

Letter of Understanding  
Lake Washington School District and Lake Washington Education Association

1. Effective Dec 11, 2019, the District shall follow the provisions of Section 22 – Insurance, of the current collective bargaining agreement with the following exceptions:
2. Effective January 1, 2020, Section 22 shall be replaced with the following:

**Program Outline**

Eligibility criteria definition: currently means 630 hours worked by a district employed person, per year from September 1-August 31 and is the current state standard. If the state changes the eligibility criteria, the district will follow the state criteria.

**School Employees Benefits Board (SEBB) Program**

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 below. The employee shall pay their portion of their contribution as adopted by SEBB.

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.

Benefits presently offered by the District through the SEBB include but are not limited to:

- Basic Life and Accidental Death and Dismemberment insurance (AD&D)
- Basic Long-term Disability
- Vision
- Dental including orthodontia; and
- Medical

Employees are eligible to participate in the SEBB-offered optional Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP). Employees will also 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. When available through SEBB, employees will be able to utilize employee payroll deduction for any supplemental insurance in which they choose to enroll through SEBB (e.g. increased Life, AD&D, Long-term disability, etc.).

**Dependent Coverage**

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 are dependents covered within the SEBB programs.

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 by the employee after signing up for COBRA coverage with SEBB.

#### **Eligibility – Employee or Teacher/Educator**

All eligible employees under the law, shall be eligible for full insurance coverage under the SEBB program in accordance with SEBB rules and requirements.

Eligibility will be in accordance with SEBB rules and requirements as well as Article 3 conformity to law. Teachers/educators that receive a contract will automatically be assumed to work the contracted hours, and if those hours meet the eligibility criteria, will start receiving benefits on September 1.

Employees who are hired after September 1 and are contracted for a position that meet the eligibility criteria shall be offered benefits coverage based on SEBB Resolution 2018-32 regarding "mid-year hires."

#### **Eligibility – Substitute Teacher**

In order to determine eligibility for substitute employees, school districts must answer the following questions:

1. Did the employee meet the eligibility criteria hours in each of the previous two school year and is returning to the same type of position or combination of positions with the district "the two-year look-back test"?
  - a. If Yes, then the substitute is eligible for SEBB benefits
  - b. If No, the substitute is not eligible for SEBB benefits
2. If 1.a applies, then districts either
  - a. anticipate that the substitute will work in their prior pattern, or
  - b. If something has changed where a district no longer anticipates they will work in their prior pattern, this will be sent to the collaborative review committee for consideration and final determination.

#### **Substitutes who are eligible due to 2-year lookback:**

- In August, District will review 2-year lookback hours for all active substitute employees
- If meet the 2-year look back test, substitute will be eligible for benefits in September of each year if employer anticipates they will continue to work in their prior pattern.
- In order to maintain eligibility during the year, the substitute must work enough hours each month, for the district to continue anticipating they will meet the eligibility criteria hours during the school year.
- The district will review hours in:
  - November (for open enrollment) - if pattern of hours worked will cause the employee not to meet the eligibility criteria hours for the year, substitute will lose eligibility at end of November.

- January – if pattern of hours worked will cause the substitute not meet eligibility criteria hours for the year, substitute will lose eligibility at end of January
- June – if pattern of hours worked will cause the substitute not meet eligibility criteria hours for the year, substitute will lose eligibility at end of June

**Substitutes who are not eligible at beginning of school year:**

- Any substitute that is new to the district or does not meet the 2-year look back rule, may be eligible for benefits the month after they reach the eligibility criteria in the school year.
  - e.g. a substitute reaches eligibility criteria on February 10, they will be eligible for benefits in March. Benefits continue through August.

Collaborative Review Committee will review data for substitute where the 2-year lookback does not apply.

For the Summer of 2020- substitutes that are eligible for benefits during the summer months of July and August, will have a double deduction taken from their May and June paycheck to cover the employee premium for July and August. If their May/June paycheck isn't sufficient, then employee must remit payment by the end of June. Failure to provide this payment will result in termination of benefits the next month. The LWSD/LWEA collaborative review committee will review the double deduction policy and the two year look back policy in Spring of 2021, and any other provisions impacting substitute members, to review the impact to substitutes and bring forward recommendations to the bargaining team.

