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Title: **Brushton-Moira Central School District and Brushton-Moira Teachers Association (2011) (MOA)**

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AGREEMENT

between the

BRUSHTON-MOIRA BOARD OF EDUCATION

and the

BRUSHTON-MOIRA TEACHERS' ASSOCIATION

JULY 1, 2011 TO JUNE 30, 2016

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ARTICLE I - RECOGNITION

- A. The Brushton-Moira Board of Education, having determined that the Brushton-Moira Teachers' Association is supported by a majority of the unit composed of all professional, certificated personnel, including the school nurse, psychologist, and guidance counselor and excluding the Superintendent of Schools, Elementary Principal, Director of Pupil Intervention Services and High School Principal hereby recognize the Brushton-Moira Teachers' Association as the exclusive negotiating agent for the professional employees in such unit.
- B. The Board agrees not to negotiate with any other teacher organization than the Association for the duration of this Agreement.

ARTICLE II - NEGOTIATION PROCEDURE

- A. It is contemplated that terms and conditions of employment as defined by the Public Employment Relations Board (PERB) provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public education process, it is likewise recognized that matters may from time to time arise which are of vital mutual concern to the parties. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly agree to cooperate in arranging meetings, furnishing information, and otherwise constructively considering and resolving any such matters.
- B. By no later than March 1 of the last year of the current contract, the parties will enter into good faith negotiations over a successor agreement. If such an agreement is not concluded by May 1, either party may request the use of mediation. The parties will seek a mutually acceptable mediator and will obtain a commitment from said mediator to serve. In case of mediation by a private person, the costs of such mediator shall be borne by the school district.

If the Board and Association are unable to agree on a mediator or are unable to obtain such commitment, the parties may request the State Public Employment Relations Board to assist. If the parties retain a private mediator and have not reached agreement by June 1, either party may request the State Public Employment Relations Board to assist the parties to reach agreement. Such mediation and fact-finding will be governed by the provisions of Section 209 of the Civil Service Law.

- C. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or without the school district. While no final agreement shall be executed without final ratification by the Association and the Board, the parties

mutually pledge that their representatives consider proposals, and reach compromises in the course of negotiations.

D. Ground Rules and Negotiating

1. Date, time and place for meetings should be agreeable to both negotiating teams:
 - a. Meetings shall be closed and private.
 - b. Meetings should not be the same night as regular school board meetings.
 - c. At close of meetings, date, time, place and purpose of the next meeting should be set.
 - d. In the event of postponement, it is the duty of the postponing team to reschedule the meeting within the ensuing week. Arrangements for postponing and rescheduling of the meeting shall be through the respective spokesmen.
2. Establish effective authority of both negotiating teams to reach agreement:
 - a. Members of both teams should remain the same for the full period of negotiations. One alternate will be acceptable as a member of the team in extenuating circumstances.
 - b. Each team will notify the other of the names of its members and spokesmen.
 - c. Communications between the two teams will be through the Board member negotiators and the Association spokesmen.
 - d. Members of both teams are understood to have powers to negotiate, in the fullest sense of the word. Powers shall be interpreted to mean that members of both teams may make decisions on issues which arise at negotiating meetings. Items agreed to may be reconsidered by mutual agreement.
3. Agreement between the two teams as to negotiating procedures.
 - a. Both parties reserve rights to use experts and consultants to speak only at the discretion of the spokesman or as spokesman.

- b. Both parties reserve the right to recess for a reasonable length of time.
 - c. Both parties agree to a 2½ hour time limit for a negotiations meeting.
4. By mutual agreement, negotiations may be reopened at any time to deal with unexpected situations.

ARTICLE III - LEAVES

A. Sick and Personal Leave

1. There will be total of fifteen (15) days leave granted each teacher per year for all purposes. Leave not used will be accumulated to a total of two hundred seventy (270) days. Not more than five (5) days leave per tenure teacher will be taken in any one school year for personal reasons with no restrictions; provided, however, personal leave may not be used to extend holidays or vacations. In rare and unusual circumstances, two (2) days of personal leave could be taken before or after a vacation for a graduation, wedding, or significant event in the immediate family, when the request was submitted at least ten (10) days in advance with prior approval of the Superintendent in consultation with the Association President. The remaining days may be used for personal illness or for illness in the teacher's immediate family. Up to five (5) leave days may be used for bereavement leave at the time of the death of a member of the teacher's immediate family and charged as sick leave.
2. Newly-hired probationary teachers shall be granted twelve (12) days leave per year for all purposes. Leave not used shall accumulate. Not more than three (3) days leave per probationary teacher may be taken in any one school year for personal reasons with no restrictions; provided, however, personal leave may not be used to extend holidays or vacations. In rare and unusual circumstances, two (2) days of personal leave could be taken before or after a vacation for a graduation, wedding, or significant event in the immediate family, when the request was submitted at least ten (10) days in advance with prior approval of the Superintendent in consultation with the Association President. The remaining days may be used for personal illness or for illness in the teacher's immediate family. Up to five (5) leave days may be used for bereavement leave at the time of the death of a member of a teacher's immediate family and charged as sick leave.
3. Additional days for family illness shall be available to teachers upon board approval.

4. Sick leave days may be used for appointments with dentists or physicians; however, personal leave must be used for other types of appointments.
5. Not more than five (5) teachers will be on personal leave at any one time. An additional personal leave (6th) will be held in reserve for emergencies. The Superintendent and the Association President will mutually administer this policy.
6. Absence from duty (part of a day) will be charged in an accumulated manner in units not less than five minutes.
7. Whenever teachers are absent from school as a result of a compensable personal injury caused by an accident or assault arising out of, or in the cause of their employment, they shall be paid their full salary for a total of not to exceed 26 weeks. Monies received from compensation insurance shall be deducted. The total money received shall not exceed the contract salary.
8. No part of such absence will be charged to annual or accumulated leave provided Workers' Compensation is granted.
9. Nothing herein contained shall be construed as to deprive the District of the right to reimbursement to the extent of its payments to the teacher as provided by the Workers' Compensation law or to recover such payments from the procurer of a third party action.
10. The Board further agrees to assume financial responsibility for any expense incurred by the teacher as a direct result of said accident or assault over and above reimbursement through insurance held by the school or by the teachers. Examples: eye glasses, dentures, and contact lenses.
11. Sick Leave Pool - The Board authorizes the sick leave pool as follows:
 - a. The pool may consist of a maximum of 250 days per year.
 - b. The Association may replenish the 250-day pool at any time. The teachers will provide all the necessary days into the pool. Teachers may contribute as many days as they choose for this purpose.
 - c. To apply for and become eligible for use of the pool, teachers must have exhausted all but five (5) days of their leave.
 - d. A joint committee composed of three teachers (Elementary, Middle and High School) and no more than three administrators and/or Board members shall administer the pool.

12. Requesting Leave

- a. A request for leave, except for leave for sick purposes, shall be made to the appropriate school administrator at least 48 hours in advance, whenever this is possible. The request form to be used is a form mutually agreed upon between the District and the Association.
- b. In case of an emergency, a phone call to an administrator or a designated individual will be acceptable.

