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AGREEMENT

between

EAST WILLISTON UNION FREE SCHOOL DISTRICT

and the

EAST WILLISTON TEACHERS' ASSOCIATION

Teaching Assistants
Teacher Aides and other Instructional Aides

July 1, 2011 - June 30, 2015



TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	RECOGNITION	1
II	CONDITIONS OF EMPLOYMENT	1
III	PAYROLL DEDUCTIONS	1
IV	ACCESS TO INFORMATION	2
V	TEACHING ASSISTANT AND TEACHER AIDES WORK YEAR	2
VI	TEACHING ASSISTANT ASSIGNED TIME, DUTY FREE AND LUNCH TIME	3
VII	ASSIGNMENTS BEYOND SCHOOL DAY	3
VIII	DUTIES	4
IX	PERSONNEL FILES	4
X	REPORT OF ASSAULT, PROPERTY DAMAGE AND THEFT	5
XI	GRIEVANCE PROCEDURE	6
XII	MILITARY LEAVE	7
XIII	NOTIFICATION OF OPEN POSITION	7
XIV	EVALUATION	7
XV	MAINTENANCE OF STANDARDS	8
XVI	SALARY AND BENEFITS	8
XVII	SUBSTITUTE SERVICE	14
XVIII	CONTRACT SETTLEMENT CLAUSE	15
XIX	AGREEMENT - DURATION AND RENEWAL	16

APPENDICES

A	-	HEALTH INSURANCE BENEFITS – RETIRED EMPLOYEES (TRS)
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ARTICLE I. RECOGNITION

The Board recognizes the East Williston Teachers' Association as the sole and exclusive bargaining representative for all teaching assistants, teacher aides and other instructional aides.

ARTICLE II. CONDITIONS OF EMPLOYMENT

1. The Board may establish changes to the extent that they are not in conflict with the provisions of this Agreement. However, provisions pertaining to wages, hours and working conditions shall not be altered unilaterally.

2. If at any time the Board or its designees wish to make any changes which will result in an alteration of the contractual provisions set forth in this Agreement, then after the planning stage of such changes, the approval of the EWTA must be secured prior to the implementation of the changes. Such approval is not to be considered as precedent setting or in any way binding on either party in this or future contracts.

3. Teaching assistants whose original appointments are conditional subject to successful completion of background check requirements, will have their dates of employment for tenure, probation, and seniority purposes revert to the dates of their conditional appointments upon successful completion of said background check requirements.

ARTICLE III. PAYROLL DEDUCTIONS

1. If authorized in writing by a teaching assistant, the Board agrees to deduct Association dues from the salary of such teaching assistant, and to transmit the monies promptly to the Association.

2. The Board agrees to provide five (5) payroll deduction opportunities for teaching assistants exclusive of the Association dues deduction indicated in 1.

3. Such payroll deduction opportunities shall be selected by the Association. Upon written notification from the Association, the Board shall discontinue or add a payroll deduction opportunity within the limits agreed upon in 2.

4. The Board agrees to provide payroll deductions for VOTE/COPE within the limits agreed upon in 2.

5. Teaching assistants shall provide written authorization for any payroll deduction in a form mutually acceptable to the Association and the Superintendent.

6. The mechanics of dues deductions will be implemented in a manner mutually acceptable to the Association and the Superintendent.

ARTICLE IV. ACCESS TO INFORMATION

The Association will be provided, by the Superintendent, upon request, information on the amounts allocated for those areas covered by the Agreement for salaries, for community services, for travel and conferences, and for welfare benefits. This information shall be provided within ten (10) working days of the request.

ARTICLE V. TEACHING ASSISTANT AND TEACHER AIDES WORK YEAR

The teaching assistants' work year shall be the same as the teachers'. The calendar shall include but not be limited to parent/teacher conferences, Superintendent's conference days and any other obligation for which teachers do not receive additional compensation.

The work year for teacher aides shall be from September 1 through June 30. They are specifically understood to be employed by the District during this entire time. Customary vacation periods will be observed in accordance with the student attendance calendar. It is understood and agreed that they will return to work on the first day of student attendance following each holiday or vacation recess during the academic year.

