

VEHI FAQ

Grandfathered Status under the ACA, VEHI Health Plans & the Vermont Insurance Exchange

January, 2013

Introduction

This FAQ was first released in February, 2012. This revised version contains new information that came to us via federal regulatory guidance and in discussions with Vermont officials charged with regulating the new health insurance Exchange, which becomes operational on January 1, 2014. It is a continuation of VEHI's efforts to educate school districts, local union leaders and school employees about the impact of the *Affordable Care Act (ACA)* on VEHI health plans that are currently “grandfathered” and “non-grandfathered” under federal law.

VEHI's knowledge of the ACA and state Exchange statutes is certainly more advanced today than it was on March 23, 2010, when the ACA was signed by President Barack Obama, or even when the first version of this document was released last February. **Just the same, this FAQ is not legal advice and should not be construed as such; it is written as a thorough and evolving guide to our changing insurance market.** We will update and revise it as we learn more.

Material in this FAQ that is new or has been revised significantly is noted by the bracketed words **[NEW]** or **[REVISED]**. The questions at issue are numbers 6, 7, 9-11, 16, 18-20, 23 and 24.

Important: if you are contemplating changes in employer/employee premium cost sharing for **ANY** school employees, **unionized or non-unionized**, and you are not certain of the impact on the grandfathered status of your insurance plans, we recommend you contact VEHI prior to implementation for a formal assessment. A final decision on such matters, of course, is yours alone, but be certain of its implications and consequences for future membership in VEHI.

If you have questions that are not addressed below or need greater clarity on the contents or implications of this document, please contact Joe Zimmerman or Laura Soares at VSBIT (802.223.5040) or Mark Hage at Vermont-NEA (802.223.6375).

WARNING

If maintaining ACA “grandfathered” status for your VEHI health insurance plans is a priority, at least for the near future, the best general advice VEHI can give is this: Avoid bold or big changes to your health benefit plans and cost-sharing arrangements. Caution is the order of the day.

If you are thinking of doing something very different with health benefits in the near future—what you offer, to whom, and for how much—we strongly advise that you contact VEHI to see if what you are planning will affect grandfathered status and your district’s standing in VEHI.

Finally, in relation to the Exchange, bear in mind that “grandfathering” status accords you time to assess this new insurance market, which is still evolving and for which critical pieces are still in development.

Question 1: What is a “grandfathered” health insurance plan under the Affordable Care Act (ACA)?

A grandfathered plan is one that existed on March 23, 2010, the day the ACA was signed by President Obama, and it is exempt from certain ACA requirements—for example, the new rule that eliminates cost sharing for federally recommended preventive services (right now, in most VEHI plans, preventive services carry a modest co-payment or are subject to a deductible or co-insurance).

Basically, grandfathered plans offered to employees can keep functioning pretty much as they did up to March 23, 2010; however, like all non-grandfathered plans, they must provide certain benefits to their subscribers for plan years starting on or after September 23, 2010, including:

- No lifetime limits on coverage for all plans;
- No rescissions of coverage when people get sick and have previously made an unintentional mistake on their application;
- Extension of parents’ coverage to young adults under 26 years old;
- No coverage exclusions for children with pre-existing conditions; and
- No “restricted” annual limits (e.g., annual dollar-amount limits on coverage below standards to be set in future regulations).

Question 2: Can “grandfathered status” be lost, and, if so, how?

Grandfathered status can, indeed, be lost or relinquished. There are six conditions placed on grandfathered plans by the ACA. If any one of them is violated, an employer’s plan loses grandfathered status. They are listed below, *verbatim*, from a federal government factsheet (<http://www.healthcare.gov/news/factsheets/2010/06/keeping-the-health-plan-you-have-grandfathered.html>). The first five VEHI controls.

Grandfathered plans...

- i. **Cannot Significantly Cut or Reduce Benefits.** For example, if a plan decides to no longer cover care for people with diabetes, cystic fibrosis or HIV/AIDS.

