

**HUNTINGTON UNION FREE SCHOOL DISTRICT**  
**Huntington, NY**

**MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, made this 23<sup>rd</sup> day of March 2023, by and between the Board of Education of the Huntington Union Free School District (the "District"), and the United Public Service Employees Union, Clerical Unit (the "UPSEU" or "Unit") (collectively referred to as the "parties") is constituted as follows:

WHEREAS, the parties have entered into a collective bargaining agreement ("CBA") with a term of July 1, 2018 through June 30, 2022; and

WHEREAS, the General Construction Law Section 24 was amended to include the 19<sup>th</sup> of June, known as Juneteenth, as an official state holiday in which schools may not be in session for instruction; and

WHEREAS, the school calendar includes Juneteenth as a school holiday for students; and

WHEREAS, Article III(C) of the CBA prescribes holidays that will be granted to all Unit members; and

WHEREAS, the Parties have expressed a desire to agree, for the 2022-2023 school year only, to add Juneteenth as an additional paid holiday for the Unit (observed June 19, 2023).

NOW THEREFORE, IT IS HEREBY AGREED by and between the parties as follows that, notwithstanding any provisions of the parties' CBA to the contrary:

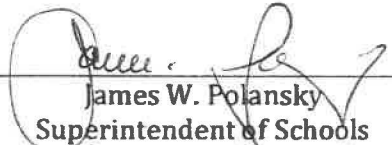
1. The Parties agree that, for the 2022-2023 school year only, the official state holiday Juneteenth (observed on June 19, 2023) shall be added to the list of paid holidays set forth in Article III(C) of the CBA. This provision shall sunset on June 30, 2023.
2. Except as modified herein, the CBA shall remain in full force and effect.
3. It is agreed that the provisions of this Agreement shall be non-precedent setting, shall not constitute a practice or a policy on the part of the District or UPSEU, and except as specifically set forth herein, shall not be construed as modifying or amending any of the terms of the existing CBA, past practice, or policy. Nothing contained herein shall set any precedent or inure to the benefit of any other District employee past, present, or future.

4. This Memorandum of Agreement shall not be utilized by the District or the UPSEU in any grievance, arbitration, charge or claim of any kind, except as necessary to enforce the terms of this Agreement.
5. The failure of either party to enforce any provision of this Memorandum of Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
6. Should any provision of this Memorandum of Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
7. This Memorandum of Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
8. It is agreed that the mechanism to enforce the terms of this Memorandum of Agreement is the grievance procedure set forth in the CBA.
9. This Memorandum of Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
10. This Agreement may not be amended or modified orally; this Memorandum of Agreement can only be amended or modified by written agreement, signed by authorized representatives of both parties.
11. This Memorandum of Agreement, and any amendments to this Agreement, will not be in effect until it is approved by the Board of Education, pursuant to a resolution passed by a majority of its full membership, and signed by authorized representatives of both parties.
12. This Memorandum of Agreement may be executed in counterparts, each of which when executed shall be deemed to be an original and all of which together shall constitute a single instrument binding upon the Parties.
13. Each of the individuals signing this stipulation on behalf of any of the Parties represent that he/she has authority to sign on behalf of the entity or individual for which they have acted as signatory.
14. This Memorandum of Agreement may be delivered by facsimile or electronic transmission. The facsimile or electronic transmission of any signed original

document or any retransmission of any signed facsimile or electronic transmission will be deemed the same as delivery of an original.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the dates below written:

**HUNTINGTON UNION FREE  
SCHOOL DISTRICT**

  
James W. Polansky  
Superintendent of Schools

3/23/2023


Date

**U.P.S.E.U.  
CLERICAL UNIT**

  
Fran Canigemi  
Co-President, Clerical Unit

3/23/2023

Date

  
Mardella Edwards  
Co-President, Clerical Unit

3/23/2023

Date