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AID | 8424

AGREEMENT

Between The

ONEONTA CITY SCHOOL DISTRICT

And The

**ONEONTA INSTRUCTIONAL
TEACHER AIDES UNIT**

ONEONTA TEACHERS' ASSOCIATION

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

July 1, 2007 to June 30, 2011

DEC 02 2009

ADMINISTRATION

07-08 3

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ARTICLE I - RECOGNITION

The Oneonta City School District recognizes the Oneonta Teachers' Association/NYSUT/NEA/AFT as the exclusive negotiating representative for the employees in the Instructional Teacher Aides Unit defined below as "Included".

Unit Definition

Included -

All regularly employed full-time and part-time Instructional Teacher Aides.

Excluded -

All Noon Aides/Monitors, Teaching Assistants, Clerical employees, Custodial and Maintenance employees, Teachers, Administrators, temporary and substitute employees, and all other School District employees.

ARTICLE II - NEGOTIATION PROCEDURES

- A. Prior to the expiration of this Agreement, upon request of either party, the parties will enter into negotiations leading to a Successor Agreement. The first meeting may be delayed by mutual agreement of the parties.
- B. At the first negotiating meeting, the parties will exchange proposals to be considered.

ARTICLE III - GRIEVANCE PROCEDURE

A. Purpose

Both parties recognize that this procedure must be available without fear of discrimination because of its use. Informal settlements at any level shall bind the immediate parties to the settlements, but shall not be precedents in a later grievance proceeding. Time limits contained herein may be waived by mutual agreement.

B. Definitions

- 1. A "*grievance*" is an alleged violation of the express provisions of this Agreement.
- 2. "*Day*" shall mean work day unless specifically stated otherwise.
- 3. An "*employee*" is any person in the unit covered by this Agreement.
- 4. An "*aggrieved party*" is the employee or employees or the Association alleging the grievance.

5. “*Party in interest*” is the employee(s) filing the grievance and any other party, including the Association and the District, who might be required to take action or against whom action might be taken in order to dispose of the grievance.

C. Procedure

1. Level One, Principal

A unit member with a grievance shall first discuss it with his/her Principal or immediate supervisor, with the objective of resolving the matter informally.

2. Level Two, Superintendent of Schools

If the aggrieved party is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) work days after the presentation of the grievance, he/she may file the grievance in writing with the Association within five (5) work days after the decision at Level One or ten (10) work days after the grievance was presented, whichever is sooner. Within five (5) work days after receiving the written grievance, the Association shall submit it to the Superintendent of Schools.

3. Level Three, Board of Education

- a. If the aggrieved party is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) work days after the grievance was delivered to the Superintendent of Schools, he/she may, within five (5) work days after a decision by the Superintendent or fifteen (15) work days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit the grievance to the Board of Education. If the Association determines that the grievance is meritorious, it may submit the grievance to the Board of Education within fifteen (15) work days after receipt of a request by the aggrieved party.

- b. Within ten (10) work days after such notice of submission to the Board of Education, the Association and the Board, through their respective representatives, shall schedule a mutually convenient date for a Level Three hearing. A majority of the Board of Education members shall be present at the hearing and said hearing shall occur within fifteen (15) work days of submission. Each party shall be entitled to present evidence in support of their respective positions. Each party shall have the right to present witnesses and the right to cross examine and rebut all witnesses. After the close of the hearing the Board of Education shall consider all evidence presented at the hearing and shall issue a written decision to the Association within thirty (30) work days.

4. No written grievance will be entertained and such grievance will be deemed waived unless the written grievance is forwarded to the first available stage within fifteen (15) work days after the employee knew or could reasonably have known of the act or condition on which the grievance is based.

D. Reprisals

No reprisals of any kind shall be taken by the District against any party in interest, any representative, any unit member, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or a class of employees, the Association may submit such a grievance in writing to the Superintendent of Schools directly and the processing of such grievance shall be commenced at Level Two.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved employee and all decisions rendered at Levels Two and Three shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to parties in interest and to the Association.

3. Separate Grievance File

All documents, communications and records dealing with the processing of grievances shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Forms

The form for filing a grievance shall be prepared jointly by the District and the Association and appended hereto.

5. Other Forums

Use of the Grievance Procedure does not bar the aggrieved party from utilizing any other forum available to him/her to dispose of his/her grievance.

ARTICLE IV - EMPLOYMENT AND ASSIGNMENT

Instructional Teacher Aides will be notified by the final work day of the school year of their tentative assignment for the coming school year. Such tentative assignment is subject to change.

