

March 13, 2013

Ms. Debra Palmer, Business Manager
Elmira Heights Central School District
2083 College Avenue
Elmira Heights, NY 14903-1652

Dear Ms. Palmer

Enclosed please find information for start up with the NY44 Health Benefits Plan Trust. We will incorporate Elmira Heights Administrative Council, Teachers Association, Educational Support Staff and Confidential non-represented employees into the Trust as of June 1, 2013. I have enclosed the District and Bargaining Unit Memoranda of Agreement. Please obtain the appropriate signatures on the agreements and return them all to my attention to the address above at your earliest convenience. I will then forward you a copy of the final executed agreements.

Should you have any questions, please feel free to contact me at (716) 821-7161 or dmichalak@e1b.org.

Sincerely,



Darleen A. Michalak, Ph.D.
Plan Administrator/ Ex-Officio Trustee
NY44 Health Benefits Plan Trust

Encls.

Memorandum of Agreement

By and Between:

The NY44 Health Benefits Plan Trust (hereinafter known as the Trust) and Elmira Heights CSD (hereinafter known as the District) in accordance with Article 11, Section 9 of the NY44 Health Benefit Plan Trust Agreement.

1. Whereas the District agrees to participate with the NY44 Health Benefits Trust, effective June 1, 2013.
2. That the District agrees to incorporate into the Trust the group of Administrative and Confidential employees of Elmira Heights CSD.
3. The District agrees to pay the monthly premium as so determined by the Trust for all single and family Trust plan participants on or before the fifth of each month.

In addition, the District will pay an administrative fee as determined by the Board of Trustees.

4. The District agrees to participate with the Trust for a minimum of 48 months from the date of entry into the Trust. If the District or the Association wants to withdraw from the Trust, the District, with the Association must petition together to the Trust to request withdrawal from the NY44 Health Benefits Plan Trust.

The District and Association requesting withdrawal from the Trust must give the Plan Administrator a 12-month written notice.

Upon withdrawal from the Trust any claims surplus or deficit will be absorbed by the remaining members of the Trust.

5. The District agrees not to make available any other Health Care Plans to the employees of the District in #2 above during the District participation with the Trust.
6. The District will be represented on the Trust Board of Trustees by a Management Trustee as selected by the Board of Trustees of the Trust, at the Trust's March 2013 Board meeting.

The District will appoint a liaison to work with the designated Management Trustee. The Liaison could attend Trust meetings as a non-voting member.

7. Incorporated as part of the Memorandum of Agreement is the District Board of Education Resolution adopting the NY44 Health Benefit Plan Trust as the sole supplier of Health Care Benefits for the employees of the District as stated in #2.
8. The District agrees to reimburse, in full, the NY44 Health Benefits Plan Trust on or before the 5th of each month, beginning June 1, 2013, the monthly employee/family Health Benefit Plan monthly premiums. Late fees of 2% will be assessed after the 15th of the month in which payment was not received.

This Memorandum of Agreement this _____ day of _____.

By:

Ms. Mary Beth Fiore
Superintendent
Elmira Heights CSD

Date

Mr. Harry Blish
President, Board of Education
Elmira Heights CSD

Date

Trust Chair
NY44 Health Benefits Plan Trust

Date

Darleen Michalak, Ph.D.
Plan Administrator/ Ex-Officio Trustee
NY44 Health Benefits Plan Trust

Date

Memorandum of Agreement

By and Between:

The NY44 Health Benefit Plan Trust (hereinafter known as the Trust) and the Elmira Heights Central School District (hereinafter known as the District) in accordance with Article 11, Section 9 of the NY44 Health Benefit Plan Trust Agreement.

1. Whereas the District agrees to participate with the NY44 Health Benefit Trust, effective June 1, 2013.
2. That the District agrees to incorporate into the Trust the Elmira Heights Administrative Council.
3. The District agrees to pay the monthly premium as so determined by the Trust for all single and family Trust plan participants on or before the fifth of each month.

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2. That the District agrees to incorporate into the Trust the Elmira Heights Educational Support Staff.
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