- ii. **Cannot Raise Co-Insurance Charges.** Typically, co-insurance requires a patient to pay a fixed percentage of a charge (for example, 20% of a hospital bill). Grandfathered plans cannot increase this percentage.
- iii. **Cannot Significantly Raise Co-Payment Charges.** Frequently, plans require patients to pay a fixed-dollar amount for doctor's office visits and other services. Compared with the copayments in effect on March 23, 2010, grandfathered plans will be able to increase those co-pays by no more than the greater of \$5 (adjusted annually for medical inflation) or a percentage equal to medical inflation plus 15 percentage points. For example, if a plan raises its copayment from \$30 to \$50 over the next 2 years, it will lose its grandfathered status.
- iv. **Cannot Significantly Raise Deductibles.** Many plans require patients to pay the first bills they receive each year (for example, the first \$500, \$1,000, or \$1,500 a year). Compared with the deductible required as of March 23, 2010, grandfathered plans can only increase these deductibles by a percentage equal to medical inflation plus 15 percentage points. In recent years, medical costs have risen an average of 4-to-5% so this formula would allow deductibles to go up, for example, by 19-20% between 2010 and 2011, or by 23-25% between 2010 and 2012. For a family with a \$1,000 annual deductible, this would mean if they had a hike of \$190 or \$200 from 2010 to 2011, their plan could then increase the deductible again by another \$50 the following year.
- v. **Cannot Add or Tighten an Annual Limit on What the Insurer Pays.** Some insurers cap the amount that they will pay for covered services each year. If they want to retain their status as grandfathered plans, plans cannot tighten any annual dollar limit in place as of March 23, 2010. Moreover, plans that do not have an annual dollar limit cannot add a new one unless they are replacing a lifetime dollar limit with an annual dollar limit that is at least as high as the lifetime limit (which is more protective of high-cost enrollees).

The **sixth grandfathering condition**, however, is directly related to collective bargaining and actions taken at the **local level**. Grandfathered plans also...

- vi. **Cannot Significantly Lower Employer Contributions.** Many employers pay a portion of their employees' premium for insurance and this is usually deducted from their paychecks. Grandfathered plans cannot decrease the percent of premiums the employer pays by more than 5 percentage points (for example, decrease their own share and increase the workers' share of premium from 15% to 25%).

Question 3: Are VEHI health plans “grandfathered” under the terms of the Affordable Care Act?

The great majority of VEHI plans offered by school districts are “grandfathered” at present. There are some exceptions, which will be addressed below.

Question 4: Will the loss of grandfathered status affect school districts once the new state health insurance Exchange becomes operational in 2014?

Yes. The impact will depend, first, on whether districts are “small” or “large” employers. Small employers and individuals in the non-group market will enter the Exchange first in 2014. The Legislature enacted a definition of “small” in 2012.

From 2014 to 2016, a “**small**” employer for purposes of the enrollment in the Vermont Exchange will be any employment entity, for profit or non-profit, that has up to 50 employees. On January 1, 2016, consistent with the ACA, the threshold number for defining a “small” employer will jump automatically to up to 100 employees, which means a “large” employer on that date will mean any entity with more than 100 workers.

If a school district falls under the definition of “**small**” in 2014, and only offers **non-grandfathered** insurance plans to its employees, it will have to leave VEHI and purchase health benefits on the Exchange, unless it had a collective bargaining agreement in place on January 1, 2013, and that is still in force on January 1, 2014. See **question 7** for further details on this aspect of the Exchange.

Question 5: If a school district and its local union move to the Exchange, can they return to VEHI in the future?

No. A few school districts over the past two decades chose to leave VEHI, only to return in due course. That was permissible then, but it won’t be once the Exchange is operating.

[REVISED] Question 6: If, in 2014, school districts defined as “small” employers and their unions decide to retain grandfathered status for their health plans and stay in VEHI, what must they do at the local level to ensure this happens?

At the very least, to voluntarily remain in VEHI with grandfathered status, starting in 2014, a “small” school district must **not decrease the employer’s premium contribution by more than 5 percentage points** from what it was on **March 23, 2010**, or **drop a plan that was offered on March 23, 2010**.

Here is an example of how the loss of grandfathered status might play out during the term of a collective bargaining agreement. Let’s assume, on March 23, 2010, a bargaining unit of teachers is paying 12% of its health plan’s premiums and a school district is paying 88%, and this cost sharing arrangement holds until June 30, 2012. A new collective bargaining agreement goes into effect on July 1, 2012, and expires on June 30, 2015, and new premium cost sharing

contributions are adopted. Moreover, the school district is classified as a “small” employer for purposes of Exchange eligibility.

