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AGREEMENT

between the

HERMON-DEKALB TEACHERS' ASSOCIATION

and the

DISTRICT ADMINISTRATOR

HERMON-DEKALB CENTRAL SCHOOL DISTRICT

July 1, 2011 – June 30, 2014

43 - Employees

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ARTICLE I - AGREEMENT

This Agreement made and entered into this _____ day of _____, by and between the District Administrator of Hermon-DeKalb (hereinafter referred to as the "Administrator") and the Hermon-DeKalb Teachers' Association (hereinafter referred to as the "Association").

ARTICLE II - RECOGNITION

A. The Board recognizes the Hermon-DeKalb Teachers' Association as the exclusive representative of the teaching personnel, including teaching assistants, excluding principals, guidance counselors, athletic director and substitutes, pursuant to the Taylor Law.

B. The Administrator will direct the fiscal officer to deduct from the salaries of its employees, dues for the Hermon-DeKalb Teachers' Association, American Federation of Teachers, Chapter 124 of NYSUT and the New York State United Teachers as the unit members individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to such Association. Member authorizations shall be in writing on NYSUT forms.

C. The total annual membership dues for the Association shall be deducted in fifteen (15) equal installments beginning with the second pay period in October. Dues deduction authorization must be filed by October 1st.

D. Agency Fee - The members of the bargaining unit who do not join the Association, including its affiliates, shall be required to pay an agency fee for services rendered by the Association for negotiations and contract administration. The Agency Fee shall be equal to Association and Affiliate dues and all rules and procedures, as established for dues deductions, shall apply to such Agency Fee. The Association will provide the Board with a list of all non-members subject to the Agency Fee deductions. Such deductions must be made in the same manner as dues deductions except that written authorization by non-members is not necessary.

ARTICLE III - DEFINITIONS

Board:	The Board of Education of Hermon-DeKalb Central School District, St. Lawrence #1 of Hermon, et al.
Association:	The Hermon-DeKalb Central School Teachers' Association.
Unit Members:	All teaching personnel, including teaching assistants, excluding principals, guidance counselors, athletic director and substitutes.

Negotiating Unit:	Organization recognized by the Board as the exclusive representative of the Instructional Staff.
Exclusive Representative:	The recognition of an organization as the sole bargaining agent for a class of employees.

ARTICLE IV - AREAS FOR DISCUSSION AND AGREEMENT

This recognition constitutes an Agreement between the Administrator and the Association to reach a written agreement regarding matters related to terms and conditions of employment. The Administrator and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Hermon-DeKalb public school system. The Board recognizes that it must operate in accordance with all statutory provisions of the state, and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with statutes. The Board cannot reduce, negotiate, or delegate its legal responsibilities. The Board recognizes that the Association cannot compromise its rights granted under Article 14 of the State Civil Service Law.

ARTICLE V - INSTRUCTION

A. Unit members recognize that methods and curriculum are rapidly changing. They also recognize that it is their professional responsibility to keep abreast of these educational advances.

B. Unit members will work cooperatively with administration and guidance personnel in the area of curriculum evaluation and coordination.

C. All unit members are obligated to aid in the development of young teachers. Such obligation entails the acceptance, as sponsor, of one and only one student teacher per year when requested to do so by the Administration, unless a unit member can show compelling reasons why a student teacher should not be accepted in a given year.

D. Interruption of Instruction. All personnel will avoid interrupting classrooms while instruction is in progress except for business of immediate importance.

E. Visitation Days. Unit members may be granted two (2) visitation days per year upon reasonable request without loss of sick leave or compensation. Additional visitation may be directed by the Superintendent when, at his/her determination, the teacher and/or students will benefit.

F. No secondary unit member will have more than 6 classes or 7 periods of responsibility.

G. Each unit member will be granted at least one period per day for preparation time excluding the lunch period.

H. Under normal conditions textbooks and workbook selection will occur during the regular school year. The selection process will involve unit members in the study of all available materials followed by their recommendation to the Administrator.

I. Teachers in grades K-5 will have an average preparation time of 200 minutes per week.

J. Half-Time or Part-Time Teacher. Unit members at Hermon-DeKalb Central School employed as half-time employees will be scheduled as follows:

Elementary:	8:15 - 11:45 or 11:15 - 2:45 with 100 minutes of planning per week.
Secondary:	3.0 periods of responsibility .5 period for planning periods to be scheduled sequentially.

In the case of those unit members moved from full to half-time or less, all seniority and tenure rights will continue to apply. The District will continue all fringe benefits for those unit members whose positions are reduced. Health insurance, sick days, and personal days shall be granted new unit members in proportion to the appointment.

Exclusive of lunch and planning time, a full-time teacher is responsible for 105 fifteen minute modules per week of instruction/supervision. The pay of part-time teachers who are responsible for 45 or more modules of responsibility but less than 75 shall have their pay determined by dividing the total number of mods of responsibility by 105 and multiplying by the appropriate salary. They should be scheduled for planning time in at least the same ratio.

This procedure for determining pay is primarily to be used with part-time special subject area teachers who teach both elementary and secondary subjects which have differing teaching periods. It is not to be used to pro-rate the salary of any full-time position in the approved staffing plan. Any teacher who teaches/supervises at least 45 mods will be paid half pay. Any teacher who teaches/supervises 75 or more mods will be scheduled and paid full pay.

K. Distance Learning

I. General

A. The parties acknowledge and confirm that participation in the Distance Learning program shall not be used by the District to argue that the

Association has waived any rights that exist to the exclusivity of bargaining unit work. The parties agree that the Distance Learning program, in whole or in part, involves bargaining unit work in the provision of educational services to the children of the district.

B. No member of the bargaining unit shall be subject to a reduction in force, in whole or in part, as a result of the District sending/receiving courses through the Distance Learning program.

C. Should the District require unit members to receive training for this program, the costs of any such required training will be borne by the District. If such training occurs outside the normal work day/year, the District agrees to pay an hourly rate equivalent to the in-service rate of pay.

D. A bipartisan task force made up of District and Association representatives will periodically review this program and, if necessary, make recommendations for the modification of this agreement.

