

MEMORANDUM OF AGREEMENT

Except as modified herein, the contract between the BOARD OF EDUCATION OF THE HUNTINGTON UNION FREE SCHOOL DISTRICT ("District") and the UNITED PUBLIC SERVICE EMPLOYEES UNION, CLERICAL UNIT ("Unit"), expiring on June 30, 2018, shall remain in full force and effect.

This Agreement shall be subject to ratification by the Board of Education.

WHEREAS, a contract exists between the District and the Unit covering the period July 1, 2015 through June 30, 2018 ("Contract");

WHEREAS, Article IV, Section A of the Contract provides that eligible Unit members shall receive sick leave entitlement including full days and half days of sick leave;

WHEREAS, at Article IV, Section C the Contract provides for a sick leave bank ("Contractual Sick Leave Bank") to be administered by a Clerical Sick Leave Bank Committee consisting of four members, all of whom shall be appointed by the Clerical Unit ("Clerical Sick Leave Bank Committee");

WHEREAS, Article IV, Section C of the Contract provides, to be eligible to receive Contractual Sick Leave Bank days, Unit members must deplete his/her total cumulative sick leave as provided in Article IV(A)(1)-(4), "except that a maximum of 30 days per year may be awarded from the bank to employees who have not exhausted their half-day accumulations provided by this Article."

WHEREAS, a member of the bargaining unit, [REDACTED] ("Unit member"), has exhausted her accumulated full day sick leave days ("Full Day Accumulations") due to an extraordinary medical emergency, but has not exhausted her accumulated half day sick leave days ("Half Day Accumulations");

WHEREAS, the Unit member has already been awarded thirty (30) days from the Contractual Sick Leave Bank due to such extraordinary medical emergency and anticipates her absence continuing beyond such thirty (30) days as the result of the same; and

WHEREAS, the District and the Unit have agreed to a one-time modification of the Contract so as to address such emergency.

NOW, THEREFORE, the parties mutually agree as follows:

1. Notwithstanding the provision of Article IV, Sections (A) and (C) of the Contract, the Unit member shall be allowed to deplete her Half Day Accumulations by using two (2) Half Day Accumulations for every one (1) day of absence until such time as she has depleted her Half Day Accumulations.

2. Following depletion of the Unit member's Full Day Accumulations and Half Day Accumulations, she will be deemed contractually eligible to receive additional Sick Leave Bank days in accordance with Article IV, Section C of the Contract as administered by the Clerical Sick Leave Bank Committee.

3. In the event the Unit member does not deplete her Full Day Accumulations and her Half Day Accumulations, then she shall not be deemed eligible for Sick Leave Bank days.

4. In the event the Unit member does not deplete the Sick Leave Bank days granted to her by the Clerical Sick Leave Bank Committee, then any and all unused Sick Leave Bank days shall be credited to the Contractual Sick Leave Bank. Unused Sick Leave Bank days shall not be accumulated by the Unit member and shall not be payable to the Unit member upon separation from service in the District.

5. The Clerical Sick Leave Bank Committee shall administer any and all use of the Contractual Sick Leave Bank in conformity with the provisions of this Agreement and the Contract.

6. This Agreement shall be null and void if the Clerical Sick Leave Bank Committee does not approve the Unit member to use the Contractual Sick Leave Bank.

7. This Agreement shall not serve as a guarantee of employment for any employee.

8. 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 the Unit, and shall not be construed as modifying any of the terms of the existing Contract, or any practices that may exist between the District and the Unit, and further provided that this Agreement and the terms herein shall sunset and be null and void after June 30, 2019.

9. This Agreement shall not be utilized by the District or the Unit in any grievance, arbitration, charge or claim of any kind, except as necessary to enforce the terms of this Agreement.

10. The Unit shall indemnify and save the District harmless against any and all claims, demands, suits, or other liability, including attorneys' fees, that may arise out of or by reason of action taken or not taken by the District for the purpose of complying with this Agreement.

11. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

12. Should any provision of this 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.

13. This 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.

14. It is agreed that the mechanism to enforce the terms of this Agreement is the grievance procedure set forth in the Contract between the parties.

15. This 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.

16. This Agreement may not be amended or modified orally; this Agreement can only be amended or modified by written agreement, signed by authorized representatives of both parties.

17. This 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____ 2019.

**BOARD OF EDUCATION OF THE
HUNTINGTON UNION FREE
SCHOOL DISTRICT**

**UNITED PUBLIC SERVICE
SERVICE EMPLOYEES UNION,
CLERICAL UNIT**

BY: _____
Jennifer Hebert
Board of Education President

BY: _____
Co-President, Clerical Unit

BY: _____
James Polansky
Superintendent of Schools

BY: _____
Co-President, Clerical Unit

BY: _____
Kimberly Nowakowski
Regional Director/VP, UPSEU