

MEMORANDUM OF AGREEMENT

Between the
District Superintendent
of the First Supervisory District of Monroe County Board of Cooperative Educational Services
("BOCES")

And the
BOCES United Professionals Association/NYSUT/AFT, AFL-CIO ("BUP")

Agree as follows:

Effective July 1, 2025

CORRECTED as of May 20, 2025

WHEREAS, the BOCES and BUP are parties to a collective bargaining agreement ("agreement"), effective through June 30, 2026;

WHEREAS, the parties acknowledge that the agreement includes the following paragraphs in Article VI, Insurance, Section I., Health Insurance (page 11 for reference):

- 1.8.2 Unit members hired after July 1, 2008, will contribute 50% of their current health insurance after 20 years of service.
- 1.9 Unit members hired prior to July 1, 2008, who retire after January 1, 2015, who are eligible for retiree health insurance will be provided health care insurance from among the plans available to active BOCES employees. The employer contribution is based upon the Base Plan offered to active employees. Health care premiums for employees who retire from BOCES will be paid by BOCES according to the following schedule:

- 42.50% of Base Plan premium amount - 15 years of service to BOCES, Monroe #1
- 51.00% of Base Plan premium amount - 16 years of service to BOCES, Monroe #1
- 59.50% of Base Plan premium amount - 17 years of service to BOCES, Monroe #1
- 68.00% of Base Plan premium amount - 18 years of service to BOCES, Monroe #1
- 76.50% of Base Plan premium amount - 19 years of service to BOCES, Monroe #1
- 85.00% of Base Plan premium amount - 20 years of service to BOCES, Monroe #1

WHEREAS, the parties acknowledge that the language of Article VI, Insurance, Section I. Health Insurance impacts the benefit for employees at retirement and the ability for BOCES to recruit and retain employees.

WHEREAS, the parties desire to work collaboratively in unique situations and may wish to enter into a Memorandum of Agreement ("MOA") to address such situations when possible;

WHEREAS, the parties acknowledge that in order to immediately address these concerns, Article VI, Insurance, Section I. Health Insurance, needs to be amended prior to the expiration of the current agreement;

WHEREAS, the parties further acknowledge that this is a mutually beneficial and desired change to the current terms of the agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH BELOW, IT IS HEREBY AGREED AS FOLLOWS:

1. The BOCES and the Association agree to the following language and will incorporate such language into the Collective Bargaining Agreement when they next open for negotiations:
 - Paragraph 1.8.2 shall be **deleted and replaced** as follows:

1.8.2 Unit members who retire after January 1, 2015, who are eligible for retiree health insurance will be provided with health care insurance from among the plans available to active employees. Health care premiums for employees who retire from BOCES will be paid by BOCES according to the following schedule:

42.50% of Base Plan premium amount - 15 years of service to BOCES, Monroe #1
51.00% of Base Plan premium amount – 16 years of service to BOCES, Monroe #1
59.50% of Base Plan premium amount – 17 years of service to BOCES, Monroe #1
68.00% of Base Plan premium amount – 18 years of service to BOCES, Monroe #1
76.50% of Base Plan premium amount – 19 years of service to BOCES, Monroe #1
85.00% of Base Plan premium amount – 20 years of service to BOCES, Monroe #1
 - Paragraph 1.9 shall be **deleted and replaced** as follows:

1.9 Unit members, will be credited for up to 10 years of service for prior experience in the same title in a public school district or BOCES, with no break in service preceding employment with Monroe One BOCES, pursuant to providing proof of such service via a BOCES-provided process. The prior service proof must be fully completed and submitted no later than ninety (90) days before the unit members date of retirement. Those members who accrued years of service as a Monroe One BOCES employee in a different bargaining unit will not lose that credit in effect at the time of appointment.
2. This MOA may not be modified, altered, or changed orally and no other terms or conditions have been agreed to by BOCES and BUP.
3. No alteration or amendment shall be made to this Memorandum of Agreement without written consent of the parties.
4. Each party enters into this agreement knowingly, voluntarily, and without coercion after having the opportunity to review it with a representative of the party's choice.
5. Should any provision of this MOA be declared or determined by any court or reviewing officer or entity to be illegal or invalid, the validity of the remaining provision(s) shall be severed from

this MOA, provided severance of the invalid of illegal provision does not defeat the intent of the parties as reflected in this MOA.

6. This MOA is subject to the approval of the BOCES' Board of Education.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the date set forth below:

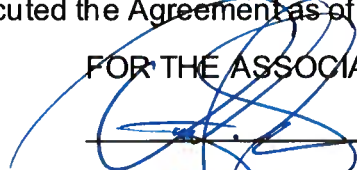
FOR THE BOCES:



Daniel White, District Superintendent

Date:

FOR THE ASSOCIATION:



Andrew Jordan, BUP Co-President

Date:



Marne Brady, BUP Co-President

Date: