(s) at the same FTE or greater shall be anticipated to work 630 hours or more in a school year and shall be deemed eligible for benefit coverage under SEBB.
- d. Employees whose eligibility is presumed based on applicable SEBB rules and/or WAC provisions regarding hours worked in the two (2) school years immediately preceding presumed eligibility shall be offered benefits.
- e. Employees who are hired in a school year after September 1 but are anticipated to work 630 hours or more in the school year shall be offered benefits coverage consistent with SEBB rules and/or WAC provisions regarding “mid-year hires”.
- f. Subject to SEBB rules, compensated hours during the school year shall count for the purposes of determining eligibility.
- g. Eligibility of employees on unpaid leave status will be determined on a case-by-case basis until or unless SEBB issues rules pertaining to unpaid leaves.
- h. For the 2018-19 school year, an employee who has signed a contract for 0.45 FTE and is hired prior to August 27, 2019 is anticipated to work 567 hours from September 1, 2019 through the end of the school year as part of her/his base contract and will qualify for insurance if the employee agrees to work 63 additional hours beyond her or his contracted day, in some combination of the following options and subject to the conditions below:
 - i. The employee performs seven (7) hours of work, consistent with Article 4, Section 2, on the seven (7) non-student workdays for staff. On the 2019-20 negotiated calendar, those days are August 27, 28, 29, 30; September 3; October 14, 2019 and January 27, 2020; and
 - ii. The employee completes twenty-five (25) hours of work on their web presence in accordance with Article 4, Section 2.10; and
 - iii. The employee completes six (6) hours of ISD Technology Training in accordance with Article 4, Section 2.8 (a); or
 - iv. The employee communicates in writing to the Assistant Superintendent of Human Resources or designee how the employee plans to complete the hours and receives written authorization for the plan.
- i. For the 2018-19 school year, an employee who has signed a contract for 0.45 FTE and is hired after September 1, 2019, and is anticipated to work 567 hours from date of hire through the end of the school year as part of her/his base contract, five (5) of the seven (7) workdays outlined above have passed. As a result, the employee will qualify for insurance if the employee agrees to work 63 additional hours beyond her or his contracted day subject to the following conditions:
 - i. The employee performs seven (7) hours of work, consistent with Article 4, Section 2, on the two (2) non-student workdays for staff. On the 2019-20 negotiated calendar, those days are October 14, 2019, and January 27, 2020; and

- ii. The employee completes twenty-five (25) hours of work on their web presence in accordance with Article 4, Section 2.10; and
- iii. The employee completes six (6) hours of ISD Technology Training in accordance with Article 4, Section 2.8 (a).
- iv. In addition to the work outlined in sections (a) through (c) above, the employee adds twenty-two (22) in some combination of the following, to reach a total of 63 hours:
 - (1) Attending PD Wednesday meetings in excess of the employee's FTE requirement;
 - (2) Leading co-curricular activities (for example, Math Olympiad or Coding Club);
 - (3) Leading or implementing an evening event(s) in addition to curriculum night (such as a Reading Night or Math Adventures event); and/or
 - (4) Substituting for the District outside of the employee's regular FTE.
- v. The employee communicates in writing to the Assistant Superintendent of Human Resources or designee how the employee plans to complete the hours and receives written authorization for the plan.

3. Eligible Employees Benefit Enrollment/Start

In September of each school year, newly hired employees who are anticipated to work 630 hours during the school year and whose first day of work is September 1 or on or before the first day of school, are eligible for the SEBB Program and will start coverage on their first day of work. For school employees anticipated to work 630 hours during the school year and whose first day of work is at any other time during the school year, the effective date of coverage is the first day of the month following the day they begin work.

4. Dependent Coverage

Employees have the opportunity to have their dependents covered by the SEBB. Dependents are defined by the SEBB as: 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 of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical handicap who are not capable of self-support.

Upon moving to the new plan, should an employee have dependents who 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. Such payments will be made through payroll deduction by the district and paid to the HCA for this purpose.

5. Benefit Termination/End

Any contracted 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. With the exception of employees who are retiring, in cases where resignation occurs after or upon the completion of the last student day of the school year, benefit coverage will continue through August 31. Any exception to this shall be confirmed by the Association prior to implementation.

6. Legislative Changes

All provisions of this article shall be interpreted consistently with the rules and regulations of SEBB. If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits or makes changes to the insurance coverage provisions, either party can reopen this MOU for negotiation over the changes, to the extent allowed by law. Further, if the Legislature changes the eligibility requirements for qualification under SEBB, the parties will use the new eligibility requirements.

7. Declining Coverage

With proof of insurance, an employee may decline coverage through the SEBB and therefore not have any payments or premiums deducted from their pay for this purpose.

8. **Employee Assistance Program**

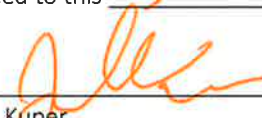
The District will offer an Employee Assistance program to all staff members.

3. **Collaborative Review Process**

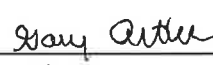
The Parties recognize that, while they have made a strong attempt to work through scenarios at the outset of the 2019-2020 school year, unanticipated situations may arise during the 2019-2020 school year that may impact an employee's ability to meet the minimum 630 hours to qualify. District and Association representatives shall review information related to such unanticipated situations and/or information related to any employee(s) whom the District deems ineligible for benefits, at LMT or other agreed on time. The District will make every reasonable effort to inform the Association and review the situation in advance of the District taking action not to offer benefits to the affected employee(s) and/or in advance the District taking any action to terminate any employee's benefits. If after such review the determination is changed, the employee(s) shall be offered benefits. However, if the determination is not changed, the District shall notify each employee in writing of the determination and the specific reasons why the employee is not anticipated to meet the 630 hour threshold in the current school year, and how to appeal the eligibility determination at the State level.

Because SEBB is new to the Parties, the Parties agree to review the initial year's implementation no later than August 31, 2020 and make necessary revisions or updates to this Memorandum of Understanding for the 2020-21 school year.

Agreed to this 5th day of February 2019.



Jake Kuper
Chief Financial Officer



Gary Arthur
IEA President