ARTICLE VI. TEACHING ASSISTANT ASSIGNED TIME, DUTY FREE
AND LUNCH TIME

Assigned, duty free and lunch times shall be as follows:

<u>Minutes Worked Per Day*</u>	<u>Duty Free Time</u>	<u>Lunch Time</u>
210 or less	none	none
211 to 300	20 minutes	40 minutes
301 to 420	40 minutes	40 minutes

A consecutive assigned time limit of 180 minutes.

*Inclusive of any duty free time and lunch time provided by this contract.

Teaching assistants who receive assignments of five (5) hours or less, per day, shall receive no lunch period. Full-time teacher aides shall receive one half-hour per day of unpaid lunch time within the seven (7) hour regular workday for such full-time teacher aides.

ARTICLE VII. ASSIGNMENTS BEYOND SCHOOL DAY

Teaching assistants required by the District to attend parents' meetings or other functions beyond their scheduled hours shall be compensated in salary.

Effective September 1, 2009 and thereafter teaching assistants shall be required to attend "Meet the Teacher Night" without additional compensation.

Qualified and available teaching assistants shall be offered home tutoring assignments at the rates set forth below. Prior to said assignment being offered to non-unit members, the parties specifically agree that unit members' rights to these positions are subordinate to the rights of teachers as set forth in Article XLIII of the teachers' agreement.

Rates:	11/12 - \$ 96.00
	12/13 - \$ 97.00
	13/14 - \$ 99.00
	14/15 - \$100.00

ARTICLE VIII. DUTIES

Teaching assistants shall assist teachers by performing such duties as:

- (i) Working with individual pupils or groups of pupils on special instructional projects;
- (ii) Providing the teacher with information about pupils which will assist the teacher in the development of appropriate learning experiences;
- (iii) Assisting pupils in the use of available instructional resources, and assisting in the development of instructional materials;
- (iv) Utilizing their own special skills and abilities by assisting in instructional programs in such areas as: foreign languages, arts, crafts, music and similar subjects;
- (v) Assisting in related instructional work as required; and
- (vi) Assisting in administrative duties.

ARTICLE IX. PERSONNEL FILES

1. Teaching assistants' and instructional aides' official personnel files shall be kept in the Principal's and Superintendent's offices, and shall contain, in one or the other, the following materials:

- Application
- Official statement of courses taken and degrees granted
- Certificates - photocopy
- Military discharge papers (if any) and pertinent correspondence
- Commendations, evaluations and pertinent criticisms
- Reports of disciplinary action taken
- Disposition of any of the foregoing

2. It shall be incumbent upon the Administrative Staff to share with the teaching assistant criticism or commendation before placing same in teaching assistant's personnel file. Items of this nature will be initialed at the time of inclusion, indicating that the teaching assistant has examined same.

If a teaching assistant feels that a response to any of the above is necessary, such responses will be made within a reasonable time, and included in his/her file.

3. A teaching assistant will be entitled to have a representative of the Association accompany him/her during a review of his/her file, if he/she so desires, or a teaching assistant may authorize in writing the President of the Association or his/her designee to review the teaching assistant's file. Such examination may take place only in the presence of the Superintendent or his/her designated representative.

4. A teaching assistant may, upon request and within a reasonable time, be allowed to copy any item or items in his/her personnel file, or to authorize in writing the President of the Association or his/her designee to make such copies.

5. Each teaching assistant's file shall be available for inspection only to:
The Superintendent
The Building Principal and/or Assistant Principal
Curriculum Associate, Coordinator and Director
The teaching assistant whose file it is

6. Material will be removed from the files when a teaching assistant's claim that it is inaccurate or unfair is sustained.

ARTICLE X. REPORT OF ASSAULT, PROPERTY DAMAGE AND THEFT

Teaching assistants and instructional aides will report all cases of assault, property damage and theft suffered by them while on duty to their Principal within ten (10) days. The Superintendent or his/her staff will provide assistance and in general will act as liaison between the teaching assistant, police, insurance agent and other appropriate parties.

ARTICLE XI. GRIEVANCE PROCEDURE

1. Should a difference or dispute arise between the parties as to the interpretation of this Agreement, it shall be resolved in accordance with the following procedure:

STEP 1A On the local level, the Principal and/or his/her representative will meet with the President of the Association and/or his/her representative within five (5) school days after the Principal is notified a grievance exists in an effort to find a solution.