B. Leaves for Conferences

1. Leave time for approved conferences shall not be taken from leave. These conferences shall be approved in writing by the appropriate school administrator.
2. Educational visitations, conferences, trips, or meetings for which teachers accept reimbursement for necessary expenses must be approved in advance by the immediate supervisor. Mileage reimbursement will be made in accordance with established district policy. Other reimbursements will be made with supporting receipts and other pertinent documents. Attendees will report back to their immediate supervisor.

C. Child Rearing Leave

1. Upon request, an employee shall be granted a one-year child rearing leave. The employee may request a second year of leave from the Board. Such leave will be without pay.
2. Unpaid child rearing leave will not be counted for vertical advancement on the salary schedule unless one-half year or more of service has been rendered during any school year.

D. Bereavement Leave - In the event a teacher's leave has been exhausted and there is a need for days off due to death, a request may be made to the Superintendent for the necessary days without loss of pay.

E. Sabbatical Leave

1. Before obtaining a sabbatical leave of absence, a teacher must meet the following requirements:
 - a. have been teaching in the district for seven or more consecutive years,

- b. submit a detailed plan outlining a proposed course of study by February 1st preceding the school year for which sabbatical is proposed,
 - c. shall obtain a performance bond to insure that (s)he will return to teach in the district for two years following completion of the sabbatical leave,
 - d. sabbatical must be for formal study in teacher's current area of assignment, and
 - e. show clearly how the proposed course of study will be of direct benefit to the students of the Brushton-Moira School District.
2. The proposed sabbatical program must be reviewed by the Superintendent of Schools for applicability and approved by the Board of Education based upon the educational needs of the District as determined by the Board. Teacher will be notified no later than April 1st following submission of request of approval or denial of sabbatical leave.
3. Teachers may be granted one-half year's leave at their full annual salary or leave for one full year at half pay.
4. In the event the teacher fails to return to the district and complete the required two years service outlined in paragraph 1-c above, the teacher shall be responsible for refunding to the District all monies received during the sabbatical period. These monies must be repaid within the year following the sabbatical or teacher's last day of service in the District, whichever is later. No refund of monies would be required if teacher is unable to complete the required two years service due to illness, disability, death, or circumstances beyond the control of the teacher.
5. In the event more than two teachers apply for a sabbatical leave, the final decision as to who receives the leave rests with the District. Applicants denied leave on this basis will receive first consideration, consistent with paragraph 2 above, in the subsequent year.
6. Any teacher may use sabbatical leave only once.
7. The District will not be required to grant sabbatical leave while operating on an austerity budget.

- F. **Jury Duty** - Professional employees called for jury service will receive their regular salary. Jury pay will be surrendered to the District. No loss of pay will occur for the employee.

ARTICLE IV - TEACHER EVALUATION

- A. The chief purpose for evaluation of the teaching staff shall be (a) to maintain qualified, competent staff, and (b) to promote its continuing development. To further these purposes, the supervisory personnel responsible for the evaluation of teachers shall acknowledge the right of teachers to:
1. know how well they are performing the duties and responsibilities of their position,
 2. know the areas in which improvement is needed,
 3. have candid appraisal of their work,
 4. discuss their evaluation reports with their supervisor, and
 5. seek and receive supervisory assistance where needed.
- B. The number of formal evaluations will vary according to the individual teachers' tenure status and to factors related to their growth. A teacher's request for additional lesson evaluations will be honored within reason. All teachers may be observed as deemed necessary by the administration.
- C. Each non-tenured teacher will participate in a minimum of three performance appraisals during each year of his/her probationary period. Two of the three evaluations will occur prior to end of the first semester, the first of which must be by the teacher's building principal, and the second by the Superintendent of Schools. The third evaluation will be conducted by the building principal, and will occur during the second semester but before June 1.

Three evaluations per year will be considered minimum. If the administration determines that a teacher is not making satisfactory progress, it may require additional formal evaluations at its discretion or at the discretion of the employee.

At the end of each year of the probationary period, the building principal will complete a summary evaluation of each non-tenured teacher and a meeting will be held with the following: the teacher, the teacher's mentor (if applicable), a union representative (if requested by the teacher or the Association), the building principal, and the Superintendent of Schools. At this meeting the Superintendent will review the summary evaluation and give his/her feedback on the teacher's

overall performance and review recommendations to be followed in the ensuing school year. The meeting will be informal, and all parties may share in the discussion of the summary evaluation.

- D. It shall be the obligation of the Superintendent of Schools to hold a conference with each non-tenured teacher to inform him/her if there are any difficulties which might jeopardize his continuing employment.
 - 1. Any non-tenured teacher whose continuing employment is in jeopardy shall be so notified in writing by the Clerk of the Board no later than March 15. At this time the Superintendent of Schools should advise him/her of the alternatives open to him/her.
 - 2. If the teacher still indicates a desire to return the following year, notice of the Board's action to terminate the teacher's employment shall be given him/her in writing by March 30. The March 15 and March 30 dates shall be effective only to the extent that they shall cover the teacher's conduct prior to those dates.
- E. All tenured teachers will be reviewed in accordance with Part 100.2 (0) (2) of the Commissioner's Regulations.
- F. A summary of the remarks of each observation will be written by the administrator involved as soon as practical.
 - 1. A discussion between the administrator and teacher will be held previous to the written summary. Comments on each observation and a summary will be initialed by the teacher and the administrator. The teacher may submit a written response to the remarks and summary which will be initialed by the teacher and the administrator. The initialing referred to indicates neither approval nor disapproval of the remarks or responses.
 - 2. Each observation and comments in connection with the observation will be filed in the teacher's personnel folder.
- G. Evaluations in which there are questions concerning subject matter competency will be reviewed by subsequent formal evaluations by educational personnel knowledgeable in the subject matter area.

ARTICLE V - PERSONNEL FOLDERS

- A. Unit personnel shall have the right, upon request, to review the contents of their personnel file in the presence of a representative of the Superintendent of Schools. Teachers may elect to have an additional witness of their own choosing and an

additional witness of the Administration. Any material resulting from any event or occurrence involving a teacher that is to be placed in the teacher's personnel file must be produced in writing, signed by the teacher acknowledging existence of the material, and placed in such file within fifteen (15) school days of the time the district administrator knew or should have known of the event or occurrence. A teacher shall receive a copy of this material at the time same is placed in their file. Should the administration receive in writing positive information regarding a teacher, such information will be placed in the teacher's personnel file.

- B. Unit personnel shall have the right to insert written explanation or response to material in their personnel file. Such explanation shall be delivered to the Superintendent of Schools within ten school days after the teacher has received a copy of the material referred to in paragraph A above.
- C. There shall be only one official personnel folder for each teacher maintained by the District. Such folder is subject to the conditions of teacher evaluations and any material of a derogatory nature concerning the character or teaching ability of that teacher.
- D. All materials to be placed in a personnel folder must be signed by the teacher and immediate supervisor.
- E. A personnel file shall be available only to the teacher, the Administrator and the Board. The teacher shall have the right to make a copy of the materials in said file if (s)he so chooses. In the event that a request is made under the Freedom of Information Law for materials from a personnel folder, the Association's representative, Superintendent, and teacher involved, will meet to try to mutually agree on the release of said materials. However, final determination as to these items shall be with the Superintendent. This agreement does not preclude the Association or the Board from seeking legal counsel.
- F. At the request of the teacher, an Association member may view the file in the presence of the Administrator and the teacher involved.