ARTICLE V - VACANCY AND TRANSFER

Vacancies in unit positions will be posted at each building within the District.

The President of the Oneonta Teachers' Association will be notified in writing of vacancies within this Unit which become available during the summer recess.

ARTICLE VI - WORKDAY

Instructional Teacher Aides shall be paid for all hours asked to be worked by the District and actually worked. Any hours to be worked in excess of the individual Aide's normal work day must be approved in advance in writing by the District office.

ARTICLE VII - TRAVEL

The District will reimburse unit members for travel within the District which is required by the District as part of the employee's job and which is actually carried out by the employee, upon the submission once per month by the employee of a log containing the following information: date; point of departure; point of arrival; actual mileage; purpose of travel; and the name of the supervisor who approved the travel. Reimbursement will be at the current IRS rate.

ARTICLE VIII - GENERAL

- A. In order to carry out its responsibilities for the development and operation of the programs providing the best possible educational opportunities for the students of the District consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law, including, by way of illustration, but not by way of limitation, the following:
1. The supervision, direction and control of the management and administration of the school system, its properties and facilities.
 2. The right to hire all employees and, subject to the provisions of the law, to determine their qualifications, to discharge, demote or otherwise discipline employees and to promote and transfer employees.
 3. The right to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.
 4. The exercise of the foregoing powers, rights and duties and responsibilities by the Board and the adoption of policies, rules, regulations and practices in furtherance thereof shall be the exclusive prerogative of the Board, except as otherwise limited by express provision of this Agreement.

- B. This Agreement constitutes the full and complete Agreement of the parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written, signed amendment to this Agreement. The Association agrees that all negotiable items have been discussed during the negotiations leading to this Agreement, and agrees that negotiations will not have to be reopened on any item, whether contained in this Agreement or not, nor will negotiations be reopened on the impact of any permissible management action during the life of this Agreement.
- C. If any provision(s) of this Agreement or any application(s) of this Agreement to any members of the Unit shall be found contrary to law, such provision(s) or application(s) shall not be deemed valid except as permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE IX - ASSOCIATION RIGHTS

- A. The Oneonta City School District agrees to deduct from the wages of Instructional Teacher Aides dues for the Oneonta Teachers' Association and its parent organizations when such deduction is authorized by Instructional Teacher Aides individually and voluntarily.
- B. The amount to be deducted shall be certified to the District in writing by the Association each year no later than August 1.
- C. The District agrees to transmit a check for the total sum deducted to the Association within a period of twenty (20) days following such deduction.
- D. The Aide's authorization for dues deduction shall be in writing. The form of authorization to be used is attached to this Agreement as Appendix A.
- E. Dues deductions shall be made once each month in equal installments.

ARTICLE X - LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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.

ARTICLE XI - HEALTH AND DENTAL INSURANCE

- A. 1. Effective July 1, 2005, the Oneonta City School District will pay ninety-four percent (94%) of the individual cost of health insurance and ninety-four percent (94%) of the family health insurance coverage cost for active employees. The employees share shall be six percent (6%) of the health insurance premium costs for both individual and family coverage.

B. The District may change plans, provided said new plan provides equal or greater benefits, past practices are continued and said plans are accepted at Fox Hospital and Bassett Hospital.

C. Prescription Co-Pay

Effective July 1, 2005, the co-pay will be twenty dollars (\$20) for brand name prescriptions and five dollars (\$5) for generic prescriptions. There shall be a mail order prescription service with a zero dollar (\$0) co-pay for a ninety (90) day supply for generic and forty dollars (\$40) for brand name.

D. Major Medical Deductibles

Effective January 1, 1992, the deductibles will be one hundred dollars (\$100) for individual and three hundred dollars (\$300) for family.

E. Health Insurance Option

The District shall pay seven hundred fifty dollars (\$750) annually or a prorated portion thereof to each eligible employee who elects not to participate as an individual in the Health Insurance Plan or for those employees eligible for family coverage who change from family to individual coverage. Employees eligible for the family coverage who elect not to participate in any plan shall be paid one thousand two hundred fifty dollars (\$1,250) each.

1. Notification by the employee for using this option must be submitted in writing to the Superintendent of Schools. The exercise of this option will be governed by the rules of the carriers.
2. Employees who elect not to participate in the Health Insurance Plan must present proof of alternative insurance coverage to the Superintendent of Schools each year.
3. Upon written notice to the Superintendent of Schools, the employee may reenter or enter for the first time, without penalty, delay or restriction, the Health Insurance Plan within the rules of the carrier.
4. The exercise of this option will be governed by the rules of the carrier and any employee requests to use this option which jeopardize the health insurance program will be denied in reverse date order of said requests.