School District Premium Contributions School Employee Premium

Contributions

2009-12:	88%	12%
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New CBA: 2012-15

2012-13:	85%	15%
2013-14:	84%	16%
2014-15:	82%	18%

In the hypothetical above, effective 2014-15, the district’s health plans would no longer qualify as grandfathered, because that is the year the employers’ premium contributions decreased by more than 5% points from what they were on March 23, 2010. Upon being notified of this change, VEHI and BCBSVT would redesign the plans to satisfy the ACA’s **non-grandfathered** provisions. When a new collective bargaining agreement goes into effect on July 1, 2015, we would anticipate that the health plans offered to employees would no longer be those designed by VEHI, but ones purchased on the **Vermont Exchange** from an approved carrier, consistent with the terms of the new collective bargaining agreement. **DFR and the state, by the way, are aware that the fiscal year for school districts begins on July 1, not January 1, and that a transition to the Exchange where mandated will be consistent with this.**

[NEW] Question 7: If a “small” school district only offers non-grandfathered health plans prior to January 1, 2014—but had a collective bargaining agreement in force on January 1, 2013, and that CBA was still in force on January 1 2014—is it required under state law to purchase health insurance on the Exchange when the latter opens in 2014?

State legislation signed into law by Governor Shumlin in 2012 contains the following language applicable to collective bargaining agreements and the transition of unionized employees to the Exchange:

H.559/Act 171 – Collective bargaining language

Sec. X. COLLECTIVE BARGAINING AGREEMENTS

To the extent permitted under the Patient Protection and Affordable Care Act (Public Law 111-148), as amended by the Health Care and Education Reconciliation Act of 2010 (Public Law 111-152) (“Affordable Care Act”), it is the intent of the General Assembly, in implementing the Exchange provisions of the Affordable Care Act, not to impair the health care coverage provided to Vermonters through **collective bargaining agreements entered into prior to January 1,**

2013 and in effect as of January 1, 2014 until the date that any such collective bargaining agreement relating to the coverage terminates.

The language above is clear on its face—if a district offers **only** non-grandfathered plans and is a “small” employer, it would not have to leave VEHI and enter the Exchange on January 1, 2014, to purchase insurance for employees covered under a collective bargaining agreement, PROVIDED the CBA in question was entered into before January 1, 2013, and is still in effect on January 1, 2014. Once coverage under these agreements terminates, however, employees covered by them will have to enter the Exchange.

We have recently been advised, however, that the Department of Financial Regulation may have a different interpretation of this language, and may require employers with CBAs that fall within the timelines of the statute to secure a waiver from the Commissioner of the Department of Financial Regulation to remain outside the Exchange until the expiration of their CBA. This matter is still under discussion between DFR and several Vermont unions, and we will let you know as soon as possible how the matter is resolved.

Please bear in mind that the collective bargaining language above, as we understand it, would not keep **non-unionized** employees of a small employer in non-grandfathered plans from being required to enter the Exchange in 2014. If a small school district has classifications of employees who are not covered by a collective bargaining agreement—ESP or administrators—the latter may very well be required to enter the Exchange even as their unionized counterparts with a CBA are permitted to stay out.

Question 8: Let’s say a school district decreases its premium contribution by more than 5 percentage points from what it was on March 23, 2010, only for two-person or family coverage—but retains the same contribution level in force on March 23, 2010, or does not lower it by *more than 5* percentage points from what it was on March 23, 2010, for single coverage, or vice versa—will the plans affected still lose grandfathered status?

Yes.

[NEW] Question 9: Can a school district and union agree to no longer offer a particular grandfathered plan and still maintain the grandfathered status of the remaining insurance options?

No. Removing an insurance plan that was offered on March 23, 2010, will lead to a loss of grandfathered status across the board, *unless* the plan that was dropped had no one enrolled in it when the decision was made to no longer offer it.

[NEW] Question 10: If supervisory unions form a Regional Educational District (RED), will their insurance plans lose grandfathered status as a result of the merger?

Our interpretation of the law is that a RED (or some other consolidation) will **not** jeopardize the grandfathered status of health insurance plans, provided the purpose of forming a RED is NOT to extend grandfathered coverage to employees who would otherwise be in or eligible for a non-

grandfathered plan. The federal anti-abuse rules governing grandfathered plans allow for mergers and acquisitions. Here is the relevant language that explains how grandfathered status can be lost in the wake of a merger: **“If the principal purpose of a merger, acquisition, or similar business restructuring is to cover new individuals under a grandfathered health plan, the plan ceases to be a grandfathered health plan”** (§54.9815-1251T(b)(2)(i), on page 34558 of Federal Register Vol. 75, No. 115, June 17, 2010).

In short, if a merger or consolidation produces the **result** that grandfathered status continues, there should not be a problem; but if a merger or consolidation is principally for the **purpose** of extending grandfathered status, the affected employers are likely to run afoul of the ACA’s anti-abuse regulations.

[NEW] Question 11: How will a mandated change in employers for school employees affect the grandfathered or non-grandfathered status of the plans offered to them?

This question arises specifically in the wake of Act 153 in Vermont, whose implementation will lead to “special education” employees having a new employer at the **S.U. level**. Under this scenario, we believe the grandfathered or non-grandfathered status of the insurance plans available to these employees from their new employer will not be affected. Why?

First, based on the language cited in Question 11, the fundamental purpose of Act 153 is not to extend grandfathered insurance coverage to employees. Second, grandfathered status is assessed on a benefit package by benefit package basis. So, if veteran employees are transferred into a new employment relationship where only grandfathered plans are offered, and there has been no violation of the anti-abuse provisions in federal law, those plans would remain grandfathered. The status quo would hold as well if the plans were non-grandfathered.

This said, some number of veteran employees currently in grandfathered plans will find themselves transferring employment to an S.U. district that currently offers only non-grandfathered plans, which would lead inevitably, and perhaps sooner than anticipated, to enrollment in the Exchange for these employees. This matter should be flagged in collective bargaining discussions around health insurance as Act 153 comes to fruition.

Question 12: If a school district ADDS a VEHI plan to its collective bargaining agreement post-March 23, 2010, is that plan grandfathered?

No. For example, if a school district added the \$1,000 Comprehensive or HSA Blue Plan to its CBA **AFTER** March 23, 2010, the plan would be non-grandfathered, even though both were available from VEHI prior to March 23, 2010. Put differently, if a VEHI insurance plan is new to a school district—but not new to VEHI—it is non-grandfathered if it became an option after March 23, 2010. (This last point is relevant in discussions around implementation of Act 153, too.)

Question 13: What does this mean for a “small” school district and its local union that had agreed, AFTER March 23, 2010, to offer ONLY the \$1,000 Comp or HSA Blue Plan to its employees, and had eliminated as options the VHP, JY and the \$250 Comp Plans (or other VEHI plans)?

It means the school district would have to move all its employees to the Exchange in 2014 (or in 2016, which is when the definition of “small” employer rises to up to 100 employees). “Large” districts and their unions, in the same situation, would have to enter the Exchange in 2017. To reiterate, if a district didn’t offer a certain VEHI plan before March 23, 2010, even a long-established plan like the \$1,000 Comp, and that new plan becomes the **ONLY** option for employees, the plan will be non-grandfathered and the district will be subject eventually to the mandates of the Exchange. The only (temporary) exemption for entering the Exchange in 2014 for small employers in this situation would be the collective bargaining language discussed in Question 7, presuming DFR ends up interpreting that language as VEHI does.

Question 14: Can districts offer a combination of grandfathered and non-grandfathered plans? (We’ll call these districts “hybrids.”)

Yes. To date, this has happened more by accident than design. Most school districts still offer the JY/\$250 Comp/VHP Plans, or some combination, and were doing so **BEFORE** March 23, 2010; a much smaller number added the \$1,000 Comp and HSA Blue Plan **AFTER** March 23, 2010.

In this “hybrid” scenario, the JY/\$250 Comp/VHP Plans are grandfathered and the \$1,000 Comp and HSA Blue Plan are non-grandfathered, so most employees would be in established grandfathered plans and the rest, a much smaller number (in some cases just a handful), are in a non-grandfathered plan. Our benefits booklet was redesigned to reflect this, as well as to comport with the ACA.

Question 15: Will “hybrid” districts be required to purchase health insurance on the Exchange in 2014, 2016 or 2017, depending on whether they are “small” or “large” employers, for workers in non-grandfathered plans, even if most of their other employees are in VEHI plans that are grandfathered?

Not necessarily. If employees in non-grandfathered plans transfer to a grandfathered plan offered by the district, they would not be required to move to the Exchange. The collective bargaining agreement/waiver exemption (see question 7) may also provide a temporary respite from purchasing on the Exchange. Finally, even with grandfathered options, school districts and local union may agree to offer products on the Exchange as well.

