

1/21/2024

## MEMORANDUM OF AGREEMENT

Except as modified herein, the contract between the BOARD OF EDUCATION, HUNTINGTON UNION FREE SCHOOL DISTRICT (“District”) and the ASSOCIATED TEACHERS OF HUNTINGTON (“ATH”), expiring June 30, 2025, shall remain in full force and effect.

WHEREAS, the Board of Education and the ATH have entered into a collective bargaining agreement covering the period July 1, 2020 through June 30, 2025 (“CBA”) which provides for a retirement payment at Article XXI thereof; and

WHEREAS, the District wishes to provide a one-time retirement incentive should at least five (5) but no more than ten (10) Association members who are eligible for retirement as set forth below submit an irrevocable letter of resignation to the Superintendent of Schools on or before February 15, 2024 for retirement effective close of business on June 30, 2024; and

WHEREAS, the ATH leadership has evidenced its willingness to enter into an agreement to that effect.


NOW, THEREFORE, the parties mutually agree as follows:

1. For retirements effective June 30, 2024, the retirement incentive set forth in Article XXI, Paragraphs B and C of the CBA shall be opened on a one-time basis to any ATH member who is eligible to retire and receive retirement benefits without penalty, subject to the terms set forth herein. Any such ATH member retiring effective June 30, 2024 shall be deemed first eligible for the purpose of Article XXI, Paragraphs B and C of the CBA.
2. For retirements pursuant to Paragraph “1” herein, the retiring ATH member shall not be eligible to receive the Retirement Award set forth in Article XXI, Paragraph A of the CBA or the Retirement Incentive set forth in Article XXI, Paragraph D of the CBA.
3. To be eligible for the retirement incentive described in Paragraph “1” herein, irrevocable written notice of retirement effective June 30, 2024 must be received by the District prior to 4:00 p.m. on February 15, 2024.
4. This entire Agreement is expressly contingent upon the receipt by the District of a minimum of five (5) but no more than ten (10) letters of resignation submitted by eligible ATH members prior to 4:00 p.m. on February 15, 2024, which are effective on June 30, 2024.

- a. In the event the District does not receive a minimum of five (5) letters of resignation prior to 4:00 p.m. on February 15, 2024, the parties agree that all of the provisions of this Agreement and the opening of the retirement incentive set forth at Paragraph "1" shall be null and void and unenforceable in the sole discretion of the District. The District, by Board of Education resolution, may exercise its discretion to void this Agreement or waive the minimum number of five (5) resignations and reactivate the incentive on or before March 29, 2024. However, should the District take no action by close of business on March 29, 2024, then this Agreement is null and void and unenforceable.
  - b. In the event the District receives more than the maximum of ten (10) letters of resignation prior to 4:00 p.m. on February 15, 2024, the parties agree that all of the provisions of this Agreement and the opening of the retirement incentive set forth at Paragraph "1" shall be null and void and unenforceable in the sole discretion of the District. The District, by Board of Education resolution, may exercise its discretion to void this memorandum of agreement or waive the maximum of ten (10) resignations and reactivate the incentive on or before March 29, 2024. However, should the District take no action by close of business March 29, 2024, then this Agreement is null and void and unenforceable.
  - c. In the event this Agreement becomes null and void, those ATH members who submitted a letter of resignation in accordance with Paragraph 3 herein shall be deemed to have rescinded their letter of resignation.
5. Unless nullified earlier pursuant to Paragraph 4(a) or 4(b) above, this Retirement Incentive program shall expire in all respects and be of no further force and effect after June 30, 2024, except for any payments that shall remain due. Such payments shall be made in accordance with past practice.
6. The ATH herewith waives the applicability of Section 209-a(1)(e) of the Taylor Law to the entirety of the provisions of this Agreement.
7. The ATH shall not file a claim, action, grievance, arbitration, improper practice, administrative or other proceeding, and/or litigation related to this retirement incentive and/or this Agreement, on behalf of itself or an other entity or individual, against the District, its Board members, Administrators, officials, employees, and/or agents.
8. The District and the ATH acknowledge that this Agreement constitutes the full, final and complete terms and conditions of the parties' Agreement with respect to the District's eligibility requirements for this one-time retirement incentive. The parties further acknowledge that the District has made no representations to the ATH and/or its members beyond the terms of this Agreement.

9. This Agreement shall be of no force or effect until approved by the Board of Education.
10. This Agreement shall not constitute a policy, practice or precedent of the District and shall not be cited for its existence or its content in any forum for any reason other than a proceeding to enforce its terms.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals  
this 1<sup>st</sup> day of February, 2024.

  
CHRISTIAN BOWEN  
Superintendent of Schools

  
ELIZABETH FLANAGAN  
President  
Associated Teachers of Huntington

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