

**SEBB Transition MOU**

**Between the Conway School District  
and  
Conway 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 CEA Collective Bargaining Agreement which the parties now wish to modify. To that end, the parties herein agree that beginning January 1, 2020, the language in Article V, Section 5.2 shall expire and be replaced by the following provisions.

**Article V, Section 5.2 Insurance Benefits**

**A. Intent**

1. The terms set forth in B-F of this Section are not intended to provide benefits in excess of the minimum required by SEBB as set forth in the controlling WACs.

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

2. Effective January 1, 2020, the District will implement the State's mandatory insurance program administered by the Washington Health Care Authority through the School Employees Benefits Board (SEBB). 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. Payroll deductions for eligible employee premiums shall be made in the month in which the benefit is received.
3. For purposes of benefits provided under the SEBB, school year shall mean September through August, which shall be the eligibility year.
4. The District will provide employees with such benefits as are required through SEBB, currently including:
  - 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 may enroll in a Health Savings Account (HSA) when they select a qualifying High Deductible Health Plan (HDHP) for their medical insurance provided they are not covered by another eligible plan (for example, through spouse).
7. Employees may utilize payroll deduction for any supplemental insurance approved by SEBB for payroll deduction.

C. Eligibility

1. The District and CEA agree to the following provisions currently set forth in WAC 182-31-030:
  - a. Upon employment inform employees in writing whether they are or are not eligible for SEBB benefits and how employees may appeal eligibility and enrollment decisions.
  - b. Routinely monitor all employees' work hours to establish and maintain eligibility. Inform employees in writing of changes to the employee's eligibility status and how employees may appeal the District's eligibility and enrollment decisions.
2. Inform the Association in writing when employees become eligible (added), are deemed ineligible (removed), or when an employee's status otherwise changes based on the employee's work patterns.
3. The District and CEA agree to the following provisions currently set forth in WAC 182-31-040:
  - a. All employees, including substitutes, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work the required number of hours to meet the SEBB eligibility criteria in WAC 182-31-040, so long as they maintain an employment relationship.
  - b. Employees who have satisfied the school employee eligibility criteria in each of the previous two school years and return to the same type of position or combination of positions are presumed eligible for benefits.
  - c. Should an employee who previously was not expected to be eligible for benefits under SEBB become eligible, benefits will begin the following month.
  - d. Employees hired too late in the year to reach the required number of eligibility hours will be provided benefits coverage if they are: a) anticipated to work enough hours to meet eligibility in the next school year, and b) anticipated to be compensated for at least seventeen and one-half hours a week in six of the last eight weeks counting backwards from the week that contains the last day of school.
4. Once eligibility is established, it shall be maintained for the remainder of the eligibility year in accordance with WAC 182-31-050.
5. The District will not sever the employment relationship with substitute employees to avoid initial or ongoing benefit eligibility. The District and Association agree this provision is not intended to provide additional due process rights to substitutes.
6. All hours worked in District positions shall count for purposes of establishing eligibility in accordance with WAC 182-31-040. This includes but is not limited to additional days, hours, extended, supplemental, and extracurricular contracts reported to the Department of Retirement Services on an hour worked basis.

D. Benefit Enrollment and Continuity of Coverage

1. 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.

2. 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. Provided, the District will not incur additional cost in the event that the new employee allowed coverage to lapse prior to being hired.

E. 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 employee/employer relationship will remain eligible for benefits as defined in WAC 182.
2. An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave Act (PFMLA) will continue to receive the employer contribution for insurance coverage in accordance with the federal FMLA or Title 50A RCW Family and Medical Leave.

F. Benefit Termination

1. An employee eligible for benefits who terminates the employment relationship shall continue to receive benefits through their final month of employment per WAC 182-31-050.
2. In cases where separation occurs after completion of the student year, benefit coverage will continue through August 31. Exceptions may occur depending on effective date of resignation.
3. Self-Pay Continuation Coverage Options: The District will communicate the options available to employees under the SEBB Continuation Coverage Policies (2018-57, 2018-58, 2019-06, 2019-07).

G. Additional Benefits

1. The District and Association agree to participate on a year to year basis in a VEBA program for employees:
  - a. Separating from employment and who are eligible for sick leave cash-out under WAC 392-136-020 and WAC 392-136-025
  - b. Who have accumulated 180 or more days of sick leave and who are eligible for sick leave cash-out under WAC 391-136-015.
2. The District and the Association shall meet to:
  - a. Consider supplemental insurance programs as allowed by SEBB
  - b. Review options for Employee Assistance Programs
  - c. Determine how SEBB insurance premiums will be paid if the state changes when they are collected. Currently collected the month after coverage.

H. Additional Modifications

1. Neither employees nor the employer will make a December 2019 health insurance premium payment.
2. Effective January 2020, the \$10,000 in negotiated funds provided in Article V, Section 2 (additional employer contributions to the insurance pool) of the CEA Collective Bargaining Agreement will be replaced with:
  - a. The District has adopted the health reimbursement arrangement (HRA) plans offered and administered by the Voluntary Employee's Benefit Association (VEBA) Trust for Public employees in the State of Washington.
  - b. Using the current \$10,000 the District Agrees to:
    - 1) Pay premiums for PFML from February 2020 through August 2020.
    - 2) Divide left over funds (\$10,000 – PFML premiums) evenly among certificated staff. Making a one-time deposit into each the employee's VEBA account in August of 2020.
    - 3) The total amount for VEBA and PFML will not exceed \$10,000.
  - c. Starting in September of 2020 The District agrees to:
    - 1) Provide a direct employer contribution to each certificated staff member's VEBA account in the amount of \$14.00 per month.
    - 2) Pay the employee portion of PFML premiums for all certificated salaries.

**Tentative Agreement**

  
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**John Townsend, CEA Co-President**

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**Date**

1/27/2020

  
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**Jeff Cray, Superintendent**

\_\_\_\_\_  
**Date**

1/27/2020