II. Transmitting

A. Participation in the program as an instructor will be strictly voluntary.

B. The time of the transmission will be determined by the District, within the normal confines (starting and ending time) of the daily schedule of classes. If the transmission schedule conflicts with these times, either the teacher's daily schedule will be adjusted to reflect compensatory time or the teacher will receive prorated hourly pay equivalent to the in-service rate of pay.

C. The teacher shall not have responsibility to maintain or repair any equipment used in transmitting the lesson or any equipment used in responding to the inquiries of those receiving the broadcast. Operational responsibilities shall be minimal and appropriate training provided.

D. All grading of school work and tests shall be done in this district by the transmitting teacher who will cooperate with a designated person in the receiving school(s) for these purposes. If the grades need to be translated into a different system to agree with the receiving school's system, that shall not be the responsibility of the transmitting teacher. The transmitting teacher will send grades to the receiving school at the time, and in the manner, when he/she turns in grades in this district.

E. The teacher shall not be required to attend any functions in the receiving school district(s), but will be available to receiving school students and parents in this district. (As an example, the out-of-district parents will be invited to Open House in the same manner as parents in this district, and the transmitting teachers will not be required to attend the receiving school's Open House.) The transmitting teacher and the receiving district may make mutually acceptable arrangements including compensation, if necessary, for attendance at such functions beyond the limits as described above.

F. Any audio-visual tapes of the classes made in this district are the property of the district and the district may make such tapes available for the teacher's professional, non-commercial use.

G. The calendar of this district shall be used for each course being transmitted.

III. Receiving

A. There shall be no subcontracting for any course currently being taught (or previously taught if there is a former employee on the recall list) without mutual consent of the parties.

B. A bargaining unit member may be assigned to the receiving class to provide assistance to the students and be available to operate cameras or other equipment and be available to liaison with the transmitting teacher. Maintenance of equipment shall not be his/her responsibility.

C. Attendance of a unit member at meetings in the transmitting school shall not be required. The unit member and the district may make mutually acceptable arrangements including compensation, if necessary, for attendance at any such meetings.

D. Assignment of a bargaining unit member to a receiving class shall count in the unit member's normal load in accordance with this agreement.

ARTICLE VI - LEAVES

A. Child Rearing Leave

1. Child rearing leave will be given to any full-time unit member upon request. Such leave may begin at any time during the nine (9) months prior to the

anticipated birth or adoption of the child but in no case later than one (1) year after the birth or adoption.

2. Unit members requesting child rearing leave shall notify the Superintendent in writing of the intent to take such leave and of the length of the leave, and, except in cases of emergency, shall give at least thirty (30) days notice prior to the date on which the leave is to begin.

3. Unpaid child rearing leave shall not exceed one (1) year, plus the remainder of the semester during which the leave begins. The unit member's date of return shall be no later than the middle of a marking period unless by mutual agreement of the unit member and the District.

4. In the case of adoption or an employee other than the expectant mother requesting child-rearing leave, the employee may use his/her sick leave to a maximum of thirty (30) days. Beyond this time, sick leave may not be used during unpaid child rearing leave, nor will the District pay the unit member's health insurance premiums during unpaid child rearing leave, except as required under the Family and Medical Leave Act. The unit member may continue enrollment in the health insurance plan beyond this time by self-payment of the premiums.

5. Time spent on unpaid child rearing leave will not count toward tenure for probationary unit members.

6. A unit member who has been on the payroll half of the school year (one complete semester) or more, prior to taking unpaid child rearing leave, shall have fulfilled the requirements for a year's service for the purpose of advancement on the salary schedule. Any other time spent on child rearing leave shall not be credited for salary schedule purposes.

7. Unless the unit member and Superintendent of Schools agree otherwise, the unit member will return to his/her previous position upon termination of the leave or to a position that he/she would have been assigned had the leave not occurred.

B. Personal Leave

Unit members shall be entitled to four (4) personal days per school year. Notification shall be given to the District at least forty-eight (48) hours in advance, except in emergency situations.

Personal leave days may not be taken immediately preceding or immediately following a school break, except under extraordinary circumstances and with the written approval of the Superintendent of Schools.

Personal leave may be used for illness in the immediate family provided the ten (10) days granted in the sick leave policy have been used for such purpose.

Unused personal leave at the end of each school year will be added to accumulated sick leave.

In the event of extended unit member illness in which sick leave is exhausted, unused personal leave may be used as sick leave.

C. Leave of Absence

Unpaid leaves of absence may be granted by the Board upon the recommendation of the Superintendent for periods of time of not less than thirty (30) days nor more than one (1) year.

During an unpaid leave the District will not pay the unit member's health insurance premiums; however, the unit member may continue enrollment in the health insurance plan by paying the premiums.

No fringe benefits will be paid and there will be no sick leave accumulated during an unpaid leave; however, the unit member shall retain previously accumulated sick leave.

For a year during which unpaid leave is taken to count for the purpose of advancement on the salary schedule the unit member must have taught at least one full semester during the year.

Unpaid leaves of absence for periods of time of less than thirty (30) days may be, but need not be, granted upon request at the sole discretion of the Superintendent.

D. Sick Leave

1. Unit members shall be entitled to fourteen (14) days sick leave each year with pay, with any unused days cumulative to a total of two hundred (200) days.

2. Sick leave includes personal illness and illness or death in the immediate family.

   a. Immediate family includes husband, wife, son, daughter, sister, brother, parents, and in-laws in the above categories.

   b. A maximum of ten (10) days per year may be utilized for serious illness, or death in the immediate family. If more than five (5) consecutive days are taken, a doctor's letter may have to be submitted.

3. A newly appointed unit member will not receive sick leave benefits until such time as he/she has completed at least one day's employment.

4. The Board of Education may require a doctor's certificate as proof of illness.

5. A unit member who has begun a maternity leave of absence is not entitled to sick leave while on the leave of absence. She is entitled to utilize sick leave for pregnancy related disability while not on leave of absence. As with any other illness, the District may request a written statement from the unit member's physician for any sick leave taken for disability, and the school physician may confer with the physician supplying the statement.

6. A day of absence will be deducted from a unit member's sick leave, regardless of whether or not a substitute is hired.

