

## MEMORANDUM OF AGREEMENT

This AGREEMENT between the Board of Education, Huntington Union Free School District (the “District” or the “Board”), and the Associated Teachers of Huntington (the “Unit”) is constituted as follows:

WHEREAS, the District and the Unit are parties to a collective bargaining agreement covering the period July 1, 2017 through June 30, 2020 (the “CBA”); and

WHEREAS, the spread of the COVID-19 virus has resulted in the closure of school districts and school buildings (hereinafter referred to as a “School Closure”) within the State at the direction of State and/or local health departments and other governmental branches, departments and offices; and

WHEREAS, absent a waiver or suspension by Executive Order, school districts are required to operate for not less than 180 days during the 10-month school year (“State Minimum”), which may include up to four (4) Superintendent Conference Days (“SCD”); and

WHEREAS by Executive Order dated March 16, 2020 (“Executive Order”), the Governor has suspended the operation of the State Minimum for the period March 18, 2020 for two weeks ending April 1, 2020, which may be extended by the Governor (“Waiver Period”); and

WHEREAS, the CBA provides for contractual days of instruction (“DOI”) consisting of classroom instruction days (“CID”) and Superintendent Conference Days (“SCD”); and

WHEREAS, the parties wish to address the terms and conditions of employment of unit members during the aforementioned periods of School Closure as a result of the COVID-19 virus, as well as related issues of distance learning and distribution of food during periods of School Closure; and

NOW THEREFORE, the parties hereby agree as follows:

1. During any period that an school closure in response to COVID-19 is in effect, and notwithstanding any contrary provision of the CBA, any past practice and/or policy to the contrary, all provisions of the current Collective Bargaining Agreement shall remain in force and effect with the exception of the following:

a. **School Calendar and Work Year:** The following provisions shall supplement and where inconsistent supplant the CBA provisions governing the School Calendar and Work Year:

i. The Board agrees to consult with Unit with respect to changes in the school calendar to maximize DOI days as a result of school closings in response to COVID-19 up to the maximum set forth in the CBA.

ii. The Unit agrees the Board may utilize all weekdays that are not legal holidays as instructional days to make-up lost DOI as a result of a School Closure and waives any

contractual maximum on the number of SCD, up to the maximum DOI set forth in the CBA.

iii. The parties agree to implement the Distance Education Learning Plan (“the Plan”) attached hereto as Exhibit “A” effective 3/18/20 in order to provide instruction during a School Closure.

iv. The District agrees to use reasonable efforts to support a ruling from the State Education Department (“SED”) that the District’s implementation of the Plan sufficiently fulfills the State Minimum of instructional days for state aid purposes for the 2019-2020 school year.

v. The parties agree that the DOI will be reduced for each day the Distance Learning Plan is in effect.

b. **Teacher’s Work Week / Work Day:** The following provisions shall supplement and where inconsistent supplant the CBA provisions governing Teacher’s Work Week / Work Day:

i. The Teacher’s work week shall be the same as set forth in the CBA and the Teacher workday shall be governed by the Distance Learning Plan, provided the length of the workday shall not exceed the maximum set forth in the CBA.

c. **Extra Pay for additional services / coaching / extra-curricular / co-curricular pay:** The following provisions shall supplement and where inconsistent supplant the CBA provisions governing the extra-pay for additional services and stipends:

i. Provisions for stipends for additional services, coaching, extra-curricular and/or co-curricular shall be suspended during any period of School Closure in response to the COVID-19 virus unless covered by the Distance Learning Plan or otherwise agreed to by the parties. In the event such services are reinstated or have been already provided prior to a School Closure, staff will be paid for such services on a prorated basis or otherwise agreed to by the parties.

2. Paragraph 1 above will not be applicable to any Unit members who were previously approved for any unpaid leave of absence not associated with a School Closure or an approved extended sick leave that will continue during the period of a School Closure.