F. Flexible Spending Accounts

The District shall provide an optional Flexible Spending Account, I.R.S. Section 125 for each employee. The monthly administrative cost shall be paid fifty percent (50%) by the employee and fifty percent (50%) by the District. A Premium Only Provision is available at no cost to the employee as long as lawful under I.R.S. Code.

G. Dental Insurance

The District shall pay one hundred percent (100%) of premium for individual dental insurance coverage. Family coverage is optional and paid for by the employee.

H. Retirement Health Insurance Benefits

Upon retirement, unit members eligible for and who opt to accept Retirement Health Insurance (RHI) from the District will retain, throughout the duration of their retirement, the same RHI benefit that was in place at the time of their retirement, per the collective bargaining agreement in force between the parties at that time. It is understood between the parties that this includes, at a minimum, the employer premium contribution rate, and prescription co-pay levels.

In other words, any active member, hired after December 31, 1979, and those eligible post '80 hires who are already retired and are participating in the current RHI package, will have their RHI benefits frozen and exempted from any changes negotiated by the parties beyond the successor agreement to the 2004-2007 Collective Bargaining Agreement. For example, participating retirees will not see their RHI benefits change during their entire retirement, regardless of future alterations to RHI that might be agreed to by the parties. Future RHI modifications, agreed to between the parties, beyond those negotiated in the successor to the 2004-2007 Collective Bargaining Agreement will impact prospective retirees-only.

A member of the unit on the payroll on June 30, 2005, who retires from the District with ten (10) years of service in the Oneonta City School District, or a member of the unit employed after that date who has fifteen (15) years of service with the District and, who retires from the District, or a member of the unit hired subsequent to December 31, 1979 with ten (10) years of service in the Oneonta City School District and retired from the District prior to June 26, 2005 shall be eligible for the following benefit:

1. At the time of retirement, eligible unit members shall make an election with regard to health insurance in retirement. Unit members may elect individual coverage, family coverage, or no coverage at their option. Such election shall be in writing on a form prescribed by the District which will be developed in consultation with the Association (See Appendix?).
2. Effective January 2008, the District agrees to contribute to the District's health insurance plan on behalf of any retiring unit member who meets the eligibility requirements stated above, who is not covered by the pre-1980 retiree health benefit, one hundred percent (100%) of the individual health insurance costs, or sixty percent (60%) of the family health insurance premium costs depending on the employee's coverage election.
3. Upon death of the retiree, survivorship benefits shall be extended to the unit member's spouse. The surviving spouse shall have the option to continue participation in the District's health insurance program, provided however that the spouse shall be required to pay the full cost of the premium for the coverage selected.

5. The active unit members employed prior to January 1, 1980 shall maintain the same Board contribution rate upon retirement as all pre-1980 retirees.
6. Any employee attaining coverage under this provision shall have that coverage continue beyond age sixty-five (65).
7. District employees who are married and who both qualify for Retirement Health Insurance (RHI) benefits shall be granted coverage as individuals (maintaining consistency with the District's practice for active married employees who are childless), unless they select family (spousal, domestic partner) coverage.

It is also understood that should circumstances change for such retirees and they no longer need/desire family (spousal, domestic partner) coverage (e.g. children leave home, death, divorce, etc...) they/he/she can switch coverage to the individual benefit level. Or, should a retiree taking the individual option find his/her circumstances change (e.g. the retiree gets married) he/she can change to the family (spousal/domestic partner) benefit level.

- I. Unit members shall be reimbursed by the District for fifty percent (50%) of out of pocket cost for an annual physical examination up to a maximum of seventy-five (\$75). Said examination shall be voluntary on the part of the unit member. Unit members seeking reimbursement shall submit a paid receipt for the full cost of the exam to the Business Office. The District shall provide payment no later than thirty (30) days after submission.

ARTICLE XII - WAGES

- A. 2007-2008

Starting Rate: \$7.50 per hour

Each returning unit member shall receive a one dollar (\$1.00) per hour increase on his/her hourly rate.

- B. 2008-2009

Starting Rate: \$8.25 per hour.

Each returning unit member shall receive a one dollar (\$1.00) per hour increase on his/her hourly rate.

- C. 2009-2010

Starting Rate: \$9.25 per hour.