[REVISED] Question 16: Can employees in a “hybrid” district voluntarily transfer to or re-enroll in a grandfathered VEHI plan offered by the district?

Yes...provided at least one grandfathered plan is offered. In other words, an employee in a non-grandfathered \$1,000 Comp can still move to a grandfathered VHP, JY or \$250 Comp Plan,

depending on what is available. The district and its union may also agree to offer non-grandfathered plans through the Exchange in addition to or instead of VEHI grandfathered plans.

Employees in VEHI non-grandfathered plan(s) who decide to move to a VEHI grandfathered option will have multiple opportunities to do so in 2013 and 2014:

January 1, 2013	January 1, 2014
July 1, 2013	February 1, 2014
August 1, 2013	March 1, 2014
September 1, 2013	April 1, 2014
October 1, 2013	May 1, 2014
November 1, 2013	June 1, 2014
December 1, 2013	July 1, 2014

School employees who transfer to the Exchange may re-enroll later in their employers' grandfathered plans if they elect, provided, of course, these plans are still offered. (**Important:** In 2015 and beyond, VEHI will provide, as it does now, just two windows for voluntarily leaving one VEHI plan and enrolling in another: July 1 and January 1.)

Question 17: If a school district and local union bargain a change that results in a VEHI insurance plan moving from unmanaged mental health care to managed mental health care benefits (for example, offering the JY Plan with managed mental health care rather than the JY plan with unmanaged benefits), will this negate the grandfathered status of the health plan affected?

No—provided the six conditions listed earlier that govern grandfathered status are not violated.

[NEW] Question 18: How will the state monitor the loss of grandfathered plans?

At present, insurance companies are responsible for notifying the state of which employers have non-grandfathered plans. Carriers will also notify the state when employers with grandfathered plans lose that status. To the best of our knowledge, there is no reporting obligation required of employers at this time.

[NEW] Question 19: School districts, generally, employ and bargain with three distinct classifications of workers: teachers, support staff and administrators. If one group of workers bargains an agreement that decreases the employer's premium contribution by more than 5% points from what it was on March 23, 2010, but the other two do not, does the district lose grandfathered status for ALL its plans, thus affecting all its employees?

We believe the answer to this question is NO. Ultimately, this matter depends on the meaning of “similarly situated individuals” as defined in federal regulations. An employer is permitted to treat participants in its health plans as “*distinct*,” even though they are “*similarly situated*”—in this case, employed by a public school—“*if the distinction between or among the groups of participants is based on a bona fide employment-based classification consistent with the*

employers' usual business practice.” What is a “bona fide employment classification”? That is determined on the basis of “all relevant facts and circumstances,” including, “full-time versus part-time status, different geographic location, membership in a collective bargaining unit, date of hire, length of service, current employee versus former employee status, and different occupations.”

Our interpretation is that ESP, teachers and administrators can be treated as distinct groups of “similarly situated individuals” given the criteria above. But until a definitive answer is forthcoming, if retaining grandfathered status is a priority, we strongly advise that districts adhere strictly with the advice above on premium contributions and adding new plans post-March 23, 2010, for ALL employees, whether or not they are part of a bargaining unit and are covered by a collective bargaining agreement.

[NEW] Question 20: If collective bargaining leads to an agreement where employees who do the same work but end up paying different premium contributions for the same grandfathered insurance coverage, could that jeopardize the grandfathered status of the plans?

It might. We wish we could be more definitive on this on. Suffice to say, that if you treat “similarly situated” workers differently in respect to premium contributions, health insurance regulators might conclude that you must forfeit grandfathered status.

Question 21: How will collective bargaining be affected by this?

VEHI has never interfered with or tried to direct the process or outcome of collective bargaining in any school district, and that is not going to change. Further, collective bargaining in Vermont will not change as a result of the ACA’s grandfathering provisions. What will be affected is how the parties discuss and structure premium contributions moving forward, and the impact of prospective contract settlements on a district’s grandfathering status and its membership in VEHI. Additionally, at some point in the future, the Exchange and its offerings, and how to structure cost-sharing arrangements, will be matters for discussion in collective bargaining.

[REVISED] Question 22: What are the immediate and short-term advantages of retaining grandfathered status in the new insurance market that is emerging?

