



April 25, 2023

The Regular Meeting of the Alexandria Central School Board of Education, held in the Auditorium, was called to order at 6:03 p.m. by Board President, Suzanne Hunter.

Board Members Present: President- Suzanne Hunter, Betty Compeau, Timothy Davidson, Eric Heath, Heather Lavarney, and James VanCour.

Board Members Absent: Vice President-Christine Lingenfelter

Others Present: Christopher Clapper- Superintendent of Schools, and Brianne Kirchoff- School Business Administrator

The Pledge of Allegiance was recited.

Consent Agenda

- 1) **Minutes:**
 - a. Minutes of the April 18, 2023 Special Board Meeting
 - b. Minutes of the March 28, 2023 Regular Board Meeting
- 2) **March 2023 Fiscal Reports & Warrants:**
 - a. Financial Report
 - b. Activity Account Report
 - c. Lunch Fund Report
 - d. Treasurer's Report
 - e. Warrants
 - f. Internal Audit Report
 - g. Fundraiser Requests: Class of 2023 Prom
- 3) **CSE & CPSE Placements**
 - a. Acceptance of Recommendations from the Committee on Special Education.
 - b. Acceptance of Recommendations from the Committee on Preschool Special Education.

Motion by VanCour, seconded by Davidson, to approve the above Consent Agenda items as presented.

6 yes 0 no Motion Carried

Public Participation

There was a session of public participation

Consent Agenda

-Minutes

-March 2023
Fiscal Reports &
Warrants

-CSE/CPSE

Public Participation

BOCES Election & Administrative Budget Vote

BE IT RESOLVED, that the Alexandria Central School District Board of Education takes action to approve the 2023-2024 proposed administrative budget of the Jefferson-Lewis-Herkimer-Oneida Board of Cooperative Educational Services, as mailed to component districts and presented at the BOCES Annual Meeting on April 5, 2023.

Motion for approval by VanCour, seconded by Lavarnway 6 yes 0 no Motion carried

Voting for the election of members to the Jefferson-Lewis (BOCES) Board of Cooperative Education Services. Four (4) vacancies exist and Four (4) candidates have been nominated to fill these vacancies. The term of office for three (3) of the vacancies is three (3) years (July 1, 2023 – June 30, 2026). The term of office for one (1) of the vacancies is two (2) years (July 1, 2023 – June 30, 2025). The three (3) candidates receiving the highest number of votes will be elected to the three (3) year term and the one (1) candidate receiving the least number of votes will fill the two (2) year term on the BOCES Board.

Motion to cast one vote for Mrs. Alice Draper, Belleville Henderson Central School District, to fill one vacancy on the BOCES Board.

6 yes 0 no Motion carried

Motion to cast one vote for Mr. Peter Monaco, Watertown City School District, to fill one vacancy on the BOCES Board.

6 yes 0 no Motion carried

Motion to cast one vote for Mrs. Grace H. Rice, South Lewis Central School District, to fill one vacancy on the BOCES Board.

6 yes 0 no Motion carried

Motion to cast one vote for Mr. Stephen Dreizler, Alexandria Central School District, to fill one vacancy on the BOCES Board.

6 yes 0 no Motion carried

BE IT RESOLVED, that the Alexandria Central School District Board of Education directs the District Clerk to cast one (1) ballot for each vacancy on its behalf for the candidates above receiving the most votes.

The following four (4) nominees will receive one vote each:

- Mrs. Alice Draper
- Mr. Peter Monaco
- Mrs. Grace Rice
- Mr. Stephen Dreizler

Motion by Compeau, Seconded by Heath 6 yes 0 no Motion carried

Appoint Election Inspectors

Motion by Lavarnway, seconded by Heath, on the recommendation of the Superintendent, that the following individuals be appointed to serve as election / machine inspectors for the annual budget vote and election being held on May 16, 2023: Timothy Helmer, Lisa Tillman, Teresa Brennan, Kristie Hunter, Clerk of Election: Renee Gill.

6 yes 0 no Motion carried

Approve MORIC Cooperative Bidding Resolution

WHEREAS, it is the plan of a number of PUBLIC-SCHOOL DISTRICTS and the MADISON-ONEIDA BOCES (the "BOCES") during the 2023-2024 school year to bid jointly for the purchase of various types of computers and technology commodities (the "Commodities"); and

WHEREAS, the School District ("the School District") is desirous of participating in the joint bidding of the Commodities, as authorized by General Municipal Law, Article 5-G; and

WHEREAS, this Board of Education has received and reviewed the Cooperative Bid Procedures ("the Procedures") governing its right and responsibilities should it elect to participate in the joint bidding of commodities; and

BE IT FURTHER RESOLVED, that in accordance with Cooperative Bid Procedures the Board of Education agrees to award bid purchase item purchases according to the recommendation of the BOCES if such award is in the best interest of the school district.

Motion by VanCour, Seconded by Davidson 6 yes 0 no Motion carried

Approve School Lunch Transfer

Motion by Lavarney, seconded by Compeau, on the recommendation of the Superintendent, to declare as a contingent expense the unanticipated school lunch fund costs for the 2022-23 school year due to inflationary expenses and approve transfers from other parts of the budget to cover these expenses, of \$100,000.

6 yes 0 no Motion carried

Approval of the Alexandria Central School In-House Calendar for 2023-2024

Motion by Heath, seconded by VanCour, on the recommendation of the Superintendent, to approve the Alexandria Central School In-House Calendar for the 2023-2024 school year as presented.

6 yes 0 no Motion carried

Approve School Calendar Changes for the 2022-2023 School Year

Motion by Compeau, seconded by Lavarney, on the recommendation of the Superintendent, to approve Friday, May 26, 2023, as a day that School is not in session and a day off for faculty and staff as an extension to the Memorial Day recess.

6 yes 0 no Motion carried

Volunteer Approval

Motion by Compeau, seconded by VanCour, on the recommendation of the Superintendent, to approve the following as Alexandria Central School Volunteers for the 2022-2023 school year when requested by staff: Ashley Angus

6 yes 0 no Motion Carried

Approve MORIC
Cooperative Bidding
Resolution

Approve School Lunch
Transfer

Approval of the Alexandria
Central School In-House
Calendar for 2023-2024

Approve School Calendar
Changes for the
2022-2023 School Year

Volunteer Approval

Tenure Approval

Motion by Compeau, seconded by Heath, on the recommendation of the Superintendent, to approve the following tenure appointments, with tenure effective as listed below:

<u>Name:</u>	<u>Hire Date</u>	<u>Tenure Area</u>	<u>Tenure Period to Begin</u>
Julie Henry	9/1/2019	Special Education Teacher	9/1/2023
Michele Carr	5/20/2020	Speech Pathologist	5/20/2023
Lorelie Peguerra	9/1/2019	Teachers Assistant	9/1/2023

6 yes 0 no Motion Carried

Approve Leave Request

Motion by Davidson, seconded by Lavarney, on the recommendation of the Superintendent, to approve leave for Heather McIlrath, per Article XI of the Alexandria Central Faculty Association (ACFA) Agreement, effective on or about May 4, 2023. This leave is for approximately six (6) weeks with an anticipated return date on or about June 6, 2023.

6 yes 0 no Motion Carried

Resignations / Retirements

Motion by Heath, seconded by VanCour, to approve the following resignations/retirements:

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
Brittany Vinette	Resignation as Secondary Mathematics Teacher	August 31, 2023
Anne Remington	Resignation as Cook Manager for the purpose of Retirement	June 30, 2023

6 yes 0 no Motion Carried

Appointments

Motion by VanCour, seconded by Davidson, on the recommendation of the Superintendent, to appoint Ian McIlrath as a Secondary English Teacher for the 23-24 school year, effective September 1, 2023 through June 30, 2024. This is a one-year term, non-tenure appointment with a starting salary of \$50,562.

6 yes 0 no Motion Carried

Motion by Lavarney, seconded by Heath, on the recommendation of the Superintendent, to appoint Gregory Roslonowski as a Secondary Mathematics Teacher for the 23-24 school year, effective September 1, 2023 through June 30, 2024. This is a one-year term, non-tenure appointment with a starting salary of \$52,125.

6 yes 0 no Motion Carried

Motion by Heath, seconded by Lavarney, on the recommendation of the Superintendent, to appoint Brandon Hollis as a Secondary Science Teacher for the 23-24 school year, effective September 1, 2023 through June 30, 2024. This is a one-year term, non-tenure appointment with a starting salary of \$55,774.

6 yes 0 no Motion Carried

Motion by Compeau, seconded by VanCour, on the recommendation of the Superintendent, to appoint Kyle Gorman as an Elementary Education Teacher for the 23-24 school year, effective September 1, 2023 through June 30, 2024. This is a one-year term, non-tenure appointment with a starting salary of \$47,434.

6 yes 0 no Motion Carried

Tenure Approval

-Julie Henry

-Michele Carr

-Lorelie Peguerra

Approve Leave Request

- Heather McIlrath

Resignation/Retirement

-Brittany Vinette

-Anne Remington

Appointments

-Ian McIlrath, Secondary English

-Gregory Roslonowski, Secondary Mathematics

-Brandon Hollis, Secondary Science

-Kyle Gorman, Elementary Education

Substitute Approvals

Motion by VanCour, seconded by Compeau, on the recommendation of the Superintendent, to approve the following substitutes for the 2022-2023 school year:

<i>Name</i>	<i>Substitute Positions</i>	<i>Certified</i>	<i>Fingerprinted</i>	<i>New or Returning</i>
Taylor Hudon	Substitute Teacher // Substitute Teachers Assistant	No	Pending	New
Alethea McIlrath	Substitute Teacher // Substitute Teachers Assistant	No	Yes	New

6 yes 0 no Motion Carried

Approve ACFA Memorandums of Agreement

Motion by Heath, seconded by VanCour, on the recommendation of the Superintendent, to approve the Memorandum of Agreement dated March 24, 2023 with the ACFA regarding sports and extracurricular stipends as attached.

6 yes 0 no Motion Carried

Motion by Lavarnway, seconded by Davidson, on the recommendation of the Superintendent, to approve the Memorandum of Agreement dated April 20, 2023 with the ACFA regarding an early retirement incentive as attached.

5 yes 0 no 1 Abstained (VanCour) Motion Carried

Budget Presentation and Business Office Reports by Ms. Brianne Kirchoff, School Business Administrator

School Business Administrator, Brianne Kirchoff, gave an update on the proposed budget for 2023-2024 and reviewed the 3-part budget. Ms. Kirchoff also updated the Board on grants awarded and applied for.

Reports by Mr. Christopher Clapper, Superintendent

Mr. Clapper updated the Board of Education on senior pictures and logo design discussions.

Upcoming Events and Meetings

-Tuesday, May 2, 2023: Budget Hearing & Meet the Candidates Night 6:00 p.m.

-Tuesday, May 16, 2023: Board of Education Meeting - 6:00 p.m.

-Tuesday, May 16, 2023: Budget Vote in Room 260 - 9:00 a.m. to 8:00 p.m.

Committee Updates

Committee updates were given by board members present at the Athletic and Nutrition meetings that were held this month.

Adjournment

Motion by VanCour, seconded by Davidson, to adjourn. Meeting adjourned at 7:14 p.m.

6 yes 0 no Motion Carried

Renee Gill, District Clerk

Substitute Approvals

Approve ACFA
Memorandums of
Agreement

Budget Presentation and
Business Office Reports

Reports by Mr.
Christopher Clapper,
Superintendent

Upcoming Events and
Meetings

Committee Updates

Adjournment

MEMORANDUM OF AGREEMENT
BETWEEN THE
ALEXANDRIA CENTRAL SCHOOL DISTRICT
AND THE
ALEXANDRIA CENTRAL FACULTY ASSOCIATION

March 24, 2023

This Memorandum of Agreement (“MOA”) is made between the Alexandria Central School District (“District”) and the Alexandria Central Faculty Association (“Association”).

WHEREAS, the District and the Association are parties to a collective bargaining agreement (CBA) dated July 1, 2021 to June 30, 2025; and

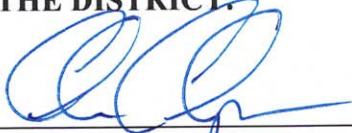
WHEREAS, the CBA at APPENDIX A memorializes the Parties’ agreement regarding Extracurricular and Coaching Stipends; and

WHEREAS, the Parties wish to add Assistant Coaches as paid extra-curricular stipends as part of the CBA.

NOW THEREFORE, the Parties agree to the following:

1. The Parties agree to **MODIFY** APPENDIX A as attached effective July 1, 2023.
2. The Parties agree that the NEW APPENDIX A is for the sole purpose of the addition of certain Assistant Coaching stipends for the District’s sports teams as listed in the attached APPENDIX A.
3. Nothing herein shall modify any other provisions of the CBA other than what is specifically referenced in this Agreement.
4. Upon the Parties signatures hereto, this MOA and the enforceability thereof is dependent upon the condition precedent of legislative approval of the Board of Education by affirmative vote in public session.

