MEMORANDUM OF UNDERSTANDING
by and between
SHORELINE COMMUNITY COLLEGE DISTRICT NUMBER VII
and the
SHORELINE COMMUNITY COLLEGE FEDERATION OF TEACHERS
LOCAL NUMBER 1950, AFT Washington/AFT/AFL-CIO

REGARDING ADMINISTRATIVE PROCEDURES FOR DETERMINING PARTICIPATION
IN SICK LEAVE COMPENSATION AT RETIREMENT - VEBA PLAN

This Memorandum of Understanding between the Shoreline Community College District Number VII (hereinafter called “the College”) and the Shoreline Community College Federation of Teachers, Local Number 1950, AFT Washington/AFT/AFL-CIO, is to establish a sick leave compensation plan for eligible academic employees as defined in RCW 28B.52.020 and Resolution No. 60 adopted by the Board of Trustees on October 22, 1997.

The plan shall be formally titled “VEBA CTC Medical Benefits Plan for Sick Leave Conversion Funds” or “VEBA” (hereinafter called “the Plan”). The Plan will be administered by the VEBA Trust for Public School Employees in the State of Washington in accordance with the Voluntary Employee Beneficiary Association CTC Master Employee Medical Benefits Plan for Community and Technical Colleges, dated July 27, 1997, as approved by the State Board for Community and Technical Colleges of the State of Washington.

Contributions by the College on behalf of each eligible employee of the group shall be an amount equal to the employee’s compensable accrued sick leave buy-out contribution at his or her retirement in accordance with state statute and College Policy 4726, Compensation for Unused Sick Leave for Faculty and Exempt Staff; however, eligible employees as referenced in this Memorandum of Understanding shall include only academic employees (faculty).

It is understood that all eligible academic employees (faculty) will be required to sign and submit to the College Office of Human Resources a hold harmless agreement in compliance with state statute and Plan requirements. Eligible academic employees (faculty) who fail or refuse to sign and submit such an agreement to the College Office of Human Resources will not be entitled to contributions to the Plan and his or her remuneration for compensable accrued sick leave will be forfeited forever.

Upon adoption of the Plan for benefit of the eligible academic employees (faculty), the Plan will remain in effect and be mandatory for all eligible academic employees (faculty) between July 1, 2001 through December 31, 2001 and subsequent calendar years unless suspended in accordance with the following procedures:

Procedures for Suspension of the Plan
1. The Plan will be in effect from July 1, 2001 through December 31, 2001 and continue in effect for successive calendar years unless a majority (in case of a tie the Plan is in effect) of declared retirees for any subsequent calendar year indicate a desire not to participate, per number two (2) below, in which case the Plan will be suspended for that year and then automatically reinstated unless again suspended by this procedure.
2. Eligible academic employees (faculty) who plan to retire at any time during a subsequent calendar year must notify the College Office of Human Resources in writing by the fifth (5th) business day of December preceding the calendar year in which they will retire and indicate they do not desire to participate in the plan. Upon such notice, the College Office of Human Resources shall call for a vote of the retiring eligible academic employees (faculty) to determine if the Plan will be suspended for the calendar year.

For the purpose of retirement contributions to the Plan, all employees covered by this agreement who retire during any calendar year the Plan is in effect will be eligible for participation.

Provided the Plan is not suspended per the above procedure by the eligible academic employees (faculty) planning to retire between July 1, 2001 and December 31, 2001, the Plan will be in effect for this period. The compensation shall be deposited with the VEBA Trust within thirty (30) days of the eligible academic employee's (faculty) final pay date after retirement in any calendar year.

This Memorandum of Understanding shall be effective from February 2, 2009.

For the College

[Signature]

Date 04-06-2009

For the Federation

[Signature]

Date 04-06-2009