Each returning unit member shall receive a two dollar (\$2.00) increase on his/her hourly rate.

D. 2010-2011

Starting Rate: \$10.25 per hour.

Each returning unit member shall receive a two dollar (\$2.00) increase on his/her hourly rate.

- E. The District agrees to pay unit members for hours worked on the first District wide payday in September, unless that payday falls during the first week.
- F. Effective July 1, 1996 wages shall be calculated for the contract year and paid in equal installments during the school year. Employees shall still be considered hourly employees and these payments are subject to adjustment based on hours actually worked.
- G. Units shall be provided the option of participating in District offered/sponsored professional development activities. Unit members participating in said professional development activities shall be paid their regular hourly rate for time spent in training. Unit members shall record time spent in such activities on a time sheet which shall be submitted within one week of the event. Payment shall be made by the District to the unit member no later than 30 (thirty) days from submission of the time sheet.

ARTICLE XIII – LEAVES

- A. Effective September 1, 2007 each unit member shall be granted eleven (11) sick leave days and three (3) personal leave days. Unused sick and personal leave shall accumulate as sick leave days.
- B. Effective September 1, 2008 each unit member shall be granted twelve (12) sick leave days and three (3) personal leave days. Unused sick and personal leave shall accumulate as sick leave days.
- C. Effective September 1, 2009 each unit member shall be granted a total of thirteen (13) sick leave days and three (3) personal days. Unused sick and personal leave shall accumulate as sick leave days.
- D. Effective September 1, 2010 each unit member shall be granted fourteen (14) sick leave days and three (3) personal days. Unused sick and personal leave shall accumulate as sick leave days.
- E. The maximum accumulation of sick leave days is one hundred twenty-five (125) days.
- F. Teacher Aids with at least then (10) years of District service shall be paid according to the following schedule:

2007-2008	\$10.00 per day
2008-2009	\$15.00 per day
2009-2010	\$20.00 per day
2010-2011	\$25.00 per day

Sick days shall be reimbursed at the above rates up to a maximum of one hundred twenty-five (125) days.

ARTICLE XIV - REDUCTION IN FORCE

In the event of any reduction in force, the District agrees to layoff employees in the inverse order of seniority unless, in the judgment of the District, an Aide assigned to a particular special needs student cannot be changed without disrupting that student's education program. Seniority will be determined by most recent date of hire.

ARTICLE XV – TEACHER AIDE PROTECTION, STUDENT DISCIPLINE & CLASSROOM INTERRUPTIONS

Pupils presenting severe disciplinary problems impede the educational progress of the entire class. No such pupil shall knowingly be assigned to any class without the teacher first having been informed of the known facts relative to such pupil. In the event that the presence of any pupil or pupils becomes unduly disruptive to the conduct of instruction or threatens the welfare and/or safety of the teacher and/or pupils, the teacher is hereby authorized to remove forthwith such pupil from the class until such time as the objectionable behavior has been eliminated in the judgment of the principal directly involved.

Unit members will immediately report all cases of assault sustained by them in connection with their employment to their principal or immediate supervisor, in writing. Said report shall be forwarded to the Superintendent who will act to protect the rights of the teacher.

ARTICLE XVI – SUBSTITUTE TEACHING DUTIES

The following stipends shall be added to a teacher aide's normal daily rate for substitute teaching duties:

Full Day..... thirty dollars (\$30)
Half Day..... fifteen dollars (\$15)
One period..... three dollars and seventy-five cents (\$3.75)

ARTICLE XVII – TRANSFER OR REASSIGNMENT

An involuntary transfer or reassignment shall be made only after a meeting between the unit member involved and the principal in charge, at which time the unit member will be notified of the reasons therefore. In the event that a unit member objects to the transfer or reassignment at this meeting, upon the request he/she may meet with the Superintendent of Schools. If still unsatisfied, he/she may request the Association to arrange a meeting between the Association's representative and the Superintendent to discuss the matter.

ARTICLE XVIII - DURATION

This Agreement shall commence on July 1, 2008 and shall terminate on June 30, 2011.