1B The Principal will notify the President of the Association of his/her decision concerning the grievance within ten (10) school days after the meeting listed in 1A (above) has been held.

STEP 2A If the matter is not settled to the satisfaction of the President of the Association or his/her representative in Step 1A, a meeting between the President of the Association, and/or his/her representative and the Superintendent and/or his/her representative will be held within seven (7) school days after the Superintendent is notified of the pendency of the grievance.

2B The Superintendent will notify the President of the Association of his/her decision concerning the grievance within thirteen (13) school days after the meeting listed in 2A (above) has been held.

STEP 3 If the President of the Association or his/her representative is not satisfied with the decision referred to in Step 2B and desires to go to arbitration, he/she must within thirty (30) calendar days after receipt of the decision of the Superintendent move to have the matter arbitrated under the rules of the AAA or by a mutually agreeable arbitrator. The arbitrator shall issue an award within thirty (30) days of the closing of the hearing. This award shall be binding on both parties.

2. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives and the Association within the specified time limit, shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

3. Any of the time limits listed above may be waived only by mutual consent of the President of the Association and the Superintendent.

4. It is also agreed that disputes not arising from the interpretation of the Agreement but affecting the working conditions of teachers may follow STEPS 1A, 1B, 2A and 2B.

ARTICLE XII. MILITARY LEAVE

A member of the professional staff shall be entitled to a leave of absence, without pay, for the purpose of military duty in the Armed Forces of the United States up to two (2) years and shall be reinstated to his/her position at the same rate of salary to which he/she has been entitled had he/she been in continuous employment. In time of national emergency the leave may be extended upon written application to the Superintendent and his/her approved recommendation by the Board of Education.

ARTICLE XIII. NOTIFICATION OF OPEN POSITION

Whenever a position opens in the District, all then present members of the instructional staff shall be informed of the opening in sufficient time to make application for it.

ARTICLE XIV. EVALUATION

The Superintendent, in consultation with the East Williston Teachers' Association acting on behalf of the teaching assistants, shall develop formal procedures for the evaluation of the performance of all teaching assistants.

ARTICLE XV. MAINTENANCE OF STANDARDS

All policies governing service shall be maintained at not less than the highest minimum standards in the school system at the time this Agreement is signed.

ARTICLE XVI. SALARY AND BENEFITS

A. Paid Leaves

Teaching assistants and teacher aides shall be provided paid leave days as follows:

Sick Leave:

All teaching assistants shall receive one leave day for each month employed to a maximum of ten (10) days per year cumulative to sixty (60) days. Full-time teacher aides shall receive ten (10) cumulative sick days per year, cumulative to eighty (80) days. Part-time teacher aides shall receive five (5) cumulative sick days per year, cumulative to seventy-five (75) days.

Other Paid Leave:

Teaching assistants who work twenty (20) hours or more per week and teacher aides who work seventeen and a half (17.5) hours or more per week shall receive one-half leave day for each month employed to a maximum of five (5) days per year. The use of this leave shall be limited to no more than three (3) days for immediate family illness, "immediate family" being defined as including grandparents, parents, spouses, children and grandchildren, and to no more than two (2) days for personal business, "personal business" being defined as those days in which:

- a) The business cannot be attended to at any other time except during school hours because the setting of time and date is beyond the teaching assistant's control.
- b) The business is not in any way part of an enterprise carried on by the teaching assistant for profit.
- c) The time is not in any way associated with a vacation or recreation activity.

Bereavement Leave:

Effective September 1, 2009, full-time teaching assistants shall be entitled to up to three (3) days of paid leave for a death in the immediate family (spouse, child, parent, grandparent, grandchildren, sibling or corresponding in-laws). Bereavement days shall include travel time. Full-time and eligible part-time teacher aides shall be entitled to up to five (5) days of paid leave for death in the immediate family as defined above.

