

MBEA 2020  
Bargaining Proposal  
April 20, 2020

# Contractual Agreement Between

the Mount Baker Education Association

&

the Mount Baker School District

~~2018~~<sup>8</sup> ~~2020~~ 2020-2021 School Years

For the Mount Baker Education Association

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Signature

Date

For the Mount Baker School District

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Signature

Date

## PREAMBLE

This ~~agreement~~ Agreement is entered into ~~this, 31<sup>st</sup> day of August 2018,~~ by and between the Board of Directors of Mount Baker School District #507, Whatcom County, Washington, hereinafter referred to as the "District" and the Mount Baker Education Association, hereinafter referred to as the "Association."

## SECTION 6 - DURATION

This Agreement shall be effective from September 1, ~~2020~~ 2018 through August 31, ~~2021~~ 2020, unless otherwise stated. Negotiations for a successor agreement shall begin ~~by not no~~ no later than May 1 of the final year of this Agreement. If a successor Agreement is not ratified prior to the expiration date stated herein, then the parties by mutual consent may extend the Agreement's terms for one or more specifically stated time periods.

## ARTICLE II - ASSOCIATION BUSINESS

### SECTION 2 - SUBSTITUTE TEACHERS

- (B) The District shall retain the right to establish substitutes' daily pay provided that the daily rate shall be ~~not less than two-thirds (.667) of the salary schedule base salary per diem for the 2018-19 school year and shall be (.552 .55) of the salary schedule base per diem for the 2019-20 school year.~~ (.552 .55) of the salary schedule base per diem for the 2020-2021 2019-20 school year.
- (C) For the ~~2020-2021 2018-19~~ 2020-2021 2018-19 school year pay for substitutes employed in the same position for more than twenty (20) consecutive school days or who are employed in any certificated position for more than thirty (30) days in any school year, shall be paid at the rate of (.827-.85) of the base salary per diem rate for each additional consecutive day employed in the same position beyond twenty consecutive days and for each total day beyond thirty (30) FTE days in a school year. ~~For the 2019-20 school year this compensation shall be paid at the rate of (.827) of the base salary per diem rate.~~

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## ARTICLE IV - TEACHER PREP TIME, WORK SCHEDULE, AND CALENDAR

### SECTION 1 - NON-STUDENT TEACHER WORK TIME (APPENDIX H)

- (C) Time, Responsibility and Incentive Pay / Enrichment

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3. Professional Responsibility

- a. ~~For the 2018-19 school year the PRS will compensate employees for the fulfillment of responsibilities related to the District's program of professional learning under RCW 28A.415.430.~~
- b. For the ~~2019-20 school year, the~~ The PRS will be compensate employees for the fulfillment of responsibilities that must occur outside of the contract day, including but not limited to, the District's strategic plan, parent contact, student assessment and instruction, teacher evaluation, and new learning standards. These professional responsibilities will be deemed done between August 15<sup>th</sup> and August 14<sup>th</sup>.

4. Financial Arrangements

- a. For the 2020-2021 ~~2018-19 and 2019-20~~ school years, compensation for additional time and responsibility ~~responsibilities~~ shall be paid via a supplemental contract calculated as 3.5% of the employee's base salary for the respective school year. The PRS is identified on a single schedule in Appendix I. Payment for the additional time and responsibility ~~responsibilities~~ shall be prorated over the 12-month length of the contract. For the professional responsibilities portion of this supplemental contract, compensation for part time employees shall be prorated equivalent to the employee's FTE.
- b. For the one (1) conference day, ~~the and two (2)~~ professional development days included in the PRS, the two (2) professional development days included in the 182 day base contract, and any other scheduled professional development activities that are placed on a school's professional development calendar (see subsection (D) 3 c), part time employees are required to attend and shall be paid at per diem.

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(E) Employee Professional Development Fund

- 1. At the beginning of each school year \$250.00 will be made available to each employee (regardless of FTE) for the purpose of continued personal professional development. Provided, for the 2020-2021 year this subsection, (E), 1., is suspended. The \$250.00 professional development allocation will not be available to employees or subsequently accrue to employee accounts. The remainder of the provisions in this section, E., remain in full effect.

