

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, 2026, 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 of July 1, 2025 through June 30, 2029 (“CBA”) which provides for a Retirement Award at Article XXI(A) thereof (“Retirement Award A”); Retirement Incentive at Article XXI(B) (“Retirement Incentive B”); an Additional Incentive at Article XXI(C) (“Additional Incentive C”); and an Additional Incentive at Article XXI(D) (“Additional Incentive D”), all such incentives setting forth certain notice and eligibility requirements; and

WHEREAS, the District wishes to open the Retirement Incentive B and Additional Incentive D on a one-time basis to sunset effective June 30, 2026 should at least five (5) ATH members who are eligible for retirement as set forth below submit an irrevocable letter of resignation to the Superintendent of Schools on or before March 17, 2026 for retirement effective close of business on June 30, 2026 and such ATH members actually and permanently retire from the New York State Teachers Retirement System on June 30, 2026; and

WHEREAS, any ATH member eligible to retire with or without penalty shall be deemed first eligible for the purpose of Retirement Incentive B and Additional Incentive D; 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, 2026, Retirement Incentive B and Additional Incentive D shall be opened on a one-time basis to any ATH member who is eligible to retire and receive retirement benefits with or without penalty, subject to the terms set forth herein. Any such ATH member retiring effective June 30, 2026 shall be deemed first eligible to retire without penalty for the purposes of Article XXI, Paragraphs B and D of the CBA.
2. For retirements pursuant to Paragraph “1” herein, the retiring ATH member shall not be eligible to receive Retirement Award A set forth in Article XXI, Paragraph A of the CBA or Retirement Incentive C set forth in Article XXI, Paragraph C of the CBA.

3. To be eligible for the retirement incentive described in Paragraph 1 herein, irrevocable written notice of retirement effective June 30, 2026 must be received by the District prior to 4:00 p.m. on March 17, 2026.
4. Upon receipt by the District of satisfactory proof of actual and permanent retirement in the New York State Teachers' Retirement System, ATH members shall be eligible to receive the payment of the retirement incentives set forth in Articles XXI (B) and Article XXI (D) of the CBA up to a total maximum payment of \$47,500. The ATH members shall not be eligible for the retirement incentives set forth in Article XXI (A) and XXI (C) of the CBA.
5. This entire Agreement is expressly contingent upon the receipt by the District of a minimum of five (5) letters of resignation submitted by eligible ATH members prior to 4:00 p.m. on March 17, 2026, which are effective on June 30, 2026.
 - a. In the event the District does not receive a minimum of five (5) letters of resignation prior to 4:00 p.m. on March 17, 2026, 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 six (6) resignations and reactivate the incentive on or before March 29, 2026. However, should the District take no action by close of business on March 29, 2026, then this Agreement is null and void and unenforceable.
 - b. 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.
6. Unless nullified earlier pursuant to Paragraph 5 above, this retirement incentive program shall expire in all respects and be of no further force and effect after June 30, 2026, except for any payments that shall remain due. Such payments shall be made in accordance with past practice.
7. Except as modified herein, the CBA shall remain in full force and effect.
8. Except as otherwise set forth herein, this Agreement shall not change the terms of the CBA.
9. This Agreement shall sunset and be of no further effect after June 30, 2026.
10. 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.
11. 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.

12. 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.
13. This Agreement shall be of no force or effect until approved by the Board of Education.
14. 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 _____ day of _____, 2026.

BETH MCCOY
Superintendent of Schools

ELIZABETH FLANAGAN
President
Associated Teachers of Huntington