Unpaid Child Care Leave:

Eligible teacher aides may be granted child care leave, without pay, not to exceed two years in length. Eligible teacher aides shall not lose or gain seniority during this leave. Eligible teacher aides on child care leave may have the option to continue health insurance coverage at his/her own expense. Eligible teacher aides must record their intention to request child care leave in writing to the Superintendent of Schools at least sixty (60) days prior to the commencement of their leave; a similar notice must be recorded for their intention to return to their position.

Notwithstanding the above, effective July 1, 2009 and thereafter, eligibility for the benefits of this Article shall be limited to those employees who work at least .8.

B. Medical Insurance

1. Teaching assistants who are employed for twenty (20) hours or more per week shall, at their option, be provided medical insurance coverage in the Health Insurance program for N.Y.S. Employees on the following basis:

The Board shall pay 90% of both individual and family coverage of medical insurance.

2. Full time teaching assistants and teacher aides who work twenty (20) or more hours per week shall be included as full participants under the provisions of Article XXVI Benefits Other Than Medical Insurance of the Agreement between the East Williston Union Free School District and the East Williston Teachers' Association and shall be entitled to participate in the same flexible benefit plan, Section 125, IRS Regulations, payroll deduction opportunities as afforded in said teachers' agreement.

3. Twelve (12) month and ten (10) month teacher aides shall be entitled to participate in the District's medical insurance program at the same percentage rate of District contribution as set forth in subparagraph 1 above. Part-time teacher aides working twenty (20) hours or more per week, but less than thirty (30) hours per week are eligible to participate in said program on a 62.5% basis.

4. Effective July 1, 2008 and thereafter, the following changes to the District's rate of contribution shall be in effect:

- a) The employee's contribution to the cost of individual/family coverage shall be:
 - 1) July 1, 2008 - 16%
 - 2) July 1, 2009 - 17%
 - 3) July 1, 2010 - 18%
 - 4) As to all eligible employees hired effective March 23, 2009 thereafter, the employee's contribution shall be 20% of the cost of premium.
- b) Effective July 1, 2009, employee eligibility for participation in the District's Health Insurance Plan shall be limited to those employees who work at least .8.
- c) Eligibility to participate in the District's Health Insurance Plan in retirement shall be limited to those employees with at least (ten) 10 years of full-time service with the District.
- d) For retirements effective the close of business June 30, 2009 and thereafter, contribution to the cost of health insurance premium in retirement shall be at the same rate as exists on the last date of employment. The District shall provide individual contracts to memorialize the District's health insurance contribution for retirees.

5. Full-time teaching assistants and full-time teacher aides may voluntarily waive coverage under the medical insurance program provided for in this Agreement by notifying the District in writing by June 1 of their desire to do so for the subsequent school year. Full-time teaching assistants and full-time teacher aides must show proof of other health insurance coverage.

Employees who accept the buyout will not be allowed to re-enter health insurance coverage under the medical insurance program provided for in this Agreement until the end of the buyout period and must enroll during the annual transfer period to have coverage reinstated without a waiting period after the buyout period ends. Notwithstanding the foregoing, persons taking a buyout who lose other coverage involuntarily may regain coverage under the rules for involuntary loss of coverage.

Employees who regain coverage after an involuntarily loss shall receive in June a pro-rata share of the annual lump sum payment that would have otherwise been due to them.

Employees entering service after June 1 may opt to waive coverage under these provisions within thirty (30) days of their employment. In such cases, the lump sum payment shall be prorated.

Notwithstanding any past practice to the contrary, full-time teaching assistants and full-time teacher aides who have waived coverage under the medical insurance program provided for in this Article and continue such waiver for the 2011-2012 school year and any subsequent years shall receive a lump sum payment added to their gross salary in June equal to Six Thousand Five Hundred Dollars (\$6,500.00).

Notwithstanding any past practice to the contrary, effective July 1, 2011, full-time teaching assistants and full-time teacher aides who voluntarily waive coverage under the medical insurance program provided for in this Article for the duration of a school year shall receive a lump sum payment added to their gross salary in June equal to Six Thousand Five Hundred Dollars (\$6,500.00).

Effective July 1, 2011, full-time teaching assistants and full-time teacher aides shall not be entitled to any other health insurance buy back payment other than the payments expressly provided for herein.

