



## MEMORANDUM OF UNDERSTANDING

*By and Between*

**SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION  
and  
SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS**

This Memorandum of Understanding is made and entered into this 7<sup>th</sup> day of May 2014, between the San Bernardino Public Employees Association (hereinafter referred to as the "Association") and San Bernardino County Superintendent of Schools (hereinafter referred to as the "Superintendent").

### **I. Compensation and Benefits**

- a. Unit Members within the Association will have the five (5) furlough days reinstated on their calendar starting on July 1, 2014.
- b. A COLA will be applied for the 2013-14 year at 2.19%, which will be retroactive from July 1, 2013 – June 30, 2014.
- c. A 2% COLA will be included on the salary schedule beginning July 1, 2014 to address a partial adjustment to a prospective COLA. This amount shall be included with the total COLA provided during the 2014-15 year. Any additional amount(s) applied toward the total percent for the COLA during the 2014-2015 will be provided retroactive to July 1, 2014.
- d. An off salary schedule stipend will be provided to Unit Members in the amount of \$800 during the 2014-15 year.

### **II. HEALTH AND WELFARE BENEFITS**

1. During the open enrollment period for the 2014-15 fiscal year; during a qualifying event during the same fiscal year, or; at the time of hire, the Superintendent will offer unit members represented by the Association, a choice of the following

group medical plans offered through California Schools Employee Benefits Association (CSEBA):

- Kaiser Option 8
  - Kaiser Option 12
  - Kaiser Option 1 (High Deductible Health Plan (HDHP), Health Savings Account [HSA])
  - Anthem Blue Cross HMO Plan D
  - Anthem Blue Cross HMO Plan B
  - Anthem Blue Cross Classic (new) HMO
  - Anthem Blue Cross PPO Plan V
  - Anthem Blue Cross PPO Plan B (Needles & Trona only)
  - Anthem Blue Cross PPO Lumenos Plan (HDHP, HSA)
2. Under Kaiser Plan 8 the total premium cost for 2014-15 is \$13,631. The Superintendent will contribute \$13,473 and the Unit Member will contribute \$158.16 of the premium for the year. This shared cost model is based on a 90/10 split of the maximum employee contribution threshold allowed under the Affordable Care Act. The additional medical plans and respective costs shall be reflected under the Health Insurance Employee Cost Sheet.
  3. Unit members shall pay the increase of all insurance premiums, other than Kaiser Plan 8, as based on the base rate from the current year and the increase for the 2014-15 year based on a 9.7% increase to the Anthem Plans and 5.36% to the Kaiser Plans.
  4. During the 2014-15 school year, unit members who are enrolled in the Kaiser Permanente HDHP/HSA Plan 1 option, shall receive a cash incentive up to the deductible amount based on the single or family plan option(s) (i.e. \$1,250/\$2,500).
  5. During the 2014-15 school year, unit members who are enrolled in the Anthem Blue Cross Lumenos Plan option shall receive a cash incentive up to the deductible amount based on the single or family plan(s) (i.e. \$1,500/\$3,000).
  6. During the 2014-15 school year, the cost of dental plan #1 and #2, vision plan #1, and life insurance premiums for eligible unit members' shall be paid in full by the Superintendent. Unit members entitled to a pro-rated share paid by the Superintendent per the bargaining unit agreement and/or memorandum of understanding shall continue to be responsible to pay the difference between the pro-rated share and the premium.

7. During the 2014-15 year, Unit Members who choose vision plan #2 will pay the difference in cost between plan #1 and #2, which consists of a monthly contribution of \$4.29.

### **III. OPT-OUT INCENTIVE PLAN**

1. During the open enrollment period for the 2014-15 fiscal year, or at the time of hire during the 2014-15 fiscal year, the Superintendent will offer unit members represented by the Association the opportunity to either enroll in group medical benefits or participate in the opt-out incentive plan.
2. Unit members electing to participate in the opt-out incentive plan will not have medical insurance plan premiums provided by the Superintendent for the period of time they are participants in the opt-out program.
3. Unit members electing to participate in the opt-out incentive plan shall provide proof of medical insurance coverage, such as the health plan of a spouse, before being approved to participate in the opt-out program. Documents accepted as proof of coverage is at the discretion of the Superintendent, but may include a letter verifying medical insurance coverage from the employer providing the insurance premiums.
4. During the 2014-15 year, the Superintendent agrees to pay an incentive payment of \$275 per month (\$3,300 annually) for all unit members who are approved to participate in the opt out program.
5. The decision to participate in the opt-out incentive program is a voluntary decision to be made annually during open enrollment or at the time of hire for eligible unit members. No unit member is mandated to participate.
6. Unit members who request to enroll in the medical opt-out incentive program after the open enrollment period ends must submit their application along with appropriate documentation prior to the last working day of each month to be eligible to receive their first incentive on the following month's payroll. Monthly incentive payments of \$275 will begin on the appropriate normal payroll cycle following the month in which a completed application was received and continue each month until June 30, 2015.
7. Up to 19.99% of Superintendent's staff may participate in the opt-out program during the 2014-15 year. Should more than this percentage of staff request to participate, the first come, first served rule shall apply.

8. If a unit member who has elected not to have coverage of medical benefits paid by the Superintendent and has a life event resulting in loss of insurance coverage (such as divorce or loss of spouse's insurance coverage) outside of the timelines of the enrollment period, the unit member shall notify the Human Resources in writing and enroll for eligible medical coverage outside of the open enrollment period.
9. Any future changes to medical, dental, vision, and life insurance will be collaboratively discussed and mutually agreed upon.
10. The Association reserves the right to reopen negotiations in the event other SBCSS bargaining units receive additional medical plan options during the time period covered by this memorandum.

This tentative agreement is subject to ratification by SBPEA membership, requirements and approval by the County Superintendent. Upon approval by both parties, it shall be effective for the 2014-15 year.

**FOR THE ASSOCIATION**



**Bonnie Escobar-Clarke**  
**SBPEA Labor Representative**

5-7-14  
**Date**

**FOR THE SUPERINTENDENT**



**Lisa Norman, Ed.D**  
**Assistant Superintendent, Human Resources**

5/7/14  
**Date**