7. Court attendance for jury duty will be excusable, and the employee will be paid the difference between his/her salary and that received for jury duty.

8. A retiring unit member will receive $50.00 per day for unused sick leave. Pay for such leave will be made in the same manner as the longevity increment (see Article XIV, Section G).

9. Sick leave will not be charged to a unit member during the first sixty (60) days of absence due to job-related accidents or injuries. Thereafter, sick leave will be charged. The unit member must apply for workers' compensation. If he/she receives workers' compensation payments, then he/she shall return compensation payments to the District or be paid the difference between his/her salary and compensation payments.

10. Unit members who have accumulated between one hundred eighty-seven (187) and two hundred (200) days of unused sick leave at the end of the school year will be credited with the contractual fourteen (14) days at the beginning of the following school year. The total number of days, including any over two hundred (200), will be reported in the same manner as days are reported to other unit members. If, at the end of the school year, the member has more than two hundred (200) unused days, the member may choose to donate those days to the Sick Leave Bank as per Article VI, E, t, below. In no case will unit members carry over more than two hundred (200) days to the following school year.

E. <u>Sick Leave Bank</u>

The sole purpose of the Sick Leave Bank is to provide additional sick leave to any member who has exhausted his/her own sick leave and requires additional days due to an unplanned, prolonged or catastrophic illness.

The Sick Leave Bank is not intended to cover medical situations such as elective surgery, cosmetic surgery, uncomplicated maternity disability, child rearing leave, minor illnesses/disabilities of any kind.

Notwithstanding the foregoing, the committee shall have the authority to grant days in any situation it deems to be totally unique and of an emergency nature. The committee may grant days as it deems appropriate and may attach whatever conditions necessary. Each committee decision shall be a majority decision, and all decisions are final. It is understood that the final decisions of the committee shall **not** be subject to the grievance procedure.

The Sick Leave Bank shall be administered by the guidelines below.

1. The Hermon-DeKalb Teachers' Association shall be solely and totally responsible for the operation and enforcement of the bank, and for maintaining all pertinent records.

2. The Association shall be responsible for transmitting accurate, up-to-date records on a monthly basis of bank activity to the appropriate school official. Additionally the Association shall provide the District with a copy of its regulations for the Sick Leave Bank and will keep the District informed of any changes.

3. Any dispute involving operation of the bank shall be the sole responsibility of the Association and is specifically excluded from the grievance procedure of the agreement.

4. The Sick Leave Bank will be administered by a committee that will consist of five members of the Association. These members will include one teacher from each of the following areas: Pre-K-2nd, 3rd-5th, 6th-8th, 9th-12th, and special areas.

5. Conditions

    a. The bank is open to all unit members. Any member who elects to delay entering the bank will have to donate the same number of days as has been donated by a member who joined the bank at the first opportunity afforded the member.

    b. Prospective members will apply for membership by notifying the committee in writing.

    c. The deadline for application for membership is September 30th of each school year.

d. Members will donate five days at the time of joining.

e. Membership may be terminated by notifying the committee in writing. If an employee terminates membership, he/she shall be ineligible to rejoin.

f. Membership may be continued each year without reapplication.

g. Days donated are non-refundable.

h. Only members of the bank are eligible to draw benefits.

I. A member may draw from the Sick Leave Bank after that member has exhausted personal sick leave.

j. A member making an appeal for days will apply in writing and may meet with the committee, if necessary, to determine whether sick leave will be granted.

k. When a member makes an appeal for sick leave, the committee will respond in writing within four days after the request has been made.

l. The committee will require a physician's statement in response to an appeal for sick leave and before the granting of possible benefits.

m. Sick leave days requested are for the member's personal illness only.

n. Days granted to a member do not have to be returned; days granted and <u>not</u> used must be returned to the bank.

o. Maximum benefits will be calculated based upon the following information:

--- Date of entry into sick bank
--- Pro-rated employment rate (i.e., FTE, .5 FTE, etc.)

Utilization of the sick leave bank by a member will be determined by the number of years the unit member has been a member of the sick leave bank as follows:

Level	Sick Bank Membership	Workdays
I	Less than 6 years	20
II	6-10 years	40
III	11+ years	60

If the maximum number of days are used application must be made to re-enter the sick bank at Level I.

p. Benefits will apply only to days on which members would normally have been paid.

q. If the bank should fall below 150 days, the committee may draw two additional days from each member to resupply the bank. Such action will be taken only once in any school year.

r. Recommendations for changes and/or interpretations will be made by the committee and are subject to the approval of the Association.

s. The rules and regulations of the bank may be changed upon the recommendation of the committee and concurrence of the Teachers' Association and the Board of Education.

t. Any unit member whose new annual allotment of 14 sick days would result in an excess of the maximum 200 days may donate up to 10 of those sick days which would otherwise be lost to the sick bank.

u. All information shall be held in the strictest confidence.

v. Any member of the sick leave bank who is granted the use of 5 or more sick days from the bank within any one school year period, shall donate 2 days of sick leave to the bank in the next school year and 3 days of sick leave to the bank in the following school year.

F. Sabbatical Leave

1. Sabbatical leave, upon the recommendation of the Superintendent may be granted by the Board of Education for one-half year at full pay or one full year at half pay to a unit member on tenure with seven or more years of local service.

2. Application for a sabbatical leave shall be submitted in writing prior to April 1st of each year for the following school year. The application must contain a detailed outline of the program of educational, travel, teaching, or employment experience that is to be undertaken during sabbatical leave together with a statement showing how this program will improve the instruction at the Hermon-DeKalb Central School. This leave cannot be granted for the purpose of engaging in a gainful occupation or study for another trade or profession.

3. Sabbatical leave shall not be granted to more than two (2) unit members at any one time and no unit member may be granted a sabbatical leave more than once in any seven (7) year period.

4. When more applications are received than are available openings, a selection committee, consisting of two (2) members of the Board of Education, the Superintendent, and two (2) members appointed by the Association will recommend their first and second choices for sabbatical leave on the basis of length of service, benefit to the School District, benefit to the unit member, and distribution of such leaves among the secondary, elementary and special education unit members. Sabbatical selection committee shall make its award known to the staff not later than the first day of May in the school year preceding the year of leave.