FOR THE UNIT/ASSOCIATION

FOR THE DISTRICT

Timothy Nobiling

TIMOTHY NOBILING
President, Oneonta Teachers' Association
Representative for the
Instructional Teacher Aides Unit

Michael Shea

MICHAEL SHEA
Superintendent of Schools
Oneonta City School District

November 17, 2008

Date

November 17, 2008

Date

APPENDIX B

**ONEONTA TEACHERS' ASSOCIATION
INSTRUCTIONAL AIDES UNIT**

STATEMENT OF GRIEVANCE

Aggrieved Party _____

Grievance No.: _____

School _____

Date Filed _____

Position _____

Stage _____

Date of Alleged Violation _____

Alleged Violation _____

Nature of Grievance _____

Redress Sought _____

Grievant's Signature

For the Association

APPENDIX C

**ONEONTA CITY SCHOOL DISTRICT
and the
ONEONTA TEACHERS' ASSOCIATION
INSTRUCTIONAL AIDES UNIT**

HEALTH INSURANCE OPTION

To the Superintendent:

I, _____ (*print name*) _____ certify that I have read Article XI., H. of the Collective Bargaining Agreement between the Oneonta City School District and the Oneonta Teachers' Association Instructional Aides Unit relating to the Health Insurance Option.

I have indicated below the option I am electing for the 20____ - 20____ school year.

1. () I am eligible for individual health coverage and elect to have no coverage. I herewith submit proof of alternative health insurance coverage.

2. () I am eligible for family health insurance coverage and elect to have individual coverage. I herewith submit proof of alternative health insurance coverage for my family.

3. () I am eligible for family health insurance coverage and elect to have no coverage. I herewith submit proof of alternative health insurance coverage for me and my family.

Signature

Date

ONEONTA CITY SCHOOL DISTRICT
and the
ONEONTA TEACHERS' ASSOCIATION
INSTRUCTIONAL AIDES UNIT

ARTICLE XI (H)

Health Insurance Option -

The District shall pay seven hundred fifty dollars (\$750) annually or a prorated portion thereof to each eligible employee who elects not to participate as an individual in the Health Insurance Plan or for those employees eligible for family coverage who change from family to individual coverage. Employees eligible for the family coverage who elect not to participate in any plan shall be paid one thousand two hundred fifty dollars (\$1,250) each.

1. Notification by the employee for using this option must be submitted in writing to the Superintendent of Schools. The exercise of this option will be governed by the rules of the carriers.
2. Employees who elect not to participate in the Health Insurance Plan must present proof of alternative insurance coverage to the Superintendent of Schools each year.
3. Upon written notice to the Superintendent of Schools, the employee may reenter or enter for the first time, without penalty, delay or restriction, the Health Insurance Plan within the rules of the carrier.
4. The exercise of this option will be governed by the rules of the carrier and any employee requests to use this option which jeopardize the health insurance program will be denied in reverse date order of said requests.

NEW ATTACHMENT – RETIREMENT HEALTH INSURANCE OPTION FORM FOR ONEONTA TEACHERS ASSOCIATION MEMBERS HIRED AFTER DECEMBER 31, 1979

As a member of the Oneonta Teachers Association (OTA) as of June 30, 2005, with ten (10) years of service in the Oneonta City School District (OCSD), or as an OTA member hired subsequent to June 30, 2005 with 15 years of service in the OCSD, I understand that I am entitled to Retiree Health Insurance (RHI) coverage under the District's group policy.

I further understand that I can switch between individual and family coverage levels during my retirement, in accordance with the plan rules, as my personal circumstances warrant. It is also understood that the levels of coverage outlined below shall not change throughout the duration of my retirement from the OCSD.

Additionally, I understand that my spouse or family will be eligible to remain on the District's group plan provided he/she pays the monthly premiums for their needed coverage level in both a timely and full manner, should I predecease him/her.

It is also my understanding that if my spouse and I are each eligible to receive retirement health insurance coverage from the OCSD, and we have no dependent children, we can each elect coverage at the individual level.

I also understand that should I elect not to be covered under the provisions of the District's policy at this time or I voluntarily cancel my coverage under the provisions of the District's policy at some future date, I will not be eligible for future entry nor will I be eligible for re-entry on the District's group plan.

I hereby elect:

_____ **Individual coverage:** I understand that the OCSD will cover 100% of the premium for such insurance; I further understand that this coverage will continue beyond age 65.

_____ **Family coverage:** I understand that the OCSD will cover 60% of the premium for such insurance; I further understand that this coverage will continue beyond age 65.

Prescription Co-Pay levels (until Medicare Rate eligible) shall be \$5 Generic/\$20 Brand Name or \$0 Generic/\$40 Brand Name for 90 day mail-in regardless of coverage level selected above.

_____ **No coverage:** I decline medical health insurance coverage from the OCSD in retirement.

(Name-Print)

(Signature)

(Date)

This form must be returned to the Business Office within 30 days of the effective date of your retirement.