ARTICLE VI - EMPLOYMENT TRANSFERS

- A. The Superintendent will provide a notice for any professional position, to the President of the Association, as soon as the position is created or becomes available.
- B. Teachers wishing to change in grade or subject assignments or wishing to transfer to another building or department will file a written statement indicating their application for the position within one week after the vacancy is posted.

- C. Teachers currently teaching in the District will be given first consideration on any vacancy within the bargaining unit for which (s)he is qualified to the Board's satisfaction. Upon request, a teacher will receive written explanation as to the reason(s) (s)he was not hired to fill the vacancy. It is not the intent of the District to fill vacancies with uncertified employees, when certified personnel are on staff and have applied for the vacancy.
- D. During the annual summer recess, posting such vacancies will not be required. The President of the Association, or a designated representative will be e-mailed a notice of such vacancies to an address provided to the Administration by the Association. The Administration will be notified by return e-mail, and within 5 common work days, that the Association representative received notice of said vacancies. It is understood any further responsibility of informing teachers of vacancies occurring during the summer recess rests with the Association.

ARTICLE VII - STAFF MAINTENANCE

- A. There will be no reduction in the number of staff positions for any school year covered by this contract without 20 days notice to the teacher or teachers involved.
- B. If any teacher or any teachers determine that the impact of such reduction has or will result in a heavier work load, they will within 10 days of receiving such notice, notify the Superintendent of Schools of their desire to bargain with respect to such impact, but the final decision will rest with the Board of Education. Substantial decreasing enrollment is a factor which could cause the reduction in staff positions.

ARTICLE VIII - MAINTENANCE OF STANDARDS

- A. Duties and Assignment
 - 1. Under normal circumstances, the duties of any teacher or the responsibility of any position in the bargaining unit will not be substantially increased unless agreed by prior consultation with the teacher involved, or at his/her request, with the Association. This provision does not prevent the District from transferring teachers within their area of certification or current assignment.
 - 2. Teachers whose assignments are to be changed from the prior year will be given notice as of August 15. Of necessity, the assignments are subject to unavoidable last-minute changes.

- B. Class Size - Special attention shall be given to the number of children in each of the grades (UPK-12) and class size, and the number of instructional periods in each instance shall comply so far as is possible with the recommendations of the State Education Department. However, final determination as to these items shall be with the administration.
- C. Professional Disadvantage - No teacher shall suffer any professional disadvantages by reason of his or her membership in the Association or participation in its lawful activities.

ARTICLE IX - STATUTORY OBLIGATIONS

- A. Tenure - The granting of tenure shall be in accordance with New York State Education Law.
- B. Legal Counsel - The Board agrees to provide legal counsel for teachers for any legal action resulting from the performances of their duties during the regular school day or at any extra assignment.
- C. Employing Certified Teachers - The School District will strive to employ only fully qualified teaching personnel who comply with New York State certification requirements. Whenever time and conditions permit, fully certified teachers may be utilized to assist administrators in the selection of new teachers.

ARTICLE X - STAFF RESPONSIBILITIES

- A. Work Day
 - 1. The working day will not exceed seven hours and fifteen minutes for all teachers UPK-12.
 - 2. In the event that Administration or the Board of Education believes the above is being abused by a teacher, the Association will be notified and shall endeavor to correct the situation.
 - 3. Tardiness is not considered as part of Article III, A, 2 in the Leave Provision of this Agreement.
 - 4. Reporting for Duty and Notification - Teachers not reporting for duty and not notifying school authorities shall be subject to loss of salary for the day missed. The amount to be deducted is to be 1/200 of the individual's annual salary.

5. The beginning and ending of a teacher's work day could be changed by agreement between the Association and the Superintendent of Schools so as to provide flexibility in the event a teacher wished to provide Academic Intervention Services immediately after school. This would be the only time that the principle of "flex time" would be applicable.

B. Teachers Liability

1. Staff members shall report all broken property or missing material to their administrator as soon as it is discovered.
2. It is agreed teachers shall not leave students unsupervised except in unusual circumstances.

C. Lesson Plans - Lesson plans, as described in the present teacher's handbook, shall be available to administrators.

D. Substitutes

1. Lesson plans will be available a week in advance for the use of Administration and substitute teachers.
2. Administration will provide qualified substitutes when available.
3. The Association may recommend the names of people which will be added to the substitute list.

E. Dress Code

Teachers are expected to maintain a professional atmosphere and appearance appropriate to a professional position that does not detract from the educational environment.

ARTICLE XI - ASSOCIATION BUSINESS

A. Conferences - A total of four (4) school days per year will be allocated to the Association for attendance by designated representatives of the Association at NYSUT conferences, with the District paying the cost of substitutes. If some or part of the four (4) school days were not used, up to a maximum of six (6) school days may be accumulated in each successive year for members of the Association to conduct Association business. If more than four (4) to six (6) days were needed for Association business, depending upon the number of days available for a particular school year, the Brushton-Moira Teachers' Association will pay the cost of the substitute.

- B. President's Time - Should the Association President need some release time to perform Association duties, a request could be made to the Administration to be relieved of certain non-teaching duties. If other personnel are available to perform the other than teaching duties, it is expected the Administration is responsible to relieve the President as requested. It is not the intention that this provision should relieve the President of such duties permanently or for a lengthy period of time.
- C. Providing Agreements – Within thirty (30) days after execution of the new agreement, the District will post the signed copy of the new collective bargaining agreement electronically on the staff protected resource page. Each teacher will be permitted to print one hard copy, if they choose. Both the District and the Association shall maintain an original signed hard copy of each new agreement.
- D. Agency Fee - Effective July 1, 1981, the Brushton-Moira Central School Board of Education shall deduct from the wage or salary of employees in the bargaining unit who are not members of the Brushton-Moira Central School Teachers' Association the amount equivalent to the dues levied by the Brushton-Moira Central School Teachers' Association and shall transmit the sum so deducted to the Brushton-Moira Central School Teachers' Association, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Brushton-Moira Central School Teachers' Association affirms that it has adopted such procedure for refund of agency shop fee deductions as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Brushton-Moira Central School Teachers' Association maintains such procedure. The agency shop fee deduction shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this Article of this Agreement.
- E. The Board of Education authorized payroll deduction for N.Y.S.U.T. Benefit Trust payments.

ARTICLE XII - HEALTH INSURANCE

- A. The District will continue to pay 100% of the cost of health insurance for employees and their spouses and dependents, and for retirees and their spouses and dependents. In the event the Board wishes to change plans, it will provide a plan equal to or better than the current plan. In the event a dispute arises concerning this provision, the remedy will be through the binding arbitration provision of this Agreement.

- Effective July 1, 2013, following ratification by both parties, bargaining unit members may choose between the PPO J Health Insurance Plan or the traditional Health Insurance Plan (Classic Blue).
- The Association and the District shall agree on open enrollment dates to allow unit members the ability to make health insurance changes.
- Effective July 1, 2013, all new bargaining members who take health insurance shall participate with the PPO J Health Insurance Plan. Any changes to this plan shall be equal or better.
- Active unit members shall contribute the following toward their health insurance premium:

	Traditional	PPO-J
2013-14	4%	0%
2014-15	6%	2%
2015-16	7%	4%

Contributions shall be made pre-tax in accordance with IRS regulations.