5. Salary paid during this sabbatical will be considered as a loan and a note executed by the unit member to the Board of Education evidencing this loan shall be made. This loan shall be treated as paid in full upon the completion of one full year of service to the Hermon-DeKalb School District following such leave. Termination of employment prior to the end of such year of service after the completion of sabbatical leave shall cause the loan to be due in full, payable immediately.

6. Contributions to health insurance, retirement and other fringe benefits shall continue without interruption during the period of leave, except that sick leave will not accumulate during this one (1) year period, and, further, except that the unit member's accumulated sick leave will remain intact during the leave period. Upon return to duty the unit member shall receive any such other benefits as have been negotiated during his/her leave.

G. The Association will be granted up to ten (10) days per school year for Association business and three (3) additional days shall be made available for attendance of two (2) Association representatives at a second Committee of 100 meeting upon request, subject to the following conditions:

1. The leave may be used only for the following purposes:

   a. Attendance at NYSUT or AFT state or national conventions;

   b. Participation and/or attendance at PERB or arbitration hearings; and,

   c. Attendance at union workshops, provided that such workshops in no way pertain to negotiations or litigation training.

2. The Association must provide the Superintendent with at least forty-eight (48) hours notice prior to an Association day.

3. Absences must not conflict with the educational process. Should a disagreement arise concerning whether there would be a conflict with the educational process, the unit member shall act consistent with the Superintendent's decision.

4. The Association shall reimburse the District for the cost of a substitute for each Association day used.

ARTICLE VII - GRIEVANCE PROCEDURE

The establishment and maintenance of a harmonious and cooperative relationship between the Administrator and the unit members of the Hermon-DeKalb Central School is essential to the operation of the school. The purpose of this procedure is to secure, at the most immediate possible administrative level, an equitable solution to any alleged grievance, free from coercion, interference, restraint, discrimination or reprisal, affording to the Board of Education and the unit members, an adequate opportunity to dispose of any difference without the necessity of time consuming costly proceedings before administrative agencies or through legally established court procedures.

Section 1

Definition. A grievance is an alleged violation or misinterpretation of the express provisions of this Agreement. A grievance shall be deemed waived unless a written grievance is filed at the first available stage within thirty (30) school days after the unit member knew or should have known of the act or condition upon which the grievance is based.

When more than one (1) unit member may be affected by alleged identical grievance any affected unit member may file a grievance on behalf of those affected.

Section 2

Stage 1 - Supervisor

1. An aggrieved unit member shall discuss the grievance with his/her immediate supervisor, either directly or through a representative, attempting to resolve the matter on an informal basis. Supervisor shall confer with all parties in interest, but will not give any consideration to any statements offered by or on behalf of any party in interest unless such statement has been made in the presence of the aggrieved party or his/her representative.

2. If the grievance is not resolved informally, the aggrieved party or his/her representative(s) will present the same in writing to the immediate supervisor. Within two (2) school days after such written statement is presented, the supervisor shall, without further consultation with the aggrieved party or any

other party in interest, render a decision, in writing, and present the same to the unit member, his/her representative(s) and/or the Association.

Stage 2 - Chief School Administrator

1. If the matter is not satisfactorily determined by the written decision set forth in Stage 1, the unit member may proceed, within five (5) school days, by presenting the grievance to the Grievance Committee of the Association for consideration.

2. A written appeal shall be filed by the Association on behalf of the unit member with the Administrator within twenty (20) school days after receipt of the written decision in Stage 1.

3. Within three (3) school days after receipt of such appeal, the Administrator, or his/her duly authorized representative, shall hold a hearing with the unit member, his/her representative(s), and the Grievance Committee of the Association.

4. The Administrator shall render a decision, in writing, to the unit member, his/her representative(s) and the Grievance Committee within five (5) school days after the conclusion of any hearing.

Stage 3 - Board of Education

1. All written statements and records in the matter, in the event the issue or the grievance has not been settled, shall be submitted to the Clerk of the Board of Education by the unit member, his/her representative(s), or the Grievance Committee within fifteen (15) days after receiving the decision rendered by the Administrator if such decision does not meet with approval. The Board of Education may hold a hearing, in order to obtain further information regarding the matter and after receiving the written reports, and holding a hearing if the same be necessary, the Board shall render final decision within ten (10) school days or not later than the next regular meeting thereafter whichever is later.

Stage 4 - Arbitration

1. After procedures have been followed as set forth in Stage 3, if the unit member and/or representative(s) and/or Association do not agree with a decision and it is determined by the Association that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) school days of the decision in Stage 3.

2. Within five (5) school days after such written notice of submission to arbitration, the Board of Education and the Association will agree upon a

mutually acceptable arbitrator competent in the area of the grievance and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within ten (10) days, a request will be made to American Arbitration Association for the supplying of such an arbitrator and will follow their rules and procedures.

3. The selected arbitrator will hear the matter promptly and will issue a decision not later than fourteen (14) calendar days from the date of the close of the hearing, or if oral hearings have been waived, from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.

4. The decision of the arbitrator shall be binding except that the arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall strictly construe the time limit to file a grievance.

5. The cost of services of the arbitrator will be borne equally by the School District and the Association.

ARTICLE VIII - GENERAL PROVISIONS

A. One bulletin board and one set of bookshelves in the teachers' room are reserved for the Association communications exclusively.

B. Notice by the first of June of the subject and grade assignment for the coming school year will be given. Notices of any changes after that date must be immediately given after the changes are determined. Unit members planning to leave the District should give immediate notice.

C. Changing Area. Tenured unit members, upon changing tenure areas at the request of Administration will be granted the option of returning to the former position at his/her request with tenure.

D. Vacancies. Vacancies, which occur during the school year, shall be immediately announced to all unit members. Any unit member desiring to apply for a vacancy must do so within one (1) week of notification of said vacancy. Any unit member changing tenure area will continue to receive years of credited service for salary purposes.

E. Normal School Day. A normal school day shall be defined as the time between unit member arrival and departure. A normal day shall be 7½ hours, from 7:50 a.m. to 3:20 p.m., or until scheduled staff meetings are concluded.

