11-1-24

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

BALLSON SPA CENTRAL SCHOOL DISTRICT

AND

BALLSON SPA TEACHERS' ASSOCIATION

WHEREAS, the Ballston Spa Central School District ("School District") and the Ballston Spa Teachers' Association ("Association") are parties to a collective bargaining agreement for the period July 1, 2023 to June 30, 2028 ("Agreement"); and

WHEREAS, the parties have discussed offering a one-time only retirement incentive for the 2024-2025 school year to address budget challenges ("Retirement Incentive").

THEREFORE, IT IS AGREED AS FOLLOWS:

1. Any member of the bargaining unit retiring this year under the terms of this Memorandum of Agreement ("MOA") shall be entitled to the following benefit, depending on the date of submission of the letter of retirement and the number of letters of retirement received (collective "Retirement Incentive"):

(a) Any member submitting an irrevocable letter of resignation for the purpose of retirement to the Superintendent of Schools on or before January 15, 2025 shall receive a payment of Fifteen Thousand Dollars ($15,000.00). This incentive is limited to a total of fifteen members who submit a letter by the required date. If more than fifteen members submit a letter within the time limit, the fifteen eligible members under this provision shall be determined by those most senior in terms of years of service as a BSTA member in the District. Members will be notified before January 23, 2025 whether or not they will receive this incentive. Any members who do not qualify for this level of service have the right to rescind their letter of retirement (within five days of notification of not being eligible under this provision) or to have their letter for retirement remain for eligibility under Article 22 of the Agreement, but without this additional Retirement Incentive under this MOA.

Any such payments shall be made to the member's designated IRC 403(b) plan, and will be payable on or before June 30, 2025.

2. To be eligible, a member must submit their letter of resignation for the purpose of retirement to the District on or before January 15,2025 with an effective date no later than June 30, 2025.

3. In order to be eligible for this retirement incentive, a member must meet the following conditions:

a. Be 55 years or older at the time of retirement;

b. Have at least ten (10) years of continuous service in the District as an active member of BSTA immediately prior to the time of retirement; and,

c. Must retire under the Rules and Regulations of the New York State Teachers' Retirement System or New York State Employees' Retirement System.

4. Any member retiring under this retirement incentive shall also be eligible for the Retirement Benefits set forth in Article 22 of the Agreement so long as they satisfy the conditions for such benefits. This retirement incentive payment is in addition to those benefits.

5. It is specifically acknowledged by the Association that the District's offer of a Retirement Incentive under the terms of this MOA is a one-time offer that shall be available under the terms of this MOA only. The District and Association shall each endeavor to notify members of the unit of the availability of this retirement incentive, the conditions under which it may be claimed, and the required notification deadline dates.

6. This Agreement shall expire on June 30, 2025 and is not subject to continuation pursuant to applicable provision of the New York State Civil Service Law.

7. This Memorandum of Agreement shall not constitute precedent by either party in any future situation.

8. This Memorandum of Agreement is subject to approval by the Board of Education.

DATED: ______________________

FOR THE BOARD OF EDUCATION

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Mr. Jason Fernau, President

FOR THE DISTRICT

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Dr. Gianleo Duca, Superintendent

FOR THE ASSOCIATION

Kimberly Pusatere

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Ms. Kimberly Pusatere, President