

MEMORANDUM OF UNDERSTANDING
Between
EDMONDS SCHOOL DISTRICT
and the
CABINET
2019 - 20

The Edmonds School District has adopted the health reimbursement arrangement (HRA) plans offered and administered by the Voluntary Employees' Benefit Association Trust for Public Employees in the State of Washington (collectively the "Plans"): the **Standard HRA Plan**, which shall be integrated with the Employer's or another qualified group health plan and to which the Employer shall remit contributions only on behalf of eligible employees who are enrolled in or covered by such qualified group health plan and any other contributions that may be permitted under applicable law from time to time; and the **Post-separation HRA Plan**, to which the Employer may remit contributions on behalf of eligible employees, including eligible employees who are not enrolled in or covered by the Employer's or another qualified group health plan, and which shall provide benefits only after a participant separates from service or retires. The District also agrees to contribute to the Plan on behalf of all employees in the group who are eligible to participate in the Plan. Contributions on behalf of each eligible employee shall be based on the cash out value of leave days or hours accrued by such employee available for contribution in accordance with statute and District policy or procedure.

For sick leave cash outs, it is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with RCW 28A.400.210. If an eligible employee fails to sign and submit to such an agreement to the District, the District will not make sick leave cash out contributions to the Plan at any time during the term of this agreement, and any and all excess sick leave which, in the absence of this agreement, would accrue to such employee during the term hereof shall be forfeited together with all cash rights that pertain to such excess sick leave.

The following selected (**X**) contribution options shall be available during the term of this agreement:

- [X] **Sick Leave Contribution – Annual:** eligibility for contributions on an annual basis is limited to employees who have accumulated 180 days (or more if eligible ⁽¹⁾) of unused sick leave. To be eligible during the term of the Plan, an employee must have earned at least 180 days of unused sick leave as of the effective date of this agreement, not including any front loaded days.
- [X] **Sick Leave Contributions – Retirement or Separation from Service:** Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash out rights during the term hereof. Excess sick leave shall be defined as the sick leave days accruing to the credit of such employee during the term of this agreement.
- [] **Vacation Leave Contributions – Retirement:** Eligibility for contributions at retirement is limited to employees who retire with vacation leave cash out rights during the term of this agreement.
- [] **Vacation Leave Contributions -- Separation from Service:** Eligibility for contributions separation from service is limited to employees who separate from service with vacation leave cash out rights during the term of this agreement.
- [] **Project Stipend:** Eligibility for contributions is limited to employees who complete their approved Project Stipend during the term of this agreement.

The term of this agreement shall be effective July 1, 2019 to June 30, 2020.

Signed for the Cabinet: /Justin Irish/ **Date** 11/18/2019

Signed for the Edmonds School District: /Debby L. Carter/ **Date** 11/18/2019

⁽¹⁾ Employees whose employment contract exceeds 180 days may accrue sick leave up to their annual contract amount. These employees may choose a higher eligibility threshold for VEBA annual contribution eligibility.