F. Health Insurance. The District will provide for unit member's health insurance (St. Lawrence-Lewis Counties School District Employees' Medical Plan) as amended by Riders 5 and 6 at the rate of 88% for individual or two-person plans and 88% for family plans. The unit member shall pay the remaining percentage through payroll deduction.

Unit members may elect a cash payment in lieu of the health insurances described above under the following conditions:

—Any unit member who is unmarried or whose spouse is not employed by a school District in the consortium shall receive $1,000 if they voluntarily forego the insurance coverage.

The $1,000 shall be paid at the end of the school year in a separate check. Should the status of any of the people in the foregoing situation change due to death, addition of a dependent, divorce or marriage, they may obtain coverage during such window period(s) as are set by the carrier; however, their portion of the $1,000 shall be pro-rated according to how long they complied with the above.

The District will provide for retired unit members' health insurance for all retirees (past, present, future) at the rate of 75% of an individual or two-person plan or 50% of a family plan.

G. Dental Insurance. The District will allocate $175.00 per unit member for the establishment of a group dental plan. In the event a health insurance plan, comparable to the one presently provided, can be obtained along with a dental plan, such a plan will be granted upon request of the Association. It is agreed that such a plan will not cost more than $175.00 per unit member above the current health insurance plan when such a change is implemented.

H. A substitute will be hired, when available from the substitute list, in the case where a unit member is absent one-half day or more when enough time is available to secure the substitute.

I. The regular elementary schedule, including all specials, will be followed the first three (3) days of the last five (5) student days in June.

J. Unused Emergency Days. All unused emergency days in excess of 182 days shall be used as vacation days and shall be added to a scheduled spring vacation (including Memorial Day). If the 182nd day is not required as an emergency closing day, elementary students will not be required to attend the last scheduled day in June. Bargaining unit members will attend and use the day for end-of-year responsibilities.

K. NYSUT Benefit Trust. The Administrator will direct the fiscal officer of the District to deduct from the salaries of those unit members participating in the Trust an amount

authorized by said unit members on NYSUT Benefit Trust forms. These deductions will commence on the second pay period of the school year and will continue for twenty (20) consecutive pay periods in a school year. It is understood that the authorization may be amended or withdrawn at the discretion of the unit member. The monies deducted will be forwarded to the NYSUT Benefit Trust by the fiscal officer.

L. Professional Courtesy. Children of unit members living outside of the District may attend Hermon-DeKalb Central School tuition free.

M. Mentor-Teacher Program. The Labor Management Committee will prepare a recommendation for a mentor-teacher program for adoption by the Association and the District.

N. The Hermon-DeKalb Labor Management Committee's purpose is to promote communication and understanding among the Board of Education/Administration and faculty. The Labor Management Committee shall have ten (10) members, five (5) from the Board of Education/Administration and five (5) from the Teachers' Association. The Committee shall formulate a set of procedures for its operations.

O. Resource and Support Grant Criteria

1. $4,000.00 will be budgeted each year for Resource and Support Grants. There will be no carry-over from year-to-year.

2. $2,000.00 will be allotted per semester. First semester monies can be carried over to the second semester.

3. Grants should be new or innovative projects or initiatives that are not presently being done.

4. Grants could be used to extend or expand an existing program.

5. Expenditures should be for items not requisitioned through the regular budget process.

6. A field trip would have to support a new or innovative project or initiative. A review committee consisting of one elementary teacher, one secondary teacher and the Superintendent shall determine the recipients of the grants.

P. The District shall maintain a flexible spending plan pursuant to IRS 125 regulations. The administrative costs of the program will be borne by the District.

ARTICLE IX - UNIT MEMBER RESPONSIBILITIES

The responsibilities of unit members in this District will include the following:

A. To furnish the necessary instructional services in accordance with the officially adopted school calendar.

B. To maintain, and have available in their rooms, short-range and long-range lesson plans.

C. To perform after school hours such work as may be needed to plan for teaching and to evaluate student progress.

D. To cooperate with the Administration in the development of curricular improvements in the school system.

E. To cooperate with the Administration in investigating and experimenting with methods by which a more effective utilization of the instructional staff may be accomplished.

F. To prepare and submit any reports or information which may be requested by the Administration.

G. To make themselves available for conferences with parents. At the request of the unit member, a third party will be present at such a conference. Effective with the 2002-03 school year, parent-teacher conferences will be held in the fall and again in the spring. Whenever possible, parent-teacher conferences will not be scheduled on the same day as any statewide test is scheduled.

H. To make themselves available for consultation with students.

I. To supervise school sponsored student activities that are clearly related to the educational program of the school such as:

   1. instructional program during the school day

   2. concerts

ARTICLE X - UNIT MEMBER EVALUATION

The parties agree that they are conducting negotiations concerning the Annual Professional Performance Review (APPR) and any provisions of the collective bargaining agreement relating to the APPR, in order to be in compliance with Chapter 103 of the Law of 2010. Any

agreement resulting from such negotiations shall be subject to ratification by the Board of Education and the membership of the Association.

Purposes of Unit Member Evaluation

The chief purposes for evaluating unit members:

1. to maintain a highly qualified, competent staff,

2. to promote his/her continuing development,

3. to permit a unit member to seek and receive supervisory assistance when needed, and

4. to enable the District to make informed decisions regarding employment of individual unit members.

Procedures for Unit Member Evaluation

A. The number of formal evaluations will vary according to the individual unit member's tenure status and to factors related to his/her growth. A probationary unit member's request for additional lesson evaluations in a school year may be arranged cooperatively between the unit member and building administrators.

B. Probationary unit members shall be observed and evaluated a minimum of three (3) times per year. At least two (2) observations shall take place prior to January 15th. Final observations shall be completed in order to allow sufficient time for formal notification of continued or terminated employment, as required by education law.

C. One of the evaluations required by (B) above (either the first or the second) will be preceded by a pre-conference at which the unit member's plans for the lesson are to be discussed. A formal classroom observation will follow and will cover a complete lesson or class period. This will be followed within five (5) school days by a post conference during which the lesson will be evaluated and the evaluation discussed. The written report of the observation and evaluation is to be signed by both the evaluator and the unit member. The unit member's signature does not indicate agreement with the evaluation. It only indicates that a conference was held and the unit member received a copy of the evaluation. The unit member may file a written comment on the observation and evaluation within ten (10) school days. This will be attached to the evaluation and become part of his/her personnel file.