C. Salaries

Teaching assistants who are employed full time, defined as thirty-five (35) hours per week for the teacher calendar year shall be paid according to the following schedule:

Step	2011-12	2012-13	2013-14	2014-15
1	\$31,641	\$32,036	\$32,549	\$33,102
2	\$32,878	\$33,289	\$33,821	\$34,396
3	\$34,086	\$34,512	\$35,064	\$35,660
4	\$35,345	\$35,786	\$36,359	\$36,977
5	\$36,650	\$37,108	\$37,702	\$38,343
6	\$38,006	\$38,481	\$39,097	\$39,762
7	\$39,423	\$39,916	\$40,554	\$41,244
8	\$40,891	\$41,402	\$42,064	\$42,779
9	\$42,420	\$42,950	\$43,637	\$44,379
10	\$44,009	\$44,559	\$45,272	\$46,042

Teacher aides shall be paid as follows:

2011-2012	\$17.27/hour
2012-2013	\$17.49/hour
2013-2014	\$17.77/hour
2014-2015	\$18.07/hour

All teaching assistants employed less than full time shall be compensated on a pro-rated basis using the following formula:

$$\begin{aligned} & \text{Full time annual salary} - \text{total days of teacher calendar year} - \\ & 7 \times \text{hours worked per day} \times \text{total days of teacher calendar year} \\ & = \text{part time salary} \end{aligned}$$

*An extra payment of \$500 shall be added to the scheduled salary of each teaching assistant. Such payment shall not be added to the schedule above for compounding purposes and shall be pro-rated for less than full time service.

D. Unused Sick Leave Upon Retirement:

Full-time teacher aides who record their intention to retire in writing to the Superintendent's office at least one hundred twenty (120) days prior to their planned retirement date, shall be paid for unused sick days that have accumulated during their employment not to exceed 55 days. Part-time teacher aides shall be entitled to this benefit under the same conditions to a maximum of 46 days. To be eligible for this benefit, the employee must be both eligible to retire under the provisions of the New York State Employees' Retirement System and subsequently retire under same. For unused sick leave retirement benefit purposes, sick days shall accrue on a pro-rated monthly basis. If an employee dies while in service to the District, his/her accumulated sick leave, as per the amount of days set by contract, shall be paid to his/her estate.

E. Catastrophic Illness:

Effective July 1, 2011 and thereafter, a catastrophic illness bank shall be established under the following conditions:

1. Catastrophic illness shall be defined as an illness or condition that qualifies the employee for long-term disability under the EWTA long-term disability policy or disability retirement pursuant to the New York State Teachers' Retirement System or the New York State Employees' Retirement System, whichever is applicable.

2. The bank shall be administered by the Association. However, distribution from the bank shall be limited to no more than 30 days per full-time teaching assistant or full-time aide during any school year.

3. The initial funding of said bank shall be provided via the deduction of one personal business day from the 11/12 entitlement as set forth in Paragraph A hereof with the result that in the 11/12 school year, each full-time teaching assistant or full-time aide may take only one personal day pursuant to said paragraph. When the bank falls to 30 days as measured on June 30th of each year, an additional personal day shall be deducted from each full-time teaching assistant's or full-time aide's annual entitlement for the following year with the result that each teaching assistant or aide may take only one personal day that year. Upon such deductions from the full-time teaching assistants' or full-time aides' personal day entitlements, the District shall contribute 90 days to the bank.

4. In order to receive a distribution from the bank, a full-time teaching assistant or full-time aide must apply for long-term disability pursuant to the EWTA long-term disability insurance policy or disability retirement from the New York State Teachers' Retirement System or New York State Employees' Retirement System, whichever is applicable.

5. In the event that a full-time teaching assistant or full-time aide receiving a distribution is ultimately denied the benefits of the EWTA long-term disability insurance policy or disability retirement from the New York State Teachers' Retirement System or the New York State Employees' Retirement System, a number of days equal to said distribution shall be deducted from the District's obligation to fund the bank as referred to above.

ARTICLE XVII. SUBSTITUTE SERVICE

A. When substituting for his/her supervising teacher for more than three (3) hours or periods on a given school day, a teaching assistant shall be paid the greater of his/her regular daily salary or the highest daily rate of compensation for per-diem substitute service.