First, grandfathering status allows school districts and local unions to retain membership in VEHI, the state’s largest private-sector purchasing pool (with nearly 42,000 lives) and one of the largest purchasing pools in the nation when measured by premium contributions. Among other things, this also means that school districts will continue to benefit from VEHI’s rate renewal system, which notifies school districts of their premium renewal figure before their budgets are voted on.

Second, grandfathered status allows premium rate renewals for school districts to be based exclusively on VEHI’s education-based membership. VEHI sets its rates based on the medical

claims solely of school employees and their families. In addition, as a non-profit entity, all member contributions to VEHI are used exclusively for the benefit of VEHI members. Premium dollars that are not needed to pay claims or administrative fees are held in reserve to benefit the membership by lowering premium costs and funding wellness programs.

Third, and most importantly, preserving grandfathering status gives school districts and unions time to assess the plan offerings on the Exchange and their costs, so that they can make an informed transition to the Exchange when that becomes necessary. Right now, there is a great deal about the Exchange that is unknown. But the Exchange's operational structures, its carriers, the size and number of its risk pools, its benefit plans and their costs will be public knowledge relatively soon. As we have pointed out in recent communications, most Vermont employers will be transitioning to the Exchange between 2014 and 2017, and at some point in the next several years, as the insurance market continues to be transformed, VEHI itself will stop offering health plans the way it does now. We see a role for ourselves helping school districts and school employees in the future, but, clearly, the way we have operated for the past 20 years has to change because the insurance market is changing. Grandfathered status for schools will help to smooth the transition to the Exchange by conferring adequate time to understand how it operates, what plan options and subsidies are available, and at what costs.

Question 23: Is there anything inherently wrong with establishing an Exchange in Vermont?

NO. VEHI is not opposed to the establishment of an Exchange. Generally speaking, for many Vermonters, especially those without health insurance or trapped in high-deductible plans, the unemployed, self-employed or those working for small businesses without access to a purchasing pool like VEHI, a well-regulated Exchange with large risk pools, comprehensive essential benefits and premium tax credits will mean higher-quality, more affordable health care than what they have today. The Exchange should also help substantially reduce the number of uninsured Vermonters.

[REVISED] Question 24: Does VEHI have a future in light of health care reform at the national and state level, and, if so, what might it be?

Health care reform is advancing at a remarkable pace and will affect VEHI just as it will every individual, employer and institution in Vermont. The health insurance Exchange in Vermont will dramatically re-engineer how employers purchase health benefits and how employees choose and pay for those benefits. It will eliminate in 2014, for example, the Small Group Association market, which includes VEHI at present; in 2017, the same will be true for the Large Group Association market.

Given this, VEHI has three immediate goals. First, as the Exchange goes into effect in 2014, we will continue to serve school districts, school employees and VSTRS as we always have. Second, we are working with the Department of Financial Regulation to establish a new regulatory status for VEHI that will permit the Trust to offer grandfathered health insurance plans after the Small Group Association market is disbanded. We are confident that that process will come to fruition well before January 1, 2014. Third, and most importantly, we are exploring

ways VEHI can serve you prospectively in collaboration with the Exchange. It's clear now that grandfathered status under the ACA is not a permanent option. Retaining it over the long term, therefore, will prove extremely difficult. Eventually, we believe most Vermont employers—large and small, for-profit and non-profit—will engage commercially with the Exchange.

For these reasons, we ask that you (1) bear with us as we investigate a substantive role for VEHI in this new environment and establish a new regulatory status with the state, and (2) remember that retaining grandfathered status in the near term, if you choose to do so, allows you time to comprehensively assess your options in relation to the future Exchange. In respect to a different operating model for VEHI after the inception of the Exchange, it will take time to develop and implement. Our discussions about this have begun in good faith and will intensify. We will keep you informed of their progress.

Question 25: What should a school district and union do if they have lost or will lose grandfathered status due to the terms of a new bargaining settlement?

Contact VEHI, and we will help you understand your options and next steps.

Question 26: Is VEHI willing to speak to school boards and local unions together or separately on these matters?

Yes. We believe joint informational sessions are very useful to understanding the impact of the ACA and its grandfathering provisions on school districts and their employees. Please contact Joe Zimmerman or Laura Soares at VSBIT (223-5040) or Mark Hage at Vermont-NEA (223-6375) to set up a meeting.