FOR THE DISTRICT:

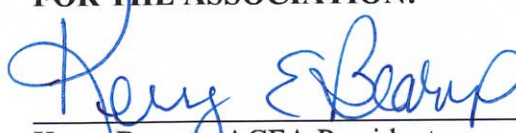


Christopher Clapper, ACSD Superintendent

Date

3/28/23

FOR THE ASSOCIATION:



Kerry Bearup, ACFA President

Date

3/28/23

SPORT STIPENDS 2022-2025

POSITION	INDEX VALUE	STIPEND 2022-25
30 SECOND CLOCK	0.15	\$763
ASST. ATHLETIC COORDINATOR	0.77	\$3,915
ATHLETIC COORDINATOR	1.67	\$8,492
BASKETBALL TIMER	0.35	\$1,780
BOWLING ¹	0.4	\$2,034
GOLF ¹	0.7	\$3,560
JV BASEBALL ¹	0.6	\$3,051
JV BOYS BASKETBALL ¹	0.8	\$4,068
JV GIRLS BASKETBALL ¹	0.8	\$4,068
JV GIRLS SOCCER ¹	0.8	\$4,068
JV GIRLS SOFTBALL ¹	0.6	\$3,051
MOD. BASEBALL ¹	0.4	\$2,034
MOD. BOYS BASKETBALL ¹	0.4	\$2,034
MOD. BOYS SOCCER ¹	0.5	\$2,543
MOD. GIRLS BASKETBALL ¹	0.4	\$2,034
MOD. GIRLS SOCCER ¹	0.5	\$2,543
MOD. GIRLS SOFTBALL ¹	0.4	\$2,034
TENNIS ¹	0.4	\$2,034
VAR. BOYS BASKETBALL ¹	1	\$5,085
VAR. GIRLS BASKETBALL ¹	1	\$5,085
VAR. GIRLS SOCCER ¹	1	\$5,085
VAR. GIRLS SOFTBALL ¹	0.8	\$4,068
VARSITY BASEBALL ¹	0.8	\$4,068
VARSITY BOYS SOCCER ¹	1	\$5,085
VARSITY HOCKEY	1	\$5,085
ASST. HOCKEY	0.8	\$4,068

COACHING LONGEVITY STIPENDS

¹ BASE HEAD COACHING AND ASSISTANT COACHING STIPENDS BY SPORT ACTIVITY ARE DETERMINED BY MULTIPLYING THE INDEX VALUE BY THE BASE STIPEND FOR THE HEAD COACH OR ASSISTANT COACH POSITION. FOR THIS CONTRACT, THE BASE STIPEND FOR HEAD COACH IS \$5,085 (see, e.g., VARSITY BASKETBALL, BOYS AND GIRLS, FOR FULL HEAD COACHING STIPEND). EFFECTIVE JULY 1, 2023, THE BASE STIPEND FOR ASSISTANT COACHES IS \$1,000 FOR ONLY THOSE SPORTS NOTATED WITH THIS FOOTNOTE NO. 1.

UPON COMPLETING THE NUMBER OF YEARS OF SERVICE SET FORTH BELOW IN THE SAME SPORT OR EXTRA-CURRICULAR ACTIVITY, THE UNIT MEMBER WILL BE PAID THE CORRESPONDING LONGEVITY STIPEND. YEARS OF SERVICE AS A HEAD COACH SHALL ONLY COUNT AS YEARS OF SERVICE FOR LONGEVITY AS A HEAD COACH. YEARS OF SERVICE AS AN ASSISTANT COACH SHALL ONLY COUNT AS YEARS OF SERVICE FOR LONGEVITY AS AN ASSISTANT COACH. AT THE SUPERINTENDENT'S DISCRETION, UPON INITIAL APPOINTMENT, TIME SPENT IN THE SAME ACTIVITY IN A PRIOR YEAR (TIME IN ANOTHER DISTRICT MAY BE COUNTED ON FIRST APPOINTMENT AT THE SUPERINTENDENT'S DISCRETION TOWARDS A LONGEVITY AWARD) FOR:

