Memorandum of Understanding
Between the Bellevue Education Association and the Bellevue School District
Regarding Retiree Health Reimbursement Plan

Effective for all certificated, non-supervisory employees retiring between January 1, 2016 and December 31, 2016, and pursuant to RCW 28A.400.210(3), in lieu of remuneration for unused leave for illness or injury otherwise payable to said employees at the time of their retirement pursuant to RCW 28A.400.210(2), funds equivalent to such remuneration shall be contributed by the Bellevue School District ("District") to a plan designated by the Bellevue Education Association to provide reimbursement to such employees for qualified medical expenses. The Bellevue Education Association hereby designates, for purposes of this memorandum of understanding, the Security Benefit Group® NEA Valuebuilder® Post-Employment Healthcare Reimbursement Account SM (HRA) Plan for Public Sector Employees which provides reimbursement for insurance premiums.

As a condition of participation under the Plan, and as required by RCW 28A400.210(3), each retiring employee shall hold the District harmless (and shall sign an agreement with the District to this effect) should the United States government find that the District or an employee is in debt to the United States government for not paying income taxes on any amounts placed in the Plan or as a result of the District not withholding or deducting any tax, assessment, or other payment on such funds as required by federal law.

The District has no responsibility for the selection or retention of the Plan. Neither the District nor the Association makes any representation or warranty, and shall have no responsibility or liability with respect to the tax consequences of participation in the Plan by employees, nor to the ability of the sponsor or insurer to fulfill any of its obligations under the Plan. The BEA will advise the District if, during the term of this agreement, any circumstances come to its attention that would make continued participation in the Plan unadvisable.

The term of the agreement shall be from January 1, 2016 and December 31, 2016, unless otherwise extended as provided by Association procedures and agreed to by the parties. Because this is a one-year agreement, ratification of this Memorandum of Understanding by the BEA membership shall be sufficient to adopt the Plan for 2016, and a separate vote of employees eligible to retire in 2016 shall not be required. Upon ratification of this Memorandum of Understanding by the BEA membership, participation in the Plan shall be mandatory for 2016, and any employee retiring in 2016 who does not execute the hold harmless agreement required by RCW 28A.400.210(3) shall forfeit any right to compensation or reimbursement upon retirement for accrued, unused leave for illness or injury.

Agreed to this 21st day of June, 2016

Jeffrey J. Thomas
Executive Director, Human Resources
Date: 21 June 2016

Mark Morrow
Bellevue Education Association President
Date: 21 June 2016