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## ARTICLE V - SALARY SCHEDULE AND BENEFITS

### SECTION 1- SALARY

- (A) All certificated staff covered by this Agreement, regardless of assigned position or grade level fields or levels taught, will be placed on the salary schedules set forth in (Appendix I). These salary schedules will establish MBEA bargaining unit base and Professional Responsibility Stipend (PRS) (TRI) compensation.

Effective September 1, 2020 the 2020-2021 base salary schedule contained in Appendix I will be increased by:

1. 1.6% of 2019-2020 total compensation (base plus PRS) to incorporate the legislatively allocated annual inflationary adjustment based on the Implicit Price Deflator (IPD), and;
2. 1.7% of 2019-2020 total compensation (base plus PRS) to incorporate the reallocation of previously negotiated health insurance contributions into salary.

These adjustments will be applied as equal percentage salary increases to all cells of the base salary schedule.

(B) Employees with ESA certification with prior related non-school experience that qualified for salary schedule placement under Chapter 392-121 WAC, shall be credited year-for-year for all such experience.

(C) All degrees, credits and years of experience accepted by the District for salary schedule placement prior of the 2018-19 school year shall continue to be recognized for salary schedule placement. All clock hour credits and in-service credits earned in accordance with OSPI regulations and interpretations of Chapter 392-121 WAC shall be applied to salary schedule placement. For the purpose of placement on the salary schedule, ten (10) clock hours of in-service shall equal one (1) quarter hour of college credit. All credit and clock hour documentation must be received by the District by October 31<sup>st</sup>.

(D) Each individual employee's specific ~~Specific~~ annual salary and other terms of employment will be ~~stated~~ set forth in the Individual Employment Contract offered to each employee as previously stated in this Agreement.

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(H) Per diem pay will be compensated at the rates set ~~out~~ forth in Appendix I.

(I) In the event the Legislature increases or decreases District revenue formulas (including, but not limited to, levy capacity, levy equalization, the inflationary index, e.g., using CPI instead of IPD, professional learning day funding, and regionalization or salary compliance), ~~and/or in the event that IPD is greater than 2% in 2019-20~~, the parties agree to reopen this agreement at the written request of the District or Association to negotiate the impact of such legislative actions.

## **SECTION 2 - INSURANCE, POOLING, AND OTHER BENEFITS**

Delete all Section 2 language in the 2018-2020 Agreement and replace with the provisions from the 2019 MOU between the parties concerning SEBB.

### Part I

~~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 existing MBEA 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 2 shall expire and be replaced by the following provisions.~~

~~Article V, Section 2 Insurance Benefits~~

A. Application and Intent

1. The provisions of Article V, Section 2 shall be interpreted consistent with the rules and regulations of SEBB.
- ~~2. An employee who wishes to appeal the District's decision(s) regarding SEBB eligibility, enrollment, or premium surcharges, shall use the appeal process described in WAC 182-32-2020.~~

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

1. Effective January 1, 2020, the District implemented 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.
2. For purposes of benefits coverage provided under the SEBB:
  - a. School year shall mean September through August, which shall be the eligibility year.
  - b. The insurance plan year is January 1 through December 31.
3. Payroll deductions for eligible employee premiums to be paid to the Health Care Authority (HCA) shall be made in the month in which the benefit is received.
4. The District will provide employees with those benefits offered through SEBB, which currently include:
  - 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.
7. Employees may utilize payroll deduction for any supplemental insurance approved by SEBB for payroll deduction.