B. There shall be no adjustment of salary for three (3) or fewer hours or periods of substituting by a teaching assistant for his/her supervising teacher during periods of regular assignment as a teaching assistant.

C. When a part-time teaching assistant substitutes for his/her supervising teacher during a period beyond his/her normal assignment, the teaching assistant shall receive additional compensation based on his/her hourly rate as a teaching assistant. This provision applies in conjunction with A. above.

D. It is not the intention of the District to utilize teaching assistants for substitute service on a regular and pre-determined basis.

E. The District shall make a good-faith effort to provide a substitute for a teaching assistant when he/she is substituting for a supervising teacher for more than three (3) hours or periods on a given day.

F. When substituting for a teacher other than his/her supervising teacher, a teaching assistant shall, in addition to his/her regular daily salary, be compensated at the rate specified in Appendix A of the Teachers' Contract for Additional teaching Assignments up to a daily maximum equal to the highest daily rate of compensation for per-diem substitute service.

ARTICLE XVIII. CONTRACT SETTLEMENT CLAUSE

The parties hereto agree that they have fully bargained with respect to wages, hours and other terms and conditions of employment and have settled same for the term of this Agreement in accordance with the terms hereof.

ARTICLE XIX. AGREEMENT - DURATION AND RENEWAL

This Agreement shall be effective as of July 1, 2011 and shall continue in effect through June 30, 2015.

Negotiations for renewal, modification or extension of this Agreement may be instituted not earlier than February 1, 2015.

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

EXECUTED: EAST WILLISTON UNION FREE SCHOOL DISTRICT

6/12/2012
Date

By: *Lorna R Lewis*
Superintendent of Schools

EAST WILLISTON TEACHERS' ASSOCIATION

By: *John J. Coyne*
President

APPROVED: EAST WILLISTON UNION FREE SCHOOL DISTRICT

6/13/2012
Date

By: *[Signature]*
President

80-20-124096

APPENDIX A

HEALTH INSURANCE BENEFITS – RETIRED EMPLOYEES (TRS)

AGREEMENT by and between the BOARD OF EDUCATION OF THE EAST WILLISTON UNION FREE SCHOOL DISTRICT, with offices for the transaction of business located at 11 Bacon Road, Old Westbury, NY 11568 (hereinafter referred to as the DISTRICT)

and _____ an employee of the DISTRICT,
(Name)

residing at _____
(Address)

(hereinafter referred to as the EMPLOYEE)

WHEREAS, the EMPLOYEE has offered, and the DISTRICT has accepted said offer, to retire from the employment of the DISTRICT in consideration of which the DISTRICT has agreed to enter into this agreement. The benefits of this agreement are granted in accordance with the memorandum of agreement dated _____; and

WHEREAS, this agreement has been made between the DISTRICT and the EMPLOYEE to establish a binding contractual obligation on the part of the DISTRICT to continue certain health care benefits to the retired EMPLOYEE, so long as the EMPLOYEE maintains his/her retired status within the New York State Teachers' Retirement System.

NOW, THEREFORE, it is agreed as follows:

1. The EMPLOYEE represents to the DISTRICT that he/she is, or shall be on the effective date of retirement, qualified for retirement under the New York State Teachers' Retirement System. The effective date of retirement of the EMPLOYEE is _____ (date).
2. The EMPLOYEE represents to the DISTRICT that he/she will retire from active service effective _____ (date) and that the EMPLOYEE has submitted a written resignation to the DISTRICT effective the aforesaid date of retirement.
3. The retiring teacher will be granted health care coverage (individual or family) for so long as said EMPLOYEE maintains his/her retired status within the New York State Teachers' Retirement System, with the DISTRICT contributing to the cost of said coverage at the same rate was contributed on the last day of employment. The health care plan shall be the health plan the DISTRICT provides to its active employee, as the same may be amended, modified or changed from time to time in the future.
4. The EMPLOYEE acknowledges that his/her health care benefits are solely established by and provided through the health care plan established by the labor contract between the DISTRICT and the ASSOCIATION.

East Williston UFSD

Dated: _____
By Employee

Dated: _____
By Health Benefits Administrator

Dated: _____
District Clerk

Date of Retirement: _____ Rate: _____ Unit: _____