*See Appendix I.

- B. In order to be eligible for 100% coverage in retirement, employees hired after June 30, 2009 must serve at least 12 non-consecutive years at Brushton-Moira Central School, the last of which must occur immediately prior to retirement with eligibility to collect a pensions from the NYSTRS within six months.
- C. The Association agrees to allow teachers whose spouses
1. are not employed by the District, and
 2. have comparable or superior coverage, and
 3. are not eligible for "Super" family coverage within the F.E.H. Insurance Consortium

to opt out of the District's Health Plan in return for an annual buy-out compensation of \$1800, to be paid in two installments of \$900 each, the first in December, and the second in June of each year. Members must apply annually to the Business Office for payment in lieu of coverage. For married employees, the application shall include the signature of the spouse of the unit member, indicating awareness and approval of the application. Applications shall be for the period July 1 through June 30, and must be submitted by June 20.

In for any reason, the employee is no longer covered by the spouse's health insurance policy (e.g. death of spouse, divorce, spouse becomes unemployed, etc.), the District agrees to cover the Brushton-Moira Central School District

employee and his/her dependents immediately under the District's Health Plan, waiving any waiting period. Absent such an event, reinstatement is available only at the open enrollment date of July 1. Preexisting conditions will be covered with no waiting period.

Employees in their final year of employment can exercise the buy-out for less than the full year. They will be covered by the District's Health Plan immediately after applying for reinstatement, but must do so prior to the Plan's last open enrollment date before their retirement.

It is understood that any buy-out compensation would be prorated.

- D. The District and the Association agree to convene during the life of this contract to discuss alternative health insurance options through the F.E.H. Health Insurance Consortium that might be available. This clause does not require a change in health insurance, nor does it necessarily signify a desire or commitment by either party to include it in future negotiations; rather it is a clause that requires discussion only.

ARTICLE XIII - EXTRA CURRICULAR PAY SCHEDULE

- A. The establishment of all salaries for new extra-curricular positions will be negotiated by the District and the Association. If the Board of Education desires to create a new position, subsequent to the creation of a new activity, it may do so; however, the determination of salary will occur only through negotiation with the Association. Thus, the District may recall the Association to the table when such circumstances arise.
- B. Chaperones - Chaperones for any duty outside of teaching shall be paid per Extra Curricular Pay Schedule. Compensation for chaperoning will not be granted for duties which already receive separate remuneration, for example, Senior Play. Chaperoning should be divided equally as possible among all members of the staff. Teachers will not be required to chaperone dances.
- C. Pay for activity shall be for the entire season or duration of the sport or activity.
- D. In the event a coach or advisor does not finish the season in sport or does not complete the school year in activity, the Association shall immediately determine the respective proportions of the contractual salary for that activity due the incumbent coach or advisor and his or her successor, and so notify the proper district official. **IN NO EVENT** shall the total amount of monies paid for particular sport or activity exceed the contractual amount which would be due assuming either coach or advisor completed the entire season or activity.

- E. It is the understanding of the Brushton-Moira Central School Teachers' Association and the Board of Education that coaching of interscholastic athletics is an extension of the educational program in the Brushton-Moira Central School District. It is our deepest belief that the educational benefits of athletics can best be met by members of our own faculty who extend their teaching day as coaches. These teacher coaches must be properly certified by the State of New York as outlined in the Commissioner's Regulations.

Bargaining unit members will be notified of all coaching and extra-curricular positions which will be offered during the following school year by May 1. Qualified members of the bargaining unit will be allowed to submit applications until June 1. The Board of Education will make every effort to make such appointments by June 15.

When an application for a vacancy is made out but not accepted, a written explanation will be made to the applicant involved.

EXTRA CURRICULAR PAY SCHEDULE FOR 2011-2016

	2011-12	2012-13	2013-14	2014-15	2015-16
Cross Country – Varsity	\$3,277	\$3,277	\$3,343	\$3,409	\$3,478
Soccer – Varsity	\$3,277	\$3,277	\$3,343	\$3,409	\$3,478
Soccer – Modified	\$2,622	\$2,622	\$2,674	\$2,728	\$2,782
Volleyball – Varsity	\$3,277	\$3,277	\$3,343	\$3,409	\$3,478
Volleyball – Modified	\$2,622	\$2,622	\$2,674	\$2,728	\$2,782
Basketball – Varsity	\$4,199	\$4,199	\$4,283	\$4,369	\$4,456
Basketball – JV	\$3,359	\$3,359	\$3,426	\$3,495	\$3,565
Basketball – 7 th Grade	\$1,979	\$1,979	\$2,019	\$2,059	\$2,100
Basketball – 8 th Grade	\$1,979	\$1,979	\$2,019	\$2,059	\$2,100
Basketball – Biddyball	\$1,979	\$1,979	\$2,019	\$2,059	\$2,100
Basketball – Timer (2)	\$683	\$683	\$697	\$711	\$725
Basketball – Shot Clock (2)	\$376	\$376	\$384	\$391	\$399
Baseball – Varsity	\$3,583	\$3,583	\$3,655	\$3,728	\$3,802
Baseball – Modified	\$2,867	\$2,867	\$2,924	\$2,983	\$3,042
Softball – Varsity	\$3,583	\$3,583	\$3,655	\$3,728	\$3,802
Softball – Modified	\$2,867	\$2,867	\$2,924	\$2,983	\$3,042
Athletic Director	\$3,925	\$3,925	\$4,004	\$4,084	\$4,165
Cheerleading	\$2,594	\$2,594	\$2,646	\$2,699	\$2,753
Speech and Debate	\$2,871	\$2,871	\$2,928	\$2,987	\$3,047
Yearbook	\$3,652	\$3,652	\$3,725	\$3,800	\$3,876
Senior Play	\$1,775	\$1,775	\$1,811	\$1,847	\$1,884
Musical (3)	\$1,979	\$1,979	\$2,019	\$2,059	\$2,100
Chaperones (hourly) 3BBB/2GBB max.	\$21	\$21	\$21	\$22	\$22
Class Advisors 11-12 (2 per grade)	\$546	\$546	\$557	\$568	\$579
Class Advisors 6-10 (1 per grade)	\$308	\$308	\$314	\$320	\$327
Department Chairs (Middle/Senior)	\$1,024	\$1,024	\$1,044	\$1,065	\$1,087
Grade Level Coordinators (Elementary)	\$1,024	\$1,024	\$1,044	\$1,065	\$1,087
National Honor Society (2)	\$547	\$547	\$558	\$569	\$580
National Junior Honor Society (1)	\$430	\$430	\$439	\$447	\$456
Student Council Advisors 9-12 (2)	\$512	\$512	\$522	\$533	\$543
Student Council Advisors – Middle (2)	\$512	\$512	\$522	\$533	\$543

