

MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE NORTH SALEM CENTRAL SCHOOL DISTRICT, hereinafter referred to as “the District” and **THE NORTH SALEM TEACHERS’ ASSOCIATION, LOCAL 2879, NYSUT**, hereinafter referred to as “the Association”;

WHEREBY, the District and the Association agree to revive and incorporate the provisions of their 2011-2013 Collectively Negotiated Agreement into a three year successor Collectively Negotiated Agreement, for the period commencing July 1, 2013 through June 30, 2016, except as modified by the following provisions:

1. **Article XVII(A) – Salary Provisions** – For the 2013-14 school year step increase shall be granted to those unit members who are step eligible effective November 1, 2013. Those who were employed during the 2012-13 school year shall receive, effective July 1, 2013, a recurring salary increase, off-schedule of .75% of their 2012-13 school year salary based upon their salary schedule step for 2012-13, only for those who will be placed at Step 12 or beyond.

For the 2014-15 school year, no unit member shall advance a step on the salary schedule. Effective July 1, 2014, there shall be a salary increase of 1.6% for each member of the bargaining unit who was employed during the 2013-14 school year that shall be off-schedule and recurring from year to year.

Effective July 1, 2015, those unit members who are step eligible shall advance one step beyond their 2013-14 step placements on the salary schedule. The salary schedule for the 2015-16 school year shall be the same as that in place for the 2013-14 school year, except that steps 13 and beyond shall be increased by \$500 at each such step.

The provisions set forth above (step movement and off-schedule salary increases) shall apply equally to registered nurses.

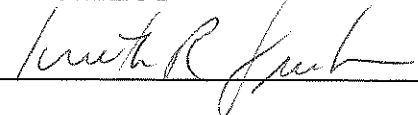
2. **Article XX(A)(1) – Health Insurance** - Modify the provision to state that: Effective July 1, 2013, bargaining unit members who participate in the District’s health insurance program shall contribute at the rate of 14.25% towards the cost of individual and family health insurance premiums and effective July 1, 2014

and bargaining unit members who participate in the District's health insurance program shall contribute at the rate of 15.0% towards the cost of individual and family health insurance premiums

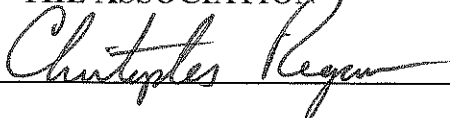
2. Article XVIII(A)(2) – **NSTA Benefit Fund** – Increase the per capita, per annum contribution to \$1,445 effective July 1, 2013.
3. **APPR** – In order to assure the maximum amount of state aid that may be available based upon full compliance with Section 3012-c of the Education Law, and where the District has made no substantive changes to the document agreed to by the Association for the 2012-2013 school year, the Association President agrees to execute those papers necessary to have the District's 2013-14 APPR Plan Document received for final approval by the New York State Education Department. The NSTA president or his/her designee, following a review of a proposed change hereby authorizes the District to make any and all non-substantive changes in the District's APPR Plan Document that are necessary for technical compliance when filing with said Department.
4. Article XVIII(A) – add to the Agreement: “ Unit members who submit their irrevocable letters of resignation for the purpose of retirement to be effective at the end of the 2013-14 school year by no later than January 1, 2014 shall be entitled to a notice incentive payment of \$2,500 to be payable on or before August 31, 2014.
5. Early Retirement Incentive Agreement – a separate document of same date is hereby incorporated by reference within this agreement and shall not become effective until the mutual ratification of this Memorandum of Agreement occurs.
6. Article XVII(D) – **Longevity** – add a 30th year longevity in the non-cumulative amount of \$2,800 to the agreement, effective July 1, 2013.
7. Article XX(F) – Sick Leave Benefits Upon Reduction in Position to Part-time- Any unit member who is in full-time service whose position is reduced to part-time status shall retain all of his or her accumulated sick leave for use during their remaining time of part-time and/or full-time service with the District. In addition he or she shall receive a pro-rated allotment of sick leave days during the time of part-time service that shall be accumulated from year to year if unused during the year in which the days were allotted.

SO AGREED, THIS 16th DAY OF APRIL 2013, SUBJECT TO RATIFICATION BY THE RESPECTIVE CONSTITUENCIES.

THE DISTRICT

BY: 

THE ASSOCIATION

BY: 

SUPPLEMENTAL MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE NORTH SALEM CENTRAL SCHOOL DISTRICT, hereinafter referred to as "the District" and **THE NORTH SALEM TEACHERS' ASSOCIATION, LOCAL 2879, NYSUT**, hereinafter referred to as "the Association";

WHEREBY, the District and the Association agree that it is in their mutual interest to offer an early retirement incentive program to members of the bargaining unit, upon the following terms and conditions:

1. The parties shall implement an early retirement incentive program for unit members in the bargaining unit who are 55 years of age or older and who are placed on Step 15 or above of the salary schedule as of August 31, 2013 and who are eligible to and will retire from the District to receive pension benefits from the New York State Teachers' Retirement System effective between June 30, 2013 and August 31, 2013.
2. The submission of a letter of resignation for the purpose of retirement to the Board Clerk on or before May 3, 2013 shall be an additional condition for entitlement to receive the early retirement incentive benefit.
3. The retirement incentive shall be comprised of two twelve thousand five hundred dollar (\$12,500) payments to the retiree's Section 403(b) I.R.C. tax sheltered annuity account as non-elective direct employer contributions, without cash option. The first payment shall be made during the month of November immediately following date of retirement and the second payment shall be made the next following November.
4. The parties agree that the subject of early retirement incentive shall not be subject to negotiations for a period of five years from the date of this agreement.

SO AGREED THIS 16th DAY OF APRIL, 2013, SUBJECT TO RATIFICATION BY THE RESPECTIVE CONSTITUENCIES.

THE DISTRICT

THE ASSOCIATION

BY: _____



BY: _____

