

Human Resources
Maurene Stanton
Executive Director of Human Resources

Date: January 7, 2020

To: Stanwood Camano School Board

From: Maurene Stanton

RE: Letter of Agreement with PSE

Attached you will find a Letter of Agreement effective January 1, 2020 through August 31, 2020. This agreement is in addition to contract language in the current Collective Bargaining Agreement between the Stanwood-Camano School District (the District) and the Public School Employees of Stanwood-Camano (PSE).

The Letter of Agreement is necessary due to the District's move to School Employees Benefits Board (SEBB).

If you have any questions regarding this letter of agreement, I will be happy to answer them for you.

I recommend your approval of this Letter of Agreement.

1 MEMORANDUM OF UNDERSTANDING

2
3 THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE
4 FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF STANWOOD-
5 CAMANO, AN AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU
6 LOCAL 1948, AND THE STANWOOD-CAMANO SCHOOL DISTRICT #401. THIS AGREEMENT
7 IS ENTERED INTO PURSUANT TO ARTICLE XVIII, SECTION 18.3 OF THE CURRENT
8 COLLECTIVE BARGAINING AGREEMENT.

9
10 Stanwood-Camano School District (“Employer”) has adopted the health reimbursement arrangement
11 (HRA) plans offered and administered by the Voluntary Employees’ Benefit Association Trust for
12 Public Employees in the State of Washington (“Plan”). The Plan is designed with a variety of coverage
13 options to allow for the maximum benefit permitted by applicable law. Employer agrees to contribute
14 to the Plan on behalf of all employees in the Public School Employees of Stanwood-Camano
15 (“Group”) defined as eligible to participate in the Plan, in accordance with Plan and regulatory
16 limitations. Eligible employees are defined as all employees except those who work 1.60 hours or less
17 per day or 8 hours or less per week. The Plan must receive an enrollment file for each eligible
18 employee to become a participant and become eligible for benefits under the Plan.

19
20 **Contributions on behalf of each eligible employee (or former employee) shall be based on the**
21 **following selected funding sources/formulas:**

22
23 **[X] Sick Leave Contributions – Retirement or Separation from Service¹** : Eligibility for
24 contributions at retirement or separation from service is limited to employees who retire or
25 separate from service with sick leave cash-out rights during the term of this Agreement.

26
27 **[X] Sick Leave Contributions – Annual:** Eligibility for contributions on an annual basis is
28 limited to employees who have accumulated 180 days (or more if eligible²), not including any
29 front-loaded days for the current contract year, of earned and unused sick leave. Contributions
30 are based upon the number of sick leave days earned during the previous calendar year, less
31 any days used during that calendar year.

32
33 **[X] Vacation Leave Contributions – Retirement or Separation from Service:** Eligibility
34 for contributions at retirement or separation from service is limited to employees who retire or
35 separate from service and become eligible to receive a leave cash-out³ during the term of this
36 Agreement. Employer contributions shall include the cash-out value³ of unused leave days
37 (vacation, personal, other, etc.) accrued and available for cash-out upon retirement or
38 separation from service per negotiated agreement or Employer policy.

39
40 **[X] Mandatory Employee Contributions** (no individual elections permitted): The Employer
41 and Group agree that the Group’s compensation package will be changed such that eligible
42 employees shall receive additional benefits in the form of VEBA Plan contributions equal to
43 2% of gross compensation, which shall be contributed on a monthly basis, and each eligible
44 employee’s salary shall be reduced by an equal amount. Such contributions shall be made on
45 behalf of all Group employees defined as eligible and shall be considered and referred to as
46 Employer contributions.



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The term of this Agreement shall be from January 1, 2020 to August 31, 2020⁴.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU Local 1948

STANWOOD-CAMANO CHAPTER #1125

STANWOOD-CAMANO
SCHOOL DISTRICT #401

BY: *Wendy Roope*
Wendy Roope, Chapter President

BY: _____
Maurene Stanton, Exec. Dir. of HR

DATE: 12-17-19

DATE: _____

¹ School districts may offer a sick leave cash out upon separation from service or retirement in accordance with RCW 28A.400.210. Educational Service Districts (ESDs) may only offer sick leave cash outs upon retirement in accordance with RCW 28A.310.490 and Employer policy or procedure.

² Employees whose employment contract exceeds 180 days may accrue sick leave up to their annual contract amount. Such employee groups may consider a higher eligibility threshold for annual sick leave contributions to the VEBA Plan.

³ Pursuant to applicable written agreement, Employer policy, or procedure, so long as the cash-out value is not subject to individual choice.

⁴ The language in this model Agreement assumes the term shall coincide with the employee group's contract year (e.g., September 1 to August 31).

