

MEMORANDUM OF AGREEMENT

AGREEMENT made this 16th day of MAY, 2017, between the BOARD OF EDUCATION OF THE HUNTINGTON UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "Board" or the "District") and the UNITED PUBLIC SERVICE EMPLOYEES UNION DISTRICT AIDE UNIT (hereinafter referred to as the "UPSEU" or the "Unit") is constituted as follows:

WHEREAS, the District and the Unit are parties to a collective bargaining agreement covering the period July 1, 2011 through June 30, 2016 ("Collective Bargaining Agreement"); and

WHEREAS, the District has evinced its interest in providing a two-year, one-time retirement incentive for Unit members who are eligible for retirement as delineated below, and resign from the District for the purposes of retirement; and

WHEREAS, the leadership of the Unit has evinced its willingness to permit the aforesaid Unit members to participate in such retirement incentive;

NOW THEREFORE, the following shall constitute a one-time retirement incentive, as follows:

1. For retirements effective on or before June 30, 2018, and provided that Unit members file their irrevocable letters of resignation pursuant to this agreement as delineated below, on or before the required date, the District will offer a one-time retirement incentive. Such one-time lump sum payment pursuant to this agreement, contingent upon the terms contained herein, shall be as follows:

- a. Teaching Assistants and Aides retiring prior to June 30, 2018 shall receive a one-time payment of \$10,000.00 within 45 days of their separation of service from the District.
- b. Monitors retiring prior to June 30, 2018 shall receive a one-time payment of \$5,000.00 within 45 days of their separation of service from the District.

2. In order to qualify for this one-time retirement incentive payment:

- a. On or before June 30, 2017, at least twelve (12) Unit members must submit their irrevocable letters of resignation pursuant hereto, requesting such incentive. In the event this minimum number of retirees do not retire pursuant to this agreement, then this agreement shall be deemed void *ab initio* and cancelled without District obligation to make any payments pursuant hereto and all such irrevocable letters shall not be effective notwithstanding any action of the Board of Education.

- b. Unit member must be at least fifty-five (55) years of age, and have a minimum of five (5) years of service credit in the Unit in the District. Service credit in the District is determined based upon the service requirements of the New York State Teachers' Retirement System or New York State Employee Retirement System.
 - c. Unit member must actually and permanently retire from the District effective either on or before August 31, 2017 or June 30, 2018.
 - d. Unit members must submit an irrevocable letter of resignation with the Superintendent of Schools no later than the close of the District's business day on June 30, 2017 of their resignation effective either on or before August 31, 2017 or June 30, 2018. Unit members retiring on or before August 31, 2017 may only revoke their resignation in the event of the death of a spouse or disability of the unit member occurring prior to August 31, 2017. Unit members retiring on June 30, 2018 may only revoke their resignation in the event of the death of a spouse or disability of the unit member occurring on or before June 30, 2018.
3. The following general provisions shall apply to this one-time retirement incentive:
- a. Nothing contained herein shall amend, add to, and/or become part of any collective bargaining agreement, nor shall same set a precedent or practice.
 - b. This Agreement and the benefits contained herein shall expire on June 30, 2018.
 - c. This retirement incentive shall be in lieu of any State, local or other retirement incentive, and the acceptance of this incentive pursuant to this Agreement shall constitute a waiver of any right to such other incentives and/or payments.
 - d. This retirement incentive shall not apply to those Unit members who have submitted their resignations for the purposes of retirement or otherwise, prior to the date of the approval and execution of this agreement by the Board of Education, or to those Unit members who do not specifically retire pursuant to this Agreement. Retirement for all purposes of this agreement shall be deemed separation of service from the District after submitting the irrevocable letter of resignation as stated herein.
 - e. Any payments provided for in this Agreement may, at the employee's discretion, be made in the form of an elective employer contribution to the 403(b) tax deferred annuity program in accordance with the District's Plan and applicable Federal and State law, and IRS

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regulations. The Association agrees to indemnify and hold harmless the District with regard to any claims or violations of applicable laws, rules or regulations relating to contributions to such a tax deferred, sheltered annuity, which are attributable to the Unit and/or any of its members.

4. In the event any Unit member files a claim, action, grievance, arbitration, improper practice, administrative or other proceeding, and/or litigation related to this retirement incentive, the Unit agrees to defend, indemnify and hold harmless the District, its Board members, Administrators, officials, employees, agents from such claims or challenges, and any attendant attorneys fees, costs, expenses, or disbursements incurred by the District.

5. The District and the Unit 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 of the one-time retirement incentive. The parties further acknowledge that the District has made no representations to the Unit and/or its members beyond the terms of this agreement.

6. This Agreement shall be of no force or effect until approved by the Board of Education.

7. 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 on the dates delineated below:

Dated: _____

By: _____
Superintendent of Schools

Dated: _____

By: _____
Board President

Dated: 5/24/17

By: Don Blair
Unit President

Dated: 5-16-17

By: _____
UPSEU President