

MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 EVERETT EAP CHAPTER #1107 AND THE EVERETT SCHOOL DISTRICT #2. THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The Everett Public School District #2 (Employer) has adopted the health reimbursement arrangement (HRA) plans offered and administered by the Voluntary Employee Benefit Association Trust for Public Employees of 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. Employer agrees to contribute to the Plans on behalf of all employees in the Public School Employees of Everett Association of Paraeducators employees (EAP Group) defined as eligible to participate in the Plans. The Plans must receive an enrollment file for each eligible employee to become a participant and become eligible for benefits under the Plan.

The following selected contribution options shall be available during the term of this policy:

YES Sick Leave Contributions - Retirement or separation from service¹: 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 terms of this agreement.

YES Sick Contributions - Annual: Eligibility for contributions on an annual basis is limited to employees who have accumulated 180 days (or more if eligible²) of unused sick leave. To be eligible during the term of this agreement an employee must have earned at least 180 days of unused sick leave as of the effective date, not including any front-loaded days.

Note: All leave cash out 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 hold harmless agreement complying with RCW28A.400.210.

This Memorandum of Understanding is reauthorizing Section 10.2 in the CBA shall be effective from September 1, 2024 to August 31, 2025 and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948
EVERETT EAP CHAPTER #1125

BY: Laura Rogers
Laura Rogers, Chapter President

DATE: 11-15-24

EVERETT SCHOOL DISTRICT #401

BY: Dr. Ian B. Saltzman
Dr. Ian B. Saltzman, Superintendent

DATE: 11/15/2024

¹ School Districts may offer a sick leave cash out upon separation from service or retirement in accordance with RCW 28A.400.210. Educational Service Districts (ESD's) may only offer sick leave cash-outs upon retirement in accordance with RCW 28A.310.490 and Employer policy or procedure.

² Employees whose employment contract exceeds 180 days may accrue sick leave up to their annual contract amount. Such employee groups may consider a higher eligibility threshold for annual sick leave contributions into the VEBA Plan.