- 4-6 YEARS SHALL RECEIVE \$200 ADDED TO THE BASE STIPEND FOR HEAD COACH AND ASSISTANT COACH;
- 7-9 YEARS SHALL RECEIVE \$400 ADDED TO THE BASE STIPEND FOR HEAD COACH AND ASSISTANT COACH;
- 10-12 YEARS SHALL RECEIVE \$600 ADDED TO THE BASE STIPEND FOR HEAD COACH AND ASSISTANT COACH;
- 13-15 YEARS SHALL RECEIVE \$800 ADDED TO THE BASE STIPEND FOR HEAD COACH AND ASSISTANT COACH;
- 16 OR MORE YEARS SHALL RECEIVE \$1,000 ADDED TO THE BASE STIPEND FOR HEAD COACH AND ASSISTANT COACH.

ALL LONGEVITY STIPENDS ARE PRORATED ACCORDING TO THE POSITION'S INDEX VALUE.

a. A UNIT MEMBER SERVING IN THE SAME SPORT SHALL RECEIVE THE LONGEVITY STIPENDS SET FORTH ABOVE. A UNIT MEMBER SHALL RECEIVE CREDIT FOR THE NUMBER OF YEARS SERVED IN EACH TITLE WITHIN THE SPORT WHEN CALCULATING THE LONGEVITY STIPEND (FOR EXAMPLE: TWO YEARS ASST. MOD. FOOTBALL AND TWO YEARS ASSISTANT FOOTBALL COACH, SHALL EQUAL FOUR YEARS OF CREDIT WITH \$200 TO BE ADDED TO THE BASE STIPEND OF THE ASSISTANT FOOTBALL COACH).

b. FOR PURPOSES OF CALCULATING LONGEVITY STIPENDS UNDER THIS PROVISION, BASEBALL AND SOFTBALL SHALL BE CONSIDERED AS ONE SPORT. ALL OTHER SPORTS LISTED UNDER APPENDIX A SHALL BE CONSIDERED SEPARATE AND DISTINCT SPORTS FOR CALCULATION OF LONGEVITY STIPENDS.

EXTRA-CURRICULAR STIPENDS 2022-2025 (rev 3/27/23)

POSITION	INDEX VALUE	STIPEND 2022-2025
ART CLUB	0.2	\$1,017
BAND	1	\$5,085
BUS DUTY	0.15	\$763
CLASS ADVISOR GRADE 7	0.2	\$1,017
CLASS ADVISOR GRADE 8	0.2	\$1,017
CLASS ADVISOR GRADE 9	0.2	\$1,017
CLASS ADVISOR GRADE 10	0.3	\$1,526
CLASS ADVISOR GRADE 11	0.4	\$2,034
CLASS ADVISOR GRADE 12	0.5	\$2,543
FFA ADVISOR(12 MO. DUTY REQUIREMENT)	1	\$5,085
FRENCH CLUB	0.1	\$509
JR. HONOR SOCIETY	0.1	\$509
MUSICAL	0.8	\$4,068
NATIONAL HONOR SOCIETY	0.1	\$509
ODYSSEY OF THE MIND(Head Coach Only)	0.5	\$2,543
SKI CLUB	0.1	\$509
STUDENT COUNCIL	0.5	\$2,543
VOCAL MUSIC: 30-60 HRS.	0.2	\$1,017
VOCAL MUSIC: 61-80 HRS.	0.3	\$1,526
VOCAL MUSIC: LESS THAN 30 HRS.	0.1	\$509
VOCAL MUSIC: MORE THAN 80 HRS.	0.4	\$2,034
WHIZ QUIZ	0.1	\$509
YEARBOOK	0.5	\$2,543

CHAPERONE PAY

BARGAINING UNIT MEMBERS WHO ARE APPROVED TO PERFORM CHAPERONE DUTIES FOR SCHOOL FUNCTIONS INCLUDING, BUT NOT LIMITED TO, SPORT EVENTS,DANCES,PLAYS, CONCERTS,ETC., WILL BE PAID \$50 PER EVENT. UNIT MEMBERS PAID TO SERVE AS A CLUB OR ACTIVITY ADVISOR SHALL NOT BE ELIGIBLE TO RECEIVE CHAPERONE PAY FOR AN EVENT THEY ARE ALREADY BEING PAID TO ATTEND AS THE ADVISOR. (NO DOUBLE DIPPING)

