

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN HIGHLAND EDUCATION ASSOCIATION AND THE HIGHLAND SCHOOL DISTRICT #203 PURSUANT TO ARTICLE VII, SECTION 2 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The HIGHLAND SCHOOL DISTRICT has adopted the VEBA III Leave Cash-out Health Reimbursement Plan (the "Plan"). The District also agrees to contribute to the Plan on behalf of all employees in the bargaining unit 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 such 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 contribution options shall be available during the term of this agreement: [X] indicates HIGHLAND HEA voted only these two options.

[X] **Sick Leave Contributions – Annual:** Eligibility for contributions on an annual basis is limited to employees who have accumulated 180 days 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 shall be eligible, and 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 – Annual:** Eligibility for contributions on an annual basis is limited to employees who have accumulated ___ days of unused vacation leave. To be eligible during the term of this agreement, an employee must have earned at least ___ days of unused vacation leave as of the effective date of this agreement.

[] **Vacation 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 vacation leave cash-out rights during the term of this agreement.

[] **Personal Leave Contributions:** Eligibility for contributions is limited to employees who have accumulated ___ days of unused personal leave. To be eligible during the term of the Plan, an employee must have unused personal leave cash-out rights during the term of the agreement.

[] **Other Unused Leave Contributions:** Eligibility for contributions is limited to employees eligible for other types of unused leave cash-outs, specifically.

This Memorandum of Understanding shall be in effect beginning, September 1, 2023 and shall remain in effect until August 31, 2024.

HIGHLAND EDUCATION ASSOCIATION

HIGHLAND SCHOOL DISTRICT #203

BY: Vanessa Williams
Vanessa Williams, President

BY: Mark Anderson
Mark Anderson, Superintendent

DATE: September 13, 2023

DATE: 9/13/23