D. No tenured unit member will be disciplined, discharged or reduced in rank without just cause. Should such an action be taken with regard to a tenured unit member, the unit member may either take a grievance to arbitration or avail himself/herself of a tenure

panel hearing. The selection of one of these forums shall be a bar to access to the other.

E. Nothing in this evaluation procedure is to be interpreted as limiting the right of the Administration to evaluate the performance of a unit member with regard to non-instructional responsibilities. Any such evaluations shall be subject to post-evaluation conference procedures and an opportunity for the unit member to respond.

F. Administrators who evaluate coaches will use the agreed upon form and will attend at least one (1) full practice and one (1) full game prior to completing the evaluation.

ARTICLE XI - PERSONNEL FOLDER

A. Unit members shall have the right, upon request, to review the contents of their personnel file in the presence of a representative of the Administrator with the exception of confidential material gathered prior to initial employment. The unit member may elect to have an additional witness of his or her own choosing. Any material resulting from any event or occurrence involving a unit member that is to be available to the Board of Education is to be reduced to writing and placed in such file. The unit member shall receive a copy of the material at the time it is placed in his/her file. No material shall be placed in a unit member's personnel folder until and unless the unit member has affixed his/her signature to the material. Such signature indicates only that the unit member has seen the material.

B. Unit members shall have the right to insert written explanation or response to material in their personnel file. Such explanation shall be delivered to the Administrator within ten (10) school days after the unit member has received a copy of the material referred to in paragraph A above.

C. For each unit member there shall be only one official personnel folder maintained by the District. Such folder is subject to the conditions of paragraphs A and B above. This folder will be the exclusive repository for all official unit member evaluations and material relating to the unit member's employment record.

D. Materials that are inaccurate, misleading, or inappropriate shall be removed from the personnel folder. Disagreements over whether material is inaccurate, misleading, or inappropriate are subject to the grievance procedure and shall be raised in a timely fashion.

E. Material must be placed in the personnel folder within thirty (30) days of the event or occurrence giving rise to the material or with thirty (30) days after the District knew or should have known of such event or occurrence.

ARTICLE XII - ASSOCIATION BUSINESS

A. The Association has the right to transact Association business during the school day as long as it does not interfere with the education process.

Should a disagreement arise concerning whether there is an interference with the educational process, the unit member shall act consistent with the Superintendent's decision. An arbitrator shall be limited to the question, "Was the Superintendent's decision reasonable?"

B. Whenever possible, the Association President will be released during the first one-half hour of the school day.

ARTICLE XIII - EXTRA-CURRICULAR ASSIGNMENTS

A. Unit members have a responsibility to pupils in the extra-curricular area.

All extra curricular assignments listed below will be filled with unit members who apply for such assignments. If there are no unit member applicants then individuals from outside the unit may be solicited.

On bus chaperoning, unit members will be given first opportunity to apply at $19.90 per event. If there are no applicants, then outsiders may be solicited.

B. Compensation for the following extra-curricular assignments when or where mandated and funded by the Board of Education will be paid at the following percentage of Index 1 of the Salary Schedule in Article XIV rounded to the nearest full dollar:

Yearbook	3.6
Central Treasurer	3.6
Senior Advisor	3.6
Junior Advisor	2.5
Sophomore Advisor	1.3
Freshman Advisor	1.3
Drama Advisor	2.7
Student Council	1.8
Newspaper	2.9
National Honor Society	1.8
Middle School Advisor	1.8
Color Guard	3.5
Boys Varsity Soccer	8.9
Girls Varsity Soccer	8.9
Girls Junior Varsity Soccer	5.3
Modified Soccer	5.3
Boys Varsity Basketball	11.2

Girls Varsity Basketball	11.2
Boys Junior Varsity Basketball	7.7
Girls Junior Varsity Basketball	7.7
Boys Modified Basketball	5.3
Girls Modified Basketball	5.3
Basketball 4, 5, 6	3.1
Boys Varsity Wrestling	11.2
Boys Junior Varsity Wrestling	7.6
Boys Junior High Wrestling	6.2
Wrestling 4, 5, 6	3.1
Boys Varsity Baseball	8.9
Girls Varsity Softball	8.9
Girls Junior Varsity Softball	5.0
Modified Softball	5.3
Boys Modified Baseball	5.3
Boys Varsity Volleyball	4.8
Girls Varsity Volleyball	4.8
Girls Junior Varsity Volleyball	3.8
Cheering Advisor	3.6
Scorers – Timers	0.15 (per game)
Ticket Takers	0.14 (per game)
Game Chaperones	0.14 (per game)
Gymnastics	0.84
Mock Trial	0.9
Key Club	1.0
Outing Club	0.94
Art Club	0.77
Whiz Quiz	0.77
Investment	0.77
Rock Ensemble	6.0
Jazz Band	6.0
Elementary Drama	2.7

C. Extra class duties, when voluntarily assumed, other than those cited under Article XIII A and B of this Agreement, are the responsibility of unit members as a part of their yearly duties.

ARTICLE XIV - SALARY AGREEMENT

A. Salary Schedule

INDEX	2011-12	2012-13	2013-14
1	38,147	38,351	38,936
2	38,880	39,101	39,686
3	39,615	39,852	40,436
4	40,729	40,605	41,189
5	41,456	41,747	41,942
6	42,527	42,492	43,084
7	43,039	43,590	43,829
8	44,412	44,115	44,927
9	45,084	45,522	45,452
10	46,160	46,211	46,859
11	46,901	47,314	47,548
12	47,666	48,073	48,651
13	48,527	48,858	49,411
14	49,476	49,740	50,195
15	50,356	50,713	51,077
16	51,301	51,615	52,050
17	52,357	52,583	52,952
18	53,267	53,666	53,921
19	54,194	54,599	55,003
20	55,334	55,549	55,936
21	56,355	56,717	56,886
22	57,348	57,764	58,054
23	58,379	58,782	59,101
24	59,504	59,838	60,119
25	60,530	60,991	61,176
26	61,724	62,043	62,329
27	62,989	63,267	63,380
28	64,638	64,564	64,604
29	65,460	66,254	65,901
30	67,054	67,096	67,591
31	68,335	68,730	68,434
32	69,015	70,043	70,067
33	69,694	70,740	71,380
34	71,180	71,436	72,077
35	72,491	72,959	72,773
36	73,638	74,303	74,297
37	74,685	75,479	75,640
38	75,651	76,552	76,816
39	76,831	77,542	77,889
40	77,686	78,752	78,879
41	78,868	79,628	80,089

1. Payment for graduate hours and degrees is in addition to the base salaries listed above.

B. No unit member currently at or below index 5 shall advance beyond index 5 unless permanently certified. No unit member not currently permanently certified shall advance an index without completing 6 approved graduate hours during each full year of employment, commencing February 1, 1978.