A BARGAINING UNIT MEMBER SERVING IN THE SAME EXTRA-CURRICULAR ACTIVITY IN THE DISTRICT (TIME IN ANOTHER DISTRICT MAY BE COUNTED ON FIRST APPOINTMENT AT THE SUPERINTENDENT'S DISCRETION) FOR:

4-6 YEARS SHALL RECEIVE \$200 ADDED TO THE BASE STIPEND;

7-9 YEARS SHALL RECEIVE \$400 ADDED TO THE BASE STIPEND;

10-12 YEARS SHALL RECEIVE \$600 ADDED TO THE BASE STIPEND;

13-15 YEARS SHALL RECEIVE \$800 ADDED TO THE BASE STIPEND;

16 OR MORE YEARS SHALL RECEIVE \$1,000 ADDED TO THE BASE STIPEND.

ALL LONGEVITY STIPENDS ARE PRORATED ACCORDING TO THE POSITION'S INDEX VALUE.

MEMORANDUM OF AGREEMENT
BETWEEN THE
ALEXANDRIA CENTRAL SCHOOL DISTRICT
AND THE
ALEXANDRIA CENTRAL FACULTY ASSOCIATION
(Early Retirement Incentive for the 2022-2023 School Year)

April 20, 2023

This Memorandum of Agreement (“MOA”) is made between the Alexandria Central School District (“District”) and the Alexandria Central Faculty Association (“Association”).

WHEREAS, the District and the Association are parties to a collective bargaining agreement (CBA) dated July 1, 2021 to June 30, 2025; and

WHEREAS, the CBA at ARTICLE V SICK LEAVE, Section F. states “A teacher who is planning to retire shall notify the District, in writing, of such intentions no later than 120 days prior to the effective date of retirement. On retirement, an eligible teacher's accumulated and unused sick leave days shall be converted to cash at the rate of forty dollars (\$40.00) per day”;

WHEREAS, the CBA at ARTICLE XVIII HEALTH INSURANCE, Section 7. Provides the rules for Health Insurance in Retirement for employees retiring after July 1, 2022, where the common practice and understanding between the Parties to the CBA is that retirement has always meant a bon a fide retirement by a unit member with the New York State Retirement System, and, further, the Parties agree that Section 7. requires an employee to elect one of two options for their health insurance in retirement; and

WHEREAS, the District and the Association have wish to agree on the terms of an additional retirement incentive with certain additional conditions.

NOW THEREFORE, the Parties agree to the following:

1. The District agrees to provide a one-time retirement incentive under the following terms and conditions:

- A. **Qualifying Unit Members:** Any unit member who as of June 30, 2023, who is over the age of 50 and who has at least 30 years of service in the New York State Teacher Retirement System shall be considered eligible for this Early Retirement Incentive.
- B. **Deadline:** Qualifying Unit Members who wish to elect the Early Retirement Incentive under this MOA must provide an irrevocable letter of retirement to the District in writing and delivered to the Superintendent of Schools no later than the close of business on May 5, 2023, that they wish to elect the Early Retirement Incentive under this MOA with an effective date of retirement of June 30, 2023.
- C. **Terms:** The terms of this Early Retirement Incentive are as follows:
 - i. A Qualifying Unit Member who provides an irrevocable letter of retirement and elects the Early Retirement Incentive shall have their retirement date in their written notice to be effective at the close of business on June 30, 2023, and the member must indicate which option for Health Insurance in retirement the unit member is selecting;
 - ii. Upon the retirement of a Qualifying Unit Member, such member shall receive a \$15,000 one-time payment within 30-day following the unit

member's retirement, or no later than July 30, 2023. The one-time payment will be paid to an IRS 403(b)(7) Tax Sheltered account as set up by the District.

