# **MEMORANDUM OF UNDERSTANDING (MOU)**

## 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 - June 30, 2026

- 1. BOCES and the BUP are parties to a collective bargaining agreement ("CBA") effective through June 30, 2026.
- 2. The parties acknowledge that Article VI, Insurance, Section 1 (Health Insurance), Paragraph 1.10 of the Agreement pertains to medical insurance.
- 3. The parties acknowledge that this provision relates to unit members opting out of BOCES-offered medical insurance and receipt of a stipend to those employees who elect not to take BOCES-offered insurance, commonly referred to as "opt out".
- 4. The parties further acknowledge that BOCES is required to offer medical insurance to all eligible employees on an annual basis through a process commonly referred to as "Open Enrollment." Open Enrollment occurs in the fall of each school year in preparation for the health insurance year, which runs from January through December.
- The parties acknowledge that BOCES provides all eligible employees with the opportunity to complete the Open Enrollment process, including opting out, each year, and communicates this process to all BOCES employees.
- 6. The parties further acknowledge that the Open Enrollment process, including the opt-out option, is conducted through the Frontline platform and that this process has been in place in its current form since 2022.

### THEREFORE:

- BOCES and the Association agree that, in accordance with the CBA and this MOU, unit
  members are responsible for timely completion of the entire Open Enrollment process,
  including any opt-out elections. Any claims for opt-out that do not align with the Open
  Enrollment process and deadlines will be considered untimely and will not be processed for
  payment.
- 2. BOCES and the Association agree that BOCES will include a note in communications related to the Open Enrollment process indicating that the opt-out option is part of the entire process.
- 3. The parties agree that there is mutual benefit in multiple sources sharing information with employees. Accordingly, BUP leadership agrees to share information regarding Open

Enrollment directly with its members and to forward the BOCES communications described in this MOU to unit members annually, including reference to opting out.

4. The parties agree that, once annually, upon request by BUP leadership, BOCES will provide a list of unit members who participated in the health insurance opt-out option in the prior year. It is understood that BOCES requires a minimum of two weeks' notice to compile this information.

5. The parties further agree that the BUP will be responsible for any additional communication to unit members not described in this MOU.

FOR THE BOCES!

Daniel White, District Superintendent

Date: 120/25

FOR THE ASSOCIATION:

Andrew Jordan, BUP Co-President

Date: 6/25/2025

Marue Brady Marne Brady, BUP Co-President

Date: 6/25/2025