**Extra Curricular Pay Schedules shall increase according to the above schedules.*

ARTICLE XIV - SALARY SCHEDULE
2011-12

Step	BS	10+	20+	30+	40+	50+	60+
1	39,139	39,639	40,139	40,639	41,139	41,639	42,139
2	39,906	40,406	40,906	41,406	41,906	42,406	42,906
3	40,593	41,093	41,593	42,093	42,593	43,093	43,593
4	41,437	41,937	42,437	42,937	43,437	43,937	44,437
5	42,300	42,800	43,300	43,800	44,300	44,800	45,300
6	43,180	43,680	44,180	44,680	45,180	45,680	46,180
7	44,026	44,526	45,026	45,526	46,026	46,526	47,026
8	44,890	45,390	45,890	46,390	46,890	47,390	47,890
9	45,662	46,162	46,662	47,162	47,662	48,162	48,662
10	46,351	46,851	47,351	47,851	48,351	48,851	49,351
11	47,031	47,531	48,031	48,531	49,031	49,531	50,031
12	47,721	48,221	48,721	49,221	49,721	50,221	50,721
13	48,425	48,925	49,425	49,925	50,425	50,925	51,425
14	49,201	49,701	50,201	50,701	51,201	51,701	52,201
15	49,987	50,487	50,987	51,487	51,987	52,487	52,987
16	50,642	51,142	51,642	52,142	52,642	53,142	53,642
17	51,299	51,799	52,299	52,799	53,299	53,799	54,299
18	51,956	52,456	52,956	53,456	53,956	54,456	54,956
19	52,291	52,791	53,291	53,791	54,291	54,791	55,291
20	52,627	53,127	53,627	54,127	54,627	55,127	55,627
21	52,964	53,464	53,964	54,464	54,964	55,464	55,964
22	53,134	53,634	54,134	54,634	55,134	55,634	56,134
23	54,390	54,890	55,390	55,890	56,390	56,890	57,390
24	55,700	56,200	56,700	57,200	57,700	58,200	58,700
25	57,030	57,530	58,030	58,530	59,030	59,530	60,030
26	57,501	58,001	58,501	59,001	59,501	60,001	60,501
27	57,972	58,472	58,972	59,472	59,972	60,472	60,972
28	58,443	58,943	59,443	59,943	60,443	60,943	61,443
29	59,770	60,270	60,770	61,270	61,770	62,270	62,770
30	61,785	62,285	62,785	63,285	63,785	64,285	64,785
31	63,866	64,366	64,866	65,366	65,866	66,366	66,866
32	64,939	65,439	65,939	66,439	66,939	67,439	67,939
33	67,130	67,630	68,130	68,630	69,130	69,630	70,130
34	68,034	68,534	69,034	69,534	70,034	70,534	71,034
35	70,078	70,578	71,078	71,578	72,078	72,578	73,078
36	72,405	72,905	73,405	73,905	74,405	74,905	75,405
37	74,625	75,125	75,625	76,125	76,625	77,125	77,625
38	76,695	77,195	77,695	78,195	78,695	79,195	79,695
39	78,720	79,220	79,720	80,220	80,720	81,220	81,720

The District will grant a \$500 per year stipend for a Master's Degree for existing teaching staff; the District will grant \$500 per year to new employees hired after the ratification of this contract once they have achieved permanent or professional certification.

Teachers employed for the 1978-79 school year and thereafter may not receive credit for more than 60 additional hours without Board approval. Teachers employed prior to 1978-79 shall be save-harmless from this provision.

ARTICLE XIV - SALARY SCHEDULE - continued

2012-13

Step	BS	10+	20+	30+	40+	50+	60+
1	39,139	39,639	40,139	40,639	41,139	41,639	42,139
2	39,906	40,406	40,906	41,406	41,906	42,406	42,906
3	40,593	41,093	41,593	42,093	42,593	43,093	43,593
4	41,437	41,937	42,437	42,937	43,437	43,937	44,437
5	42,300	42,800	43,300	43,800	44,300	44,800	45,300
6	43,180	43,680	44,180	44,680	45,180	45,680	46,180
7	44,026	44,526	45,026	45,526	46,026	46,526	47,026
8	44,890	45,390	45,890	46,390	46,890	47,390	47,890
9	45,662	46,162	46,662	47,162	47,662	48,162	48,662
10	46,351	46,851	47,351	47,851	48,351	48,851	49,351
11	47,031	47,531	48,031	48,531	49,031	49,531	50,031
12	47,721	48,221	48,721	49,221	49,721	50,221	50,721
13	48,425	48,925	49,425	49,925	50,425	50,925	51,425
14	49,201	49,701	50,201	50,701	51,201	51,701	52,201
15	49,987	50,487	50,987	51,487	51,987	52,487	52,987
16	50,642	51,142	51,642	52,142	52,642	53,142	53,642
17	51,299	51,799	52,299	52,799	53,299	53,799	54,299
18	51,956	52,456	52,956	53,456	53,956	54,456	54,956
19	52,291	52,791	53,291	53,791	54,291	54,791	55,291
20	52,627	53,127	53,627	54,127	54,627	55,127	55,627
21	52,964	53,464	53,964	54,464	54,964	55,464	55,964
22	53,134	53,634	54,134	54,634	55,134	55,634	56,134
23	54,390	54,890	55,390	55,890	56,390	56,890	57,390
24	55,700	56,200	56,700	57,200	57,700	58,200	58,700
25	57,030	57,530	58,030	58,530	59,030	59,530	60,030
26	57,501	58,001	58,501	59,001	59,501	60,001	60,501
27	57,972	58,472	58,972	59,472	59,972	60,472	60,972
28	58,443	58,943	59,443	59,943	60,443	60,943	61,443
29	59,770	60,270	60,770	61,270	61,770	62,270	62,770
30	61,785	62,285	62,785	63,285	63,785	64,285	64,785
31	63,866	64,366	64,866	65,366	65,866	66,366	66,866
32	64,939	65,439	65,939	66,439	66,939	67,439	67,939
33	67,130	67,630	68,130	68,630	69,130	69,630	70,130
34	68,034	68,534	69,034	69,534	70,034	70,534	71,034
35	70,078	70,578	71,078	71,578	72,078	72,578	73,078
36	72,405	72,905	73,405	73,905	74,405	74,905	75,405
37	74,625	75,125	75,625	76,125	76,625	77,125	77,625
38	76,695	77,195	77,695	78,195	78,695	79,195	79,695
39	78,720	79,220	79,720	80,220	80,720	81,220	81,720

The District will grant a \$500 per year stipend for a Master's Degree for existing teaching staff; the District will grant \$500 per year to new employees hired after the ratification of this contract once they have achieved permanent or professional certification.

Teachers employed for the 1978-79 school year and thereafter may not receive credit for more than 60 additional hours without Board approval. Teachers employed prior to 1978-79 shall be save-harmless from this provision.

ARTICLE XIV - SALARY SCHEDULE - continued

Base Salary	2013-14	2014-15	2015-16
Step			
1	39,566	40,262	40,980
2	40,379	41,104	41,850
3	41,192	41,946	42,720
4	42,005	42,788	43,590
5	42,818	43,630	44,460
6	43,631	44,472	45,330
7	44,444	45,314	46,200
8	45,257	46,156	47,070
9	46,070	46,998	47,940
10	46,883	47,840	48,810
11	47,696	48,682	49,680
12	48,509	49,524	50,550
13	49,322	50,366	51,420
14	50,135	51,208	52,290
15	50,948	52,050	53,160
16	51,761	52,892	54,030
17	52,574	53,734	54,900
18	53,387	54,576	55,770
19	54,200	55,418	56,640
20	55,013	56,260	57,510
21	55,826	57,102	58,380
22	56,639	57,944	59,250
23	57,452	58,786	60,120
24	58,265	59,628	60,990
25	59,078	60,470	61,860
26	59,891	61,312	62,730
27	60,704	62,154	63,600
28	61,517	62,996	64,470
29	62,330	63,838	65,840
30	63,143	64,680	66,210

*Off Step - Unit members off-step for the 2013-14 school year shall receive a base salary increase of 3.52% for the 2013-14, 2014-15, and 2015-16 school years.

**Off Step - Unit members moving off-step after 2013-14 shall receive base salary increases of \$1,815 for the 2014-15 and 2015-16 school years.

All unit members shall receive an additional \$500 for each block off 10 graduate credit hours beyond the Bachelor's Degree up to a maximum of 60 graduate credit hours.

The District will grant a \$500 per year stipend for a Master's Degree to unit members hired before June 12, 2009; the District will grant a \$500 per year to unit members hired thereafter once they have achieved permanent or professional certification.

Teachers employed for the 1978-79 school year and thereafter may not receive credit for more than 60 additional hours without Board approval. Teachers employed prior to 1978-79 shall be save-harmless from this provision.

ARTICLE XV - SCHOOL NURSE'S SALARY

- A. The school nurse's salary will be 80% of the appropriate step of the current salary schedule.

ARTICLE XVI - CREDITS FOR PRIOR SERVICE

- A. Credit for prior service in any school system is one-step for one year retroactive. Credit for prior service in any school system is one-step for one year retroactive, up to 15 years of service; after 5 years of service at Brushton-Moira Central School District, any other previous non-credited time will then be granted.
- B. Half-day teacher's credit computed to determine salary as full-time service divided by two.
- C. Service credit for full-time teachers who have half-day credit shall be one-step for every two years of half-day service.
- D. Teachers whose credit includes half-year will be given next step.
- E. All teachers will continue to be paid on step (according to the provisions of this contract).

ARTICLE XVII - INSERVICE CREDIT

- A. Inservice programs offered by the Brushton-Moira Central School or by the Teachers' Centers will lead to advancement on the salary schedule for those teachers who successfully complete the program. Creditable completion of ten (10) class hours will equal one (1) graduate credit hour. No similar inservice course may be used for credit more than once.
- B. Other inservice programs may qualify for graduate credit.
- C. To be eligible for credit a teacher must receive prior approval from the Superintendent of Schools.
- D. Upon submission of evidence of completion from the institution and approval by the Superintendent of Schools, credit may be granted for courses completed since 1984.
- E. If a dispute arises over the offering or granting of credit for an inservice course, such dispute shall be resolved by a committee of four appointees, two by the President of the Teachers' Association and two by the Superintendent of Schools.

ARTICLE XVIII - PAYMENT FOR SICK DAYS AT RETIREMENT

- A. Payment will be made to the teacher at retirement at a rate of \$65 per day for each accumulated up to 270 days. The method of payment of said monies will be agreed upon by the retiring teacher and the District.
- B. Retirement Incentive
 - 1. The incentive plan will be calculated as follows:

Incentive + unused sick leave = maximum value
$$\$7,000 + \$65/\text{day} (270 \text{ days}) = \$24,550.$$
 - 2. Teachers who retire under the New York State Teacher Retirement System will be eligible for the district incentive plan provided:
 - 2.1 they retire as soon as eligible without a reduction in their pension factor. The teacher must retire at the end of the school year during which he/she reaches this eligibility.
 - 2.2 they submit a letter of intent to retire by February 1st of the last full school year worked, and
 - 2.3 they have at least ten (10) years of credited service in the Brushton-Moira Central School District (applicable to employees hired effective September 1, 1998).
 - 3. Payment for the retirement incentive will be made by December 31st of the year in which they retire.
 - 4. In the event an eligible employee dies the monies due under the plan will be paid to the designated beneficiary.
- C. If a unit member meets the qualifications for B, he/she may select either A or B; however no unit member may receive both A and B.

ARTICLE XIX – SUMMER WORK

Commencing on July 1, 2013 staff who work over the summer months shall be compensated at the rate of \$30. per hour.

ARTICLE XX - GRIEVANCE PROCEDURE

- A. Definition - A grievance is a claim by any teacher or group of teachers in the negotiating unit or the Association based upon any event or condition affecting their welfare and/or terms and conditions of employment, including, but not limited to any claimed violation, misinterpretation, misapplication or inequitable application of law, rules or regulations, directions, orders work rules, procedures, practice of the Board of Education and Administration.
- B. Time Limits for Filing - A grievance must be instituted within thirty (30) working days of the occurrence of the incident giving rise to the grievance or within thirty (30) days after the teacher or association knew or should have known of the act or condition upon which the grievance is based.
 - 1. Days will be defined as school days between the opening of school in September and the close of school in June. If a grievance occurs or has not yet been fully processed when school closes in June, calendar days will be substituted for school days. When using calendar days, Saturdays, Sundays, and legal holidays will not be counted.

C. Procedure

Stage 1 - Informal

Grievant(s) will make an effort to settle the grievance informally with the supervisor. If the grievance is not settled informally, it will be reduced to writing and submitted to the immediate supervisor for a written reply within ten (10) days.

Stage 2 - Superintendent of Schools

If the grievant is not satisfied with the response at Stage 1, the grievant may within ten (10) days of the receipt of the decision at Stage 1 present the grievance in writing to the Superintendent of Schools. The Superintendent will provide a written response to the grievant within ten (10) days of receipt of the grievance.

Stage 3 - Board of Education

If the teacher and/or the Association are not satisfied with the decision of Stage 2, they may request a formal meeting with the Board. This request must be made within ten (10) days of the decision in Stage 2. (If no agreement is reached at this meeting, the issue will go to Stage 4 - Arbitration.) Any decision made in Stage 3 will be submitted in writing to the C.S.O., Board President, and Association President within ten (10) school days.

Stage 4 - Arbitration

- 1. If the teacher and/or Association are not satisfied with the decision of Stage 3, they may submit the grievance to arbitration by written notice to the Board within ten (10) days of the decision in Stage 3.

2. Within ten (10) school days, such written notice of submission to arbitration, the Board and the Association will agree on a mutually acceptable arbitrator competent in the area of 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 the ten days, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in selection of an arbitrator.
3. The selected arbitrator will hear the matter promptly and will issue his decision not later than 14 calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs have been submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.
4. 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.
5. The decision of the arbitrator in any matter dealing with the terms of this Agreement shall be final and binding upon all parties.
6. The decision of the arbitrator on all other matters shall be considered advisory.
7. The costs for the services of the arbitrator will be borne equally by the Board and the Association.

ARTICLE XXI - OPERATION AND MAINTENANCE OF SCHOOL PROPERTY AND BUILDINGS

Use of School Buildings - Any teacher planning to use the school building or any part thereof for an activity involving the public shall first obtain permission from the chief school officer. Insofar as is possible, teachers and administrators will discourage the use of the building grounds, etc. of the School District by unauthorized individuals.

ARTICLE XXII - CONTRACT LIMITATIONS

- A. Commitment of Parties - This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Policies of the Board - This Agreement supersedes any policies of the Board which may be contrary to or inconsistent with its terms.

