

VOLUNTARY EMPLOYEES' BENEFIT ASSOCIATION (VEBA)

I. PURPOSE

The purpose of this policy is to provide for a voluntary high-deductible health plan and corresponding VEBA savings accounts for employees that elect to enroll for coverage.

II. GENERAL STATEMENT OF POLICY

This Policy shall apply to eligible employees of all bargaining units and to all eligible non-bargaining unit employees.

III. ESTABLISHMENT OF A VOLUNTARY HIGH-DEDUCTIBLE HEALTH PLAN

- A. Effective October 1, 2014, the District will offer, through Minnesota Service Cooperatives and Blue Cross/Blue Shield a voluntary high-deductible health plan option for eligible employees to choose for their health care coverage.
- B. The Plan Year for this health plan will be October 1st through September 30th each year. This health plan shall also have a Plan Year Deductible Period (October 1st through September 30th). In addition, the health plan shall have a 3 month deductible carryover period. The deductible carryover allows any deductible amounts incurred in July-September each year to be carried over to the following Deductible Year (as well counting toward the current year's deductible).
- C. This health plan shall have the coverage of the Minnesota Service Cooperative VEBA Plan #834.

IV. ESTABLISHMENT OF A VOLUNTARY EMPLOYEES' BENEFICIARY ASSOCIATION (VEBA)

- A. Effective October 1, 2014, the VEBA Plan shall be made available to employees who choose the voluntary high-deductible health plan. Employees assent to and ratify the appointment of the trustee and plan administrator for the VEBA Plan and Trust. It is intended that this arrangement constitutes a Voluntary Employees' Beneficiary Association under Section 501 (c) (9) of the Internal Revenue Service code.
- B. The District shall provide benefits through the VEBA Plan as identified in the Plan document.

- C Investment fees (if any) will be paid from the individual accounts of employees. Monthly administration fees for VEBA and Flex plan administration will be paid for by the district for active employees.

V. EMPLOYER CONTRIBUTIONS TO THE VEBA FOR ACTIVE EMPLOYEES

- A. The annual total District Contribution for each participant shall be based on each participant's FTE and coverage selection in accordance with the respective bargaining units' master agreement or individual contract. District Contribution is the total amount that the district contributes for the following: 1.) the Employee's VEBA savings account (equal to the VEBA Health Plan #834 annual deductible amount) AND 2.) the Employee's health insurance premium for the VEBA high deductible health plan #834. The annual total District Contribution can not exceed the cost of the Double Gold Plan coverage for that employee.
- B. At the beginning of every Plan Year Deductible period (October 1), the District will make an annual contribution to the individual employee's VEBA savings account under the health reimbursement arrangement for all active employees equal to the single or family deductible amount of the VEBA health plan for those employees enrolled in the VEBA Plan for that year.
 - 1. All contributions to the VEBA savings account on behalf of a VEBA Plan participant shall cease on the date the participant is no longer covered under the high-deductible health plan in Section III.
 - 2. The annual contribution to the employee's VEBA savings account made by the district on October 1 of each year, is earned by the employee for each of the following 12 months following this contribution. If the VEBA Plan participant has an employment eligibility change, resigns, or the participant's employment is terminated during the Plan Year, then the VEBA Plan participant will reimburse the school district for the overpayment of the District contribution to the VEBA Plan participant's individual savings account, based on the amount of the Plan Year that the participant was employed or was eligible (proration of earned contribution).
 - 3. Existing employees may enroll into the VEBA Plan each year during open enrollment, effective October 1st of each year.
 - 4. If an eligible NEW employee enters the VEBA plan as a participant on a date after the first day of the VEBA Plan Year, the district shall prorate the amount of the annual contribution into the VEBA savings account to reflect the late entry (proration is based on the number of months

remaining in the VEBA Plan Year (October 1 – September 30). However, NEW employees entering the VEBA Plan on July 1, August 1 or September 1 will receive an unprorated District VEBA savings account contribution equal to the following Plan Year Deductible amount. With deductible carryover (see III.B. above), this district contribution will cover the employee's VEBA health plan deductible amount for the following 15 months and they will receive their next District contribution into their VEBA savings account on October 1st of the following year with the other VEBA plan participants.

- C. The remaining District Contribution will apply towards the premium. The employee will pay any additional premium amount that exceeds the District Contribution as specified in V.A. above.
- D. If the District Contribution is not sufficient to cover the deductible amount, only the District contribution will be deposited into the VEBA savings account. The balance of the premiums will be paid by the employee.
- E. If the District's Contribution is more than the premium for the health plan and the dollar amount that is deposited into the VEBA savings account, the balance of the District contribution will remain with the district, unless the employee's contract specifies differently.
- F. Only employer (District) dollars may be deposited into the VEBA savings account.
- G. The school district will continue to offer a Flexible Spending Account program for employee elections of out-of-pocket health related costs.

VI. EMPLOYER CONTRIBUTIONS TO THE VEBA FOR INACTIVE EMPLOYEES

Inactive employees may participate in the voluntary high-deductible health plan. Only those inactive employee's receiving a District Contribution during the year will receive a District Contribution into their VEBA savings account specified in Section V above. District Contributions toward the premium for the high-deductible health plan will be determined based on the employee's eligibility for District contributions, if any, after active employment, in accordance with bargaining units' master agreements or by individual contracts and will be paid according to Section V above. Rules for District Contributions and Inactive Employee's Contributions follow the same rules as those for active employees as specified in Section V above.

VII. APPLICABILITY

These guidelines and procedures shall apply to all VEBA Plan participants unless specific language is set forth by bargaining unit master agreements or by individual contract.

VIII. DISSEMINATION OF POLICY

- A. This policy shall be conspicuously posted in each school district building in areas accessible to employees.
- B. This policy will be reviewed at least annually for compliance with state and federal laws.

Adopted: 06/16/14
Reviewed 05/15/17
Revised 09/10/18