VEBA Plan
Memorandum of Understanding

Between
Shoreline School District No. 412 and Food Service Employees

Shoreline School District No. 412 ("Employer") 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. Employer agrees to contribute to the Plans on behalf of all employees in the ***Food Service Employees*** ("Group") defined as eligible to participate in the Plans. Each eligible employee must submit a completed and signed Enrollment Form to become an eligible participant and become eligible for benefits under the Plans.

Contributions on behalf of each eligible employee shall be based on the following selected funding sources/formulas:

[ ] **Mandatory Employee Contributions:** The District and the Group agree that the Group's compensation package will be changed such that eligible employees shall receive additional benefits in the form of VEBA Plan contributions equal to $<Amount>, which shall be contributed on a monthly basis, and each eligible employee's salary shall be reduced by an equal amount. Such contributions shall be made on behalf of all group employees defined as eligible and shall be considered and referred to as employer contributions.

[ ] **Unused State Allocated Employee Benefit Dollars:** Eligibility for contributions on a monthly basis is limited to employees with unused state allocated employee benefit dollars to their credit after the pooling process has been completed in accordance with RCW 28A.400.270 and 28A.400.280. To be eligible during the term of the Plan, an employee must have unused state allocated employee benefit dollars during the term 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, an employee must have unused personal leave cash-out rights during the term of this agreement.

[X] **Sick Leave Contributions – 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 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.

[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 of this agreement.

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 a hold harmless agreement complying with RCW 28A.400.210. If an employee eligible for such sick leave contribution 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.

[ ] **Other:**

The term of this agreement shall be from September 1, 2025 to August 31, 2026[2].

Signed for Food Service Employees — Date: 10/28/2025

Signed for Shoreline School District No. 412 — Date: 10/28/2025

[1] 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 to the VEBA Plan. [2]The language in this model agreement assumes the term shall coincide with the employee group's contract year (i.e. September 1 to August 31).