C. Index number on the salary schedule indicates salary, and does not necessarily coincide with years of credited service.

New employees will be placed on the salary schedule at an index equal to the amount of prior professional teaching experience which the District decides to credit.

For example, if a new employee has twelve (12) years of prior professional teaching experience, the District may hire that employee anywhere between index 1 and index 13, but no higher.

Only new employees who are permanently certified prior to the date they begin employment in the District may be credited with more than five (5) years prior teaching experience and given an initial salary schedule placement above index 6.

D. Master Degree: $250.

E. Unit members completing approved credit will receive an increase in salary of $30.00 for each hour completed up to maximum of ninety (90) hours. Approved credit is defined as graduate credit in the field of education in areas directly related to the unit member's assignment in the District or in the subject area or teaching assignment of the unit member, or undergraduate or graduate credit in a new certification area if the District requests a member in writing to attain a new certification.

F. Salary adjustments for D and E, above, shall occur at the beginning of the semester following receipt of proof of eligibility.

G. Any bargaining unit member with fifteen (15) or more years of service in the Hermon-DeKalb Central School District may apply for a onetime longevity increment. Such application must be filed with the Superintendent on or before April 1* of the year preceding the member's anticipated initial* eligibility for retirement under the guidelines of the New York State Teachers' Retirement System, and must clearly indicate an intention to resign at the end of the following school year. The aforementioned length of service requirement or the retirement requirement may be waived if the bargaining unit member retires due to a disability as defined by the NYSTRS or by another recognized state or federal retirement system. Upon notification by the Board of his/her successful application, which notification must be made by April 1*, the member will submit a formal, irrevocable letter of resignation to

the Superintendent on or before September 1*. The longevity increment of $16,000 for teachers and $5,000 for teaching assistants (to be prorated for a part-time unit member) will be paid as an Employer 403(b) non-elective contribution. Said contribution shall be deposited by the District as soon as administratively possible commencing with the year of retirement.

**Any unit member who plans to retire effective July 1, 2012, may submit both the notification and the irrevocable letter of retirement on or before November 1, 2011, to be eligible for the longevity increment, whether or not it is the unit member's initial eligibility for retirement. Any unit member who plans to retire effective July 1, 2013, may submit both the notification and the irrevocable letter of retirement on or before November 1, 2012, to be eligible for the longevity increment, whether or not it is the unit member's initial eligibility for retirement. Thereafter, these notification and eligibility waivers will not be available to unit members.*

Employer 403(b) Non-Elective contributions shall be contributed in accordance with, and subject to the following conditions:

1. **No Cash Option** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.

2. **Contribution Limitations** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

   In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

   a. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 19711, the Employer

[1] **Explanation for TRS Categories:** Under *Education Law* § 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC §415.

The final average salary of all other members of the TRS (*i.e.* all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer's post-retirement

shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the Internal Revenue Code are fully met through payment of the Employer's Non-Elective Contribution; and

b. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the Internal Revenue Code.

3. **403(b) Accounts** Employer contributions shall be deposited into the mutually agreed upon 403(b) provider, currently ING Life Insurance and Annuity Company, in the name of the employee. If ING is no longer accepting employer non-elective contributions per this agreement, the Employer and the Association shall agree upon an alternative 403(b) provider to receive such contributions.

4. **Tier I Adjustments** Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.

5. This section shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.

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payment into the employee's 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous for those member.

6. This section shall further be subject to the approval of the 403(b) Provider, which shall review the CBA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the Internal Revenue Code. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.

7. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.

H. Payment for In-Service Courses

1. Members are eligible for in-service course credit for attendance at in-service courses offered outside of the normal teaching day if the course has been approved by the Superintendent for attendance.

2. Fifteen (15) hours of attendance in an approved in-service program shall be deemed the equivalent of one (1) graduate credit and shall be payable at the same rate as graduate credit. A certificate of completion of the course shall be submitted to the District to verify attendance and to receive credit for the course.

3. Pay for in-service credits shall accrue only to a maximum of 90 hours.

4. If the District pays expenses for conference attendance, even if outside normal working hours, the member shall not be eligible for in-service credits.

ARTICLE XV – UNIT MEMBER DISCIPLINE

In situations where the District believes it has cause under the tenure statutes, (i.e., for the same reasons) to discipline a tenured unit member, and the penalty sought is limited to a suspension without pay for a period not to exceed two (2) school days, the following procedure will apply:

A. The District shall present the member with a written statement of the charge giving rise to the perceived need for disciplinary action. A copy will also be sent to the Association President.

B. A meeting will be scheduled within five (5) school days between the member, Association representative(s) and representative(s) of the District. At this time the

charges will be discussed, and the member will be informed of the specific penalty sought by the District.

As a result of this meeting, the member shall elect to:

1. Accept the penalty sought, or a modification thereof, in which case the penalty will be imposed and a record thereof placed in the member's personnel file, at which point the matter will be considered resolved.

2. Contest the charges and/or the proposed penalty and proceed as quickly as possible to arbitration under the terms of this Agreement. The parties agree to submit to the arbitrator only the issue in question, and shall charge the arbitrator with responsibility for reaching a determination solely on the basis of the charges presented. The arbitrator shall decide only whether or not the charges are substantiated and he/she shall apply the same criteria that would be applied in 3020-a proceeding.