- C. Terms Contrary to Law - If any provision of the Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then any such provision or application shall not be deemed valid and subsisting except to the extent provided by law, but all other provisions or applications shall continue to full force and effect.

ARTICLE XXIII – LABOR MANAGEMENT COMMITTEE

- A. Living Contract – To continue the concept of dialogue and interaction between members of the Brushton-Moira Teachers' Association and the Brushton-Moira Board of Education, a Labor Management Committee (LMC) will be created.

The LMC will establish its own meeting schedule to deal with issues of concern put forth by either party as they arise. The LMC shall be comprised of the following representatives of each party:

BMTA President and four (4) other members	Superintendent and four (4) other designees
--	--

It is the intent of the parties that issue resolution shall be an ongoing process with issues addressed as they arise.

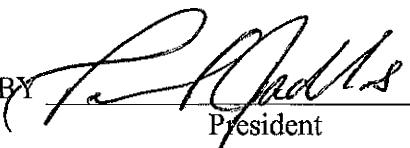
Either party may place issues on the agenda of the LMC at any time (subject to reasonable procedures established by the LMC for setting its agendas). As agreements are reached by the LMC, any agreements requiring approval will be presented to the appropriate constituents prior to modifying the contract.

ARTICLE XXIV - DURATION OF AGREEMENT

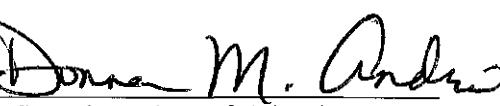
This contract shall be effective July 1, 2011 and shall continue in effect through June 30, 2016.

TEACHERS' ASSOCIATION

BOARD OF EDUCATION

BY 
President

BY 
President

BY 
Superintendent of Schools

DATED 10/16/13

DATED Oct. 15, 2013

APPENDIX I

AGREEMENT BETWEEN THE
BRUSHTON-MOIRA CENTRAL SCHOOL DISTRICT
AND
BRUSHTON-MOIRA TEACHERS' ASSOCIATION

CONTRACT ADDENDUM

Brushton-Moira Central School District and Brushton-Moira Teachers' Association agree that the District shall have the right to modify its healthcare plan only to the extent of becoming a participant in the Franklin-Essex-Hamilton Health Plan, an alternately funded healthcare plan. The parties to this agreement further agree as follows:

1. The District has the right to initiate alternative funding as soon as possible.
2. The Plan Administrator¹ for the alternately funded healthcare plan shall be Blue Cross & Blue Shield of Utica-Watertown, Inc. The parties agree that the Governing Body of the plan with the consent of the Associations in the group may change the plan administrator. The Association agrees that it will not unreasonably withhold its consent for such a change.
3. Benefit levels in place as of the date of this agreement shall remain in place. The agreement does not give the District or Governing Board² the right to modify said benefit levels.
4. This plan will follow the rules, regulations, and provision of the State Insurance Commission and legislative mandates of the State of New York that pertain to providers of health insurance.
5. Any alleged violations of #3 above or this agreement shall be subject to the grievance procedure of the parties' collective bargaining agreement. However, the problem will first be brought to the attention of the Plan's Governing Body by the Associations' Advisory Liaison Committee³. Time limits for initiating a grievance will commence the date the Governing Body makes a determination regarding the alleged violation.

But in no event will an answer be delayed for more than 30 calendar days from the time of initial presentation to the Plan's Governing Board or appropriate subcommittee.

6. The Governing Board or a subcommittee thereof shall meet with the Association Advisory Liaison Committee at least quarterly to deal with matters relating to health insurance.
7. Upon signing this agreement, the parties will modify any language in their collective bargaining agreements that is inconsistent with the provisions of this agreement.

¹Plan Administrator means the agency which the plan uses to receive and pay proper claims to hospitals, physicians, etc. An example of a plan administrator would be Blue Cross/Blue Shield.

²Governing Board means the board consisting of the chief school officers or their designees from each of the school districts participating in the plan. In effect, the Governing Board are the trustees of the plan.

³Associations' Advisory Liaison Committee is a committee consisting of a representative from each NYSUT local participating in the plan. The role of the Committee is to meet on a regular basis with the Governing Board or an appropriate subcommittee of the Board to monitor the health plan and to bring to the attention of the Board any problems, grievances, changes, etc. that they are aware of and to work with the Governing Board to help make the plan function in a most effective way.

Paul Klaric
For the District

W. Hank Snyd
For the Association

5/17/91
Date

5/17/91
Date

APPENDIX II

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the employer representatives of the school districts which are members of the F-E-H Health Benefits Consortium and the local unions which are duly recognized as bargaining agents for the employees in the aforementioned member school districts, subject to ratification by the respective parties.

Districts

Franklin-Essex-Hamilton BOCES	St. Regis Falls Central
Brushton-Moira Central	Salmon River Central
Chateaugay Central	Saranac Lake Central
Lake Placid Central	Tupper Lake Central
Malone Central	

Unions

Teachers:

F-E-H BOCES Teachers' Association
Brushton-Moira Teachers' Association
Chateaugay Chapter, NYSUT
Lake Placid Education Association, NYSUT
Malone Federation of Teachers
St. Regis Falls United Teachers Association
Salmon River Teachers Association
Saranac Lake Teachers' Association
Tupper Lake United Teachers

Non-Instructional:

F-E-H BOCES CSEA
Brushton-Moira Non-Teaching Association
Chateaugay Central CSEA
Lake Placid Central CSEA
Malone Central School Unit of CSEA
St. Regis Falls Non-Instructional Association
Salmon River Central Unit of CSEA
Saranac Lake Central CSEA
Tupper Lake Central CSEA

Administrators:

F-E-H BOCES Administrators' Association
Malone Central Administrators' Association
Salmon River Central Administrators & Supervisors Association
Saranac Lake Supervisory Unit

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1. The parties shall establish a governance structure which provides joint and equal representation for employers and employees effective upon signing of the Memorandum of Understanding. Such joint board will be composed of nine (9) school district representatives and nine (9) bargaining unit representatives.

The parties are currently investigating the proper legal vehicle which must be established in order to effect the intended governance structure. Once that is determined, it is the intent of the parties to take any and all necessary actions to put this joint governance structure in place. Meanwhile, a joint board will be created as defined above. Any decisions made by this joint board will come before the current Board of Directors with the understanding that said decisions shall be approved.

2. Reserves and surpluses during the initial period commencing July 1, 1996 and further referenced in item 14 will be maintained as follows:

- A. Reserves - equal to 2.5% of Projected Annual Claims.
- B. Unencumbered Surplus - 7% of Projected Premiums.

The governing board of the consortium specified in item 1 above shall determine the allocation and use of funds in excess of reserves and/or unencumbered surplus amounts/percentages. It is agreed and understood that no new benefits will be added to the plan prior to July 1, 1999 except as mandated by law.

3. The Consortium will maintain annual premiums for the 1996-97, 1997-98 and 1998-99 school years as follows, (subject to per capita entitlement calculations; see item 12E).

Single Coverage	-	\$2,280.
Family Coverage	-	6,012.
Single Over 65	-	444.
Family Over 65	-	852.

