

**HUNTINGTON UNION FREE SCHOOL DISTRICT  
HUNTINGTON, NEW YORK**

**MEMORANDUM OF AGREEMENT**

**WHEREAS**, the Board of Education of the Huntington Union Free School District ("District") and the UNITED PUBLIC SERVICE EMPLOYEES UNION, FOOD SERVICE ASSOCIATION are parties to a collective bargaining agreement which expires April 7, 2018; and

**WHEREAS**, the effects of multiple snow storms caused the District to close District schools for a total of five school days; and,

**WHEREAS**, in order to comply with the Commissioner of Education's regulations pertaining to the number of instructional days in the school calendar, the District is required to insert one (1) additional instructional day back into the calendar by utilizing available vacation periods. In order to accomplish this the District has decided to change April 6, 2018 previously scheduled as a vacation day to an instructional day, and,

**WHEREAS**, the District is cognizant that some employees will have already made non-refundable travel or vacation plans for this formerly announced vacation period, and the District wishes to mitigate any economic loss to employees to the extent possible.

**IT IS HEREBY AGREED AS FOLLOWS:**

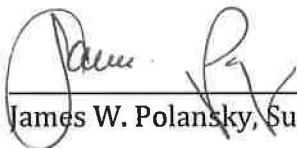
1. That except as modified herein for the limited period of applicability of this Memorandum of Agreement, all provisions of the parties' agreement shall remain unchanged.
2. That this Agreement shall not constitute a practice or precedent between the parties, and that notwithstanding the provisions of the so-called Triborough Doctrine, this Agreement shall automatically expire, and be of no force or effect, as of April 7, 2018.
3. If, in the non-reviewable discretion of the Superintendent, satisfactory documentation is provided by the employee to the Superintendent that he/she made and confirmed non-refundable travel/vacation plans prior to March 12, 2018, the Superintendent will allow the employee to take off on April 6, 2018, with a charge being made by the District to the employee's available personal and/or sick leave days.

4. These conditions are applicable for April 6, 2018 only, and cannot be used at any other time.

5. This Agreement is contingent upon approval by the Board of Education.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 27<sup>th</sup> day of March, 2018

Huntington Union Free school District:

By:   
James W. Polansky, Superintendent

Dated: 3/29, 2018

UNITED PUBLIC SERVICE EMPLOYEES UNION, FOOD SERVICE ASSOCIATION

By:   
President

Dated: 03/27, 2018