   If the charges are substantiated, the arbitrator shall impose a penalty not to exceed the penalty sought by the District. The decision of the arbitrator shall be binding, with no appeal and the opinion and award shall become a part of the member's personnel file if the member is found guilty. Charges for the arbitration are to be borne by the District.

   If the member is exonerated, all references to the matter shall be deleted from his/her file.

   No action shall be taken by the District until the arbitrator's decision is received. (There shall be no suspension, material placed in the file, or any other form of discipline.)

3. Reject 1 and 2 (above), in which case the District's only option if it wishes to pursue the matter will be to proceed with 3020-a charges.

If the employee elects 1 or 2 then the employee is waiving his/her right to the 3020-a process.

The employee shall have ten (10) school days from the date of the meeting referred to in B (above) to notify the District in writing, of his/her decision. Unless the employee, in writing, requests an option as an alternative to the 3020-a process, it shall be presumed by the District that the employee has rejected any and all other options.

ARTICLE XVI - TEACHING ASSISTANTS

A. Duties of Teaching Assistants

A teaching assistant employed by the Hermon-DeKalb Central School shall have the duties and responsibilities outlined under Commissioner's Regulation §80-5.6(b).

B. The following provisions of this Agreement shall not apply to teaching assistants: Article V (E) - Visitation Days and Article VI (F) - Sabbatical Leaves.

C. Teaching Assistant Salary

Teaching assistants will be paid 50% of the teacher salary index. Teaching assistants will move on the schedule in the same manner as teachers.

Teaching Assistants who meet the requirements outlined in Commissioner's Regulations §80-5.6 will receive an additional wage increase of:

Level II - $500
Level III - $1,000
Pre-Professional - $1,500

New teaching assistants will be placed on the teacher salary schedule at an index equal to the amount of prior professional teaching assistant experience that the District decides to credit, in the same manner as teachers.

ARTICLE XVII - BOARD POLICY

All Board policies dealing with terms and conditions of employment, as defined by PERB, not specifically covered in this Agreement, remain in effect. Any part of this Agreement that contradicts Board policy supersedes said policy.

ARTICLE XVIII - IMPLEMENTATION AND AGREEMENT

The term of this Agreement is July 1, 2011 – June 30, 2014.

ARTICLE XIX - COMPLETION OF NEGOTIATIONS

The Administrator and the Association agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore agree that negotiations will not be reopened during the life of the Agreement except by mutual agreement.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Witness the due execution hereof.

Hermon-DeKalb Teachers' Association	Hermon-DeKalb Central School District
President	District Administrator
Secretary	President, Board of Education
Date: 10-3-2011	Date: 10-3-2011

APPENDIX A

St. Lawrence-Lewis Counties School District Employees Medical Plan Addendum to the Plan Document and Summary Plan Description

Rider 5

The Prescription Drug Benefits noted on pages 23 and 39 will be changed to reflect the following:

Retail Pharmacy (30 day supply only):

The covered person pays:	$10 per generic prescription
The covered person pays:	$20 per preferred brand name prescription
The covered person pays:	$30 per non-preferred brand name prescription

Mail-Order Pharmacy (90 day supply) (Maintenance Drugs Only):

The covered person pays:	$10 per generic prescription
The covered person pays:	$20 per preferred brand name prescription
The covered person pays:	$30 per non-preferred brand name prescription

These co-payments are capped for the base twelve month period at the following annual limits: $300 for an individual enrollment; $600 for a two-person enrollment; and, $900 for a family enrollment.

The designation of whether a prescription drug is preferred or non-preferred will be made by the Plan's Prescription Benefit Manager (currently ProAct). This listing will be distributed at least once each Plan Year. Changes to the designation will only be made four times each Plan Year by the Prescription Benefit Manager, and will not be subject to the direction of the Plan Administration, Board of Directors, or Consultant. Should the Plan's Prescription Benefit Manager be changed in the future, any new formulary will reflect tier designations that are equivalent or more favorable as an entire list to the employees, and all conditions of this clause will be binding.

The prescription drug co-payments and caps will be indexed and subject to change in the following manner: prescription drug co-payments and annual co-payment limits will increase in whole dollar amounts (e.g., $11/$22/$33 and $330/$660/$990, followed by $12/$24/$36 and $360/$720/$1,080) every time the annual cumulative per capita prescription drug costs of the Rider 5 covered persons increase by 10% over the base period per capita costs (the first twelve months of Rider 5 participation).

Prescription costs for Rider 5 participants will be totaled at the end of each month for the immediately preceding twelve month period and divided by the number of Rider 5 persons; said per capita amount must be at least 10% higher than the base period amount for the initial increase in co-pays and caps to occur, then 20% higher than the base period amount for the second increase to occur, etc.

Rider 6

The Co-Payments for the Medical Benefits noted on Pages 18 through 25 will be changed to reflect the following:

> All $10 co-payments referred to in the Benefit Summary Section will be changed to $15 with the exception of the Hospital Outpatient and Ambulatory Surgery Center Co-Payments which will be changed to $20.
>
> All $75 facility co-payments referred to in the Benefit Summary Section will be changed to $100.
>
> The $50 Emergency Room co-payment referred to the Benefit Summary will be changed to $75.

Memorandum of Agreement

between

Hermon-DeKalb Teachers' Association

and

Hermon-DeKalb Central School District

The Hermon-DeKalb Teachers' Association and the Hermon-DeKalb Central School District hereby agree to the following:

1. The footnote to Article XIV, Section G (page 25) of the parties' 2011-2014 collective bargaining agreement reads, in part:

   Any unit member who plans to retire effective July 1, 2012, may submit both the notification and the irrevocable letter of retirement on or before November 1, 2011, to be eligible for the longevity increment, whether or not it is the unit member's initial eligibility for retirement.

2. However, Ms. Deborah Martin will retire effective January 3, 2012 and the longevity increment will be deposited in Ms. Martin's 403(b) account following her retirement.

3. This is a one-time agreement and does not set precedent or prejudice either party in any way.

Adam E. Wentz 10/17/2011
Deborah L Rahy 10/17/2011
For the Association Date

ann m. adams 10/17/11
For the District Date