- iii. Such Qualifying Unit Member submitting for retirement shall also be treated as a retiree under the terms of the CBA, but that the Qualifying Unit Member is not required to provide evidence or proof of a bon a fide retirement with the New York State Retirement System.
- iv. In addition to the one-time payment in paragraph ii. above, and under the terms of paragraph iii. above, a Qualifying Unit Member shall be eligible to receive retirement benefits as indicted in the CBA under the following provisions:
 - a. Article V, Section F for the sellback of accumulated and unused sick leave days at retirement, provided the Parties mutually agree to waive the 120-day prior notice; and
 - b. Article XVIII, Section 7, paragraph d. , which states

For employees who retire on or after July 1, 2022, covered employees may elect health insurance in retirement where the covered employee retires with TRS at the same time as their retirement from the District under one of two options below. Regardless of which option an employee selects for their health insurance in retirement, the employee's health insurance entitlement as a retiree is only for that level of coverage in effect at the point of retirement, or less. A retiree may not add coverage in retirement for a new spouse/dependent who was not covered under the employee's plan on the last day of employment with the District, but a retiree may drop coverage for a spouse/dependent under the rules of the plan.

The covered employee at retirement may not elect both options, and they must give notice of which option they select at their time of retirement.

Option 1

- i. The employee may take health insurance in retirement where the retired employee shall contribute a dollar amount equal to the percentage rate of contribution the employee paid on the employee's last day of service in the District, with the Board paying the remaining premium amount, for the life of the retired employee.
- ii. Additionally, once the employee becomes Medicare eligible, the employee is required by the health insurance plan to enroll in Medicare Part B. At that time, the District will reimburse at 100% ONLY the retired employee for their Medicare Part B base rate premium. The retiree may be required to provide, only one time, a complete copy of their Social Security statement showing their Medicare Part B standard charges for reimbursement by the District for life.

- iii. The reimbursement of Medicare Part B premiums under this contract has only ever applied to the Medicare Part B base premium and does not apply to any Income-Related Monthly Adjustment Amount (IRMAA) that may be assessed by the Social Security Administration.

OR

Option 2

- i. The retiring employee can elect to receive a health insurance in retirement bonus equal to \$15,000.
- ii. The health insurance in retirement bonus shall be paid in three equal installments no later than August 31st following the first, second, and third anniversary of the employee's retirement from the District. The payment will be made as a non-elective employer's contribution to the retiree's 403(b) account.
- iii. In the event of a retiree's death, the District will continue to complete payments to the member's 403(b) account in accordance with this provision.
- iii. The Board shall pay 100% of the premium for the retiree's health insurance with the District until the retiree becomes eligible for Medicare, at which time the retiree will switch to primary insurance with Medicare and the retiree will cease all enrollment in the District's health care plan.

D. **Waiver of Claims:** The Parties understand and agree that for any Qualifying Unit Member who elects to participate in the Early Retirement Incentive under this MOA, the Qualifying Unit Member agrees they are waiving any and all claims against the District, except for claims that may exist under the terms of this MOA. The waiver of claims herein includes, but is not limited to, any and all claims for compensation, employment related claims, or claims under the terms of the CBA outside the scope of this MOA as of the date of the Qualifying Unit Member's retirement from the District. Such Qualifying Unit Member is agreeing by submission of their notice of retirement, that such submission is done freely and without coercion or duress, and that the Qualifying Unit Member understands they are permanently severing their employment relationship with the District by their retirement from the District.

E. **Enforceability of this MOA:** The Parties understand and agree that a retiree from the District is not a bargaining unit member of the Association, provided that retirees have contingent vest rights to health insurance in retirement under the terms of the collective bargaining agreement in force at the time of the retiree's retirement from the District. Therefore, the Parties understand and agree that Qualifying Unit Member who elects the Early Retirement Incentive may enforce the financial terms of this MOA through the grievance provision of the Parties CBA, until such time as the District has made all monetary payments to the Qualifying Unit Member as contemplated under this MOA. When all monetary payments have been made, and all that remains is the Qualifying Unit Member's enrollment in the District's Health Insurance as a retiree from the District, such

Qualifying Unit Member shall have only those vested contractual rights as they would apply to any other retiree from the District enrolled on the District’s health insurance as a retiree.

2. The Parties agree nothing in this MOA shall be considered as having established a practice or precedent between the Parties with regards to the terms and conditions of the Parties’ CBA. The Parties further agree that neither the District nor the Association may rely on this MOU for any matter in the future for any reason other than for implementation and enforcement of the terms of this MOA. Nothing herein shall modify any other provisions of the CBA other than what is specifically referenced and specified in this Agreement.

3. Upon the Parties signatures hereto, this MOA and the enforceability thereof is dependent upon the condition precedent of legislative approval of the Board of Education by affirmative vote in public session.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

Christopher Clapper, ACSD Superintendent

Kerry Bearup, ACFA President

Date

Date