**Termination**

The substitute list will be reviewed by Human Resources each year. A substitute that is no longer subbing for the district will be removed from the district sub list, which terminates employment.

**Benefit Enrollment/Start**

Benefit coverage for new employees will begin the first day of the month following the first day of work when it is anticipated that the employee will meet eligibility criteria as defined above, except during the month of September when the employee's benefit coverage will begin in September, if the employee meets the eligibility criteria.

**Continuity of Coverage**

When a new employee was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if the employee meets eligibility criteria. If an employee does not meet eligibility criteria, the employee shall be offered benefits coverage beginning in the month following this establishment of eligibility.

**Benefit Termination/End**

Any employee eligible for benefits who terminates the employee/employer relationship shall continue to receive benefits through the last day of the month in which the resignation or unpaid leave is effective. In cases where separation occurs after completion of the student year,

benefit coverage will continue through August 31. Any exception shall be requested by the employee and confirmed by the district. Employees who retire in the month of June and have a termination date end of June will have their benefits terminate at end of June.

The district will provide the association each month with a list of employees who due to unpaid leave will lose eligibility for benefits. If needed, questions will be brought to the collaborative review committee.

#### **Collaborative Review Process**

The parties therefore agree to the following:

- Meet on a regular basis to assess the impact of the transition on staff;
- Problem solve around barriers or challenges to the transition;
- Reach mutual agreement on resolution to identified challenges or impacts.
- Review benefits eligibility/termination issues.

#### **Additional Issues**

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

All of the provisions of the relevant insurance provisions shall be interpreted consistent with the rules and regulations of the SEBB.

#### **Keep from CBA**

##### **403(b) Plans**

The District shall offer 403(b) plans in accordance with applicable law.

##### **Liability Coverage**

The District will provide liability coverage for employees against claims for damages caused by that employee while performing his or her duties as an employee of the District.

##### **Personal Property**

The District or its insurer(s) will reimburse the employee for loss or damage exceeding twenty-five dollars (\$25.00) but not more than one thousand dollars (\$1,000.00) to personal property caused while such employees are engaged in the maintenance of order and discipline, or the protection of school personnel, school property or students.

To the extent the District's insurance policy provides coverage and subject to the policy exclusions and limitations, the District agrees to pay loss incurred by an employee who sustains unforeseen, unexpected, or unintended damage to the employee's personal property (excluding automobile) while the property is on District premises, and is being used for the purposes usual, customary and incidental to the employee's job duties.

Items of value over two hundred dollars (\$200.00) shall be registered at the office if the item is to remain in the building overnight.

If property damage occurs in situations of authorized use of District equipment off school premises where reasonable care has been taken to protect such property, the District will be responsible for any uninsured expenses, including the insurance deductible and the replacement of the equipment at its discretion.

Section 22.6.1 Such insurance will not apply to the extent that any valid and collectible insurance, whether on a primary, contingent or excess basis, is available to any employee under any other policy of insurance.

**Workers Compensation**

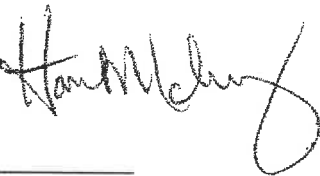
Whenever an employee is absent from employment as a result of personal injury sustained in the normal course of employment and in the performance of his/her duties, the employee will be paid the difference between the employee's total compensation and state industrial insurance compensation for a period of such absence up to eighteen (18) months, or thirty-six (36) months if the injury is the result of a physical assault, from the date of injury. No part of such absence will be charged to annual or accumulated sick leave. The District reserves the right to require an examination of such employee by a physician designated by the District at District expense.

**Malpractice**

The District will provide malpractice coverage for psychologists, occupational therapists and physical therapists, speech pathologists, and counselors. Coverage shall be a minimum of five-hundred-thousand dollars (\$500,000).

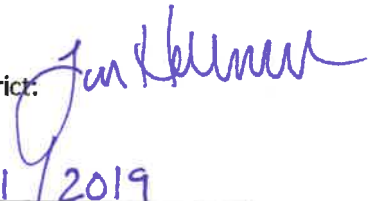
**AGREED:**

For the Association:



12/10/19  
Date

For the District:



12/11/2019  
Date