### C. Eligibility

1. In accordance with WAC 182-31-030, the District will:
  - 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.
  - c. 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. An employee who wishes to appeal the District's decision(s) regarding SEBB eligibility, enrollment, or premium surcharges, shall use the appeal process described in WAC 182-32-2020.
3. The District will inform the Association in writing when the eligibility status of an employee changes.
4. In accordance with 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, 630 hours or more in an eligibility year, so long as they maintain an employment relationship.
  - b. Employees who have worked at least 630 hours 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 work 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours.
  - d. An employee who is not anticipated to work 630 hours within the school year because of the time of year they are hired, but is anticipated to work at least 630 hours the next school year will be eligible for benefits as of their first working day if they are anticipated to be compensated for at least seventeen and one-half hours a week in six of the last eight weeks from the week that contains the last day of school.
5. Once eligibility is established, it shall be maintained for the remainder of the eligibility year in accordance with WAC 182-31-050.
6. It is not the intent of the District to sever the employment relationship with substitute employees in order to avoid initial or ongoing benefit eligibility.
7. 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, if the employee's first day of work is on or after September 1 but not later than the first day of school, benefit coverage for an eligible employee begins on that first day of work. 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.

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 employment relationship will remain eligible for benefits. If SEBB issues rules clarifying coverage for employees on unpaid leaves, the parties will modify this provision as necessary.
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 be entitled to continue to receive the District insurance contribution for the remainder of the calendar month in which the school employee's resignation is effective 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 will occur depending on effective date of resignation or termination.

G. Additional Benefits

1. The District shall make available to employees an Employee Assistance Program through a provider mutually acceptable to the District and the MBEA.
2. For the duration of the Agreement, the District and Association agree to participate in a VEBA program for employees to make monthly contributions via payroll deduction, currently equaling \$100 per month, per employee. Additionally, VEBA will be available for employees:
  - a. Separating from employment and who are eligible for sick leave cash-out under Article VI, Section 1.

- b. Who have accumulated 180 or more days of sick leave and who are eligible for sick leave cash-out under Article VI, Section 1.
3. The District and the Association shall meet to consider supplemental insurance programs as needed.

#### H. Additional Modifications

- ~~1. Neither employees nor the employer will make a December 2019 health insurance premium payment.~~
2. In the event there are funds remaining in the District's insurance pool, or as a result of the dissolution of the Whatcom Educational Insurance Consortium, after distributions related to outgoing plans, the District and the Association will meet to discuss how to distribute such funds.
3. Self-Pay Continuation Coverage Options: The District will implement the SEBB Continuation Coverage Policies (2018-57, 2018-58, 2019-06, 2019-07) and communicate self-pay options, commonly known as "COBRA," to employees.

#### Part II

As a result of the transition to SEBB, including the impact on the funds referenced in Article V, Section 2, the parties agree to the following settlement:

- ~~1. An amount equaling \$1,300 plus the cost of mandatory benefits, pro-rated by each employee's FTE, will be applied to each 2019-20 continuing contract or full-year leave replacement employee's December 2019 pay warrant.~~
- ~~2. The subsequent application of the funds provided by Article V, Section 2 shall be determined as part of negotiations for a successor agreement.~~

## ARTICLE VII- INSTRUCTIONAL ISSUES

### SECTION 3 - CLASS LOAD:

#### (B) Allocation of resources:

1. School level problem solving: The first step of any class load concern is to look at the use of resources available at the school level and look for ways to resolve the issue.
2. District level problem solving: The Class Load Relief Fund shall consist of an amount of one hundred thousand dollars (\$100,000.00). Any portion of the allotted amount not spent in a given school year will carry over in the fund to the next school year. The Class Load Relief Fund is not intended to supplant resources the district would otherwise apply to addressing class load issues. However, any resources the district chooses to apply are not subject to the agreements set forth in this section of the contract.

Provided, for the 2020-2021 year this subsection, 3., (B), 2., is modified as follows:

- i. 2019-2020 residual class load funds will not accrue to the 2020-2021, or subsequent years', Class Load Relief Fund balance.
- ii. The annual \$100,000 allocation is reduced to \$50,000.

The remainder of the provisions in this Section 3, Class Load, remain in full effect.

**Additional Agreements**

- 1. Update salary schedule appendices to reflect 2020-2021 increases.
- 2. The parties agree to negotiate Washington's Paid Family and Medical Leave insurance program after the ratification of the 2020-2021 Collective Bargaining Agreement.

**Tentative Agreement**

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Kristie Lindsay, MBEA Co-President

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Date

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Mary Sewright, MBSD Superintendent

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Date