These premiums cannot be changed during the aforementioned three-year period except under extraordinary circumstances to be determined by the joint governing board or as necessitated by per capita entitlement calculations.

However, in no instance will participating districts be liable for premium increases over and above the Bureau of Labor Statistics for Northeastern United States Medical CPI for the latest 12 month period available as of March 1 in any given year, except as necessitated by per capita entitlement calculations.

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4. The drug co-pay amounts and major medical deductible amounts will be:

A. Drug Co-Pay (*Preferred Choice Plan, effective January 1, 1997*)

Amounts

\$8.00	- Generic
\$5.00*	- Brand name, if doctor indicates "dispense as written" (DAW)
\$0.00**	- Mail order

*1 If a generic equivalent does not exist, the generic co-pay will apply.

*2 At the employee's option, if doctor does not indicate DAW, then the brand name is available only upon the payment of the brand name co-pay and the difference between the cost of the brand name drug and the generic drug.

** All maintenance drugs must be obtained by mail order and must be the generic variety unless the prescribing doctor indicates DAW.

B. Major Medical Deductible (*Effective January 1, 1997*)

Amounts

\$150/\$450

5. The "triggering event" which would necessitate the governing board to act by March 1, 1999 effective on July 1, 1999 for the 1999-2000 school year and on March 1, for any school year thereafter would be a projected diminishment of reserves and surpluses below the agreed upon levels as specified in item 2 above determined by the Plan's Consultant and subject to independent verification should a majority vote of the governing body demand such, after a premium increase equivalent to the Bureau of Labor Statistics for Northeastern United States Medical CPI for the latest 12 month period available as of March 1 in any given year has been applied in any applicable plan year (school fiscal year).
6. All participating districts in the Franklin-Essex-Hamilton Health Insurance Consortium will establish a flexible spending plan pursuant to IRS Section 125 regulations which shall go into effect no later than January 1, 1997. Such plan shall be administered by a plan administrator initially agreed upon by the negotiating teams. Subsequent to adoption of such plan, the plan's operating procedures shall be determined by the governing board and any applicable IRS Regulation(s). This plan may be utilized for premium payments, dependent care, and unreimbursed medical expenses.
7. Parties ratifying this Memorandum of Understanding as outlined in item 15 hereby agree to simultaneously incorporate this Memorandum of Understanding into their respective Collective Bargaining Agreements.

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8. Any "other" agreements entered into by the respective parties that are in conflict with the terms or intent of the agreement reached in this negotiation shall be amended to incorporate the terms and/or intent of said agreement as necessary and/or appropriate.
9. Any rights guaranteed to members and dependents, retirees and their dependents under the Consortium shall not be diminished or altered except as expressly stated in this Memorandum or later approved by the joint governing board.
10. Employee members of the governing board will be released from work to attend any meetings of the governing board or of its subcommittees. Meetings will be held quarterly during the school day except as otherwise agreed to by the governing board.
11. If a majority of the full governing board fails to agree on the meaning or interpretation of any of the terms of this Memorandum and/or the legal document(s) which are created to effect the joint governance structure, the issue shall be submitted to the American Arbitration Association for expedited adjudication of the dispute. The power of the arbitrator shall be limited to the resolution of the meaning and/or interpretation of specific language found in this Memorandum and/or the joint governance document(s) referenced above; and, the arbitrator shall have no power to add to, amend, or delete any of the terms of this Memorandum and/or the joint governance document(s). The decision of the arbitrator shall be final and binding on the parties to this Memorandum.
12. Dual Coverage
 - A. All existing contract language regarding dual coverage remains in effect through June 30, 1997. Effective with the signing of this memorandum, present employees may not change coverage without a change in marital status, gain/loss of dependents or other change in life circumstances affecting health insurance coverage.
 - B. Effective January 1, 1997, new hires and their spouses are restricted to one family coverage or, at their option, two individual coverages. Employee spouses choosing family coverage under this provision will both be named equally as covered employees. For actuarial purposes, claims will be aggregated according to the birthday rule and the total amount will be divided effective at the end of the school year if the spouses are employed in different school districts within the Consortium. The Consortium shall assure that claims for the employee(s), their spouses and dependents for any and all health insurance claims which would have been paid if each employee had opted for a family plan will be paid..

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- C. Effective July 1, 1997, all employees and their spouses are restricted to one family coverage, or at their option, two individual coverages. Employee spouses choosing family coverage under this provision will both be named equally as covered employees. For actuarial purposes, claims will be aggregated according to the birthday rule and the total amount will be divided effective at the end of the school year if the spouses are employed in different school districts within the Consortium.

The Consortium shall assure that claims for the employee(s), their spouses and dependents for any and all health insurance claims which would have been paid if each employee had opted for a family plan will be paid.

- D. New premium rates will be computed effective July 1, 1997 based on the gain/loss of single and family coverage at a level necessary to generate a pool of money as if no change was made. Effective March 1, 1997 and on March 1st each year thereafter, a demographic comparison of the number of employees otherwise eligible for a second family coverage shall be performed. If the number of such employees has changed in comparison to the prior year, then the total pool of money may be increased or decreased accordingly as determined by the governing board. Any adjustment shall be reflected in the following year's premium rates. The freeze on rates for 97-98 and 98-99 does not apply to the redistribution of the total premium dollars. Effective July 1, 1997 and each year thereafter, the total pool of money shall be adjusted to reflect changes in per capita enrollment and all applicable premium increases.

It is agreed and understood that participating districts reserve the right to phase in the necessary premium adjustments over a two (2) year period as follows:

- Billed rates for 97-98 will reflect 50% of the impact of the new premiums.
- Billed rates for 98-99 will reflect 100% of the impact of the new premiums.

- E. The billed rates for 98-99 form the basis upon which the analysis of the plan performance and the projection for 1999-2000 will be made. That is, the maximum increase in district cost shall include any increases resulting from per capita enrollment increases and application of the Medical CPI as defined elsewhere, applied to the new higher rates.

13. Contracts with proposed third party administrators and plan consultants will be bid at the conclusion of the current contracts. The contract for prescription drug coverage will be bid immediately.

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14. There shall be a moratorium on negotiations for employee health insurance contributions or health insurance benefits at the individual district tables commencing upon the ratification of this Memorandum and expiring July 1, 2002. This moratorium does not extend to any other insurance benefits, such as dental, optical, life, disability, etc.
15. This Memorandum of Understanding is subject to review prior to October 1, 1996 by legal representatives of both parties. In order to participate in this Memorandum of Understanding, parties must take appropriate action prior to November 1, 1996.

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FOR THE UNIONS:

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Charles Bird

By: Mary M. Hanna
Mary Hanna

By: Betty J. Demers
Betty Demers

By: Ken Lushia
Ken Lushia

NYSUT:

By: Lynn Blais
Lynn Blais

By: Gregory S. Little
Greg Little

By: Pamela B. Martin
Pamela Martin

By: Deborah A. Taylor
Deborah A. Taylor, for and on behalf of the
NYSUT Affiliated Unions

By: Richard R. Van Wormer
Richard R. Van Wormer, for and on behalf
of the NYSUT Affiliated Unions

FOR THE DISTRICTS:

By: Gerald J. Blair
Gerald Blair

By: Patrick J. Fallon
Patrick Fallon

By: David J. De Santis
David De Santis