3. Notwithstanding any provision of the CBA, any past practice and/or policy to the contrary, any accumulated leave time that was deducted from any Unit member, who voluntarily self-quarantined at the direction of any State or local health official as a result of the COVID-19 virus, prior to or during a School Closure, will have such deducted days replenished upon presentation of proof of same.

4. Notwithstanding any provision of the CBA, any past practice and/or policy to the contrary, following any Waiver Period and/or School Closure, should the District schedule make-up days to meet the State Minimum during any vacation or recess periods between the end of a School Closure and the last day of the school year, which may be after June 30, 2020 upon determination by legislation, Unit members will report to work on all such days, provided that Unit members who are compelled to work beyond DOI for the 2019-2020 school year shall be paid 1/200<sup>th</sup> of their annual salary for each additional day worked.

5. Required contractual observations shall not include any reference to Distance Learning instruction. Nothing herein shall be construed to preventing any teacher rated Developing or Ineffective for the 2019-2020 school year from raising an issue related to the Distance Learning Plan as a basis for adjusting an APPR rating during any appeal made by the teacher.

6. Nothing contained in this Agreement will amend the CBA or establish any future practice and/or policy. The terms of this Agreement are temporary and will only address School Closures and issues related to the COVID-19 virus during the 2019/2020 school year. Nothing herein shall be construed as converting a non-mandatory subject of bargaining into a mandatory subject of bargaining. This Agreement shall sunset and be null and void following the last day of 2019/2020 school year, which may be after June 30, 2020 should the last day of 2019/2020 school year be amended by legislation.

7. Neither this Agreement, nor its terms and provisions, will be admitted into evidence or used in any other proceeding of any kind and nature, in any forum, by the Unit or its membership, except in a proceeding to enforce the terms of this Agreement.

8. Nothing contained in this Agreement will be deemed an admission by the Unit, its members, or the District, its Board of Education, Board members, administrators, employees, attorneys, or representatives of a violation of Federal, State or local laws, statutes, ordinances, rules, regulations, any collective bargaining agreement, past practice, policy, or any other legal and/or contractual authority of any kind and nature.

9. This Agreement constitutes the full agreement between the parties with regard to the terms and conditions of employment for Unit members during a School Closure, for Unit members who self-quarantined prior to a Waiver Period and/or School Closure and for possible make-up days following a Waiver Period and/or School Closure. No other promises or agreements have been made. This Agreement, including this paragraph, may only be modified by a written agreement executed by the parties.

10. In the event that any provision of this Agreement is held by any court of competent jurisdiction to be illegal or invalid, the remaining provisions of this Agreement will be valid and enforceable as written, and the illegal or invalid provisions will be reformed to the extent possible to be consistent with the other terms of this Agreement. If the illegal or invalid provisions cannot be reformed, they will be deemed to not be a part of this Agreement, except that if Paragraphs 1 through 4 above are held to be illegal or invalid, the Superintendent of Schools or the Board of Education may at their option may cancel this Agreement.

11. This Agreement is made and entered into in the State of New York and will be interpreted, enforced, and governed by the laws and regulations of the State of New York and applicable federal laws and regulations, except for the State of New York's choice of law provisions, regardless of the present or future residence and/or domicile of any of the parties.

12. The parties have read and fully understand this Agreement and have entered into same knowingly and voluntarily, and under no coercion or duress of any kind and nature.

13. The Unit President confirms that by executing this Agreement, he/she has the authority to bind, and in fact binds, the Unit and its membership to this Agreement, its terms and provisions, and acknowledges that the District has relied upon this material representation in executing this Agreement.

14. This Agreement may be executed in counterparts, each of which will be deemed an original document and will, together, be deemed to be one and the same instrument.

15. This Agreement is subject to and contingent upon formal review, approval, ratification and execution by the Board of Education. In the event that the Board of Education does not ratify and approve this Agreement, it will become null and void and no adverse inference will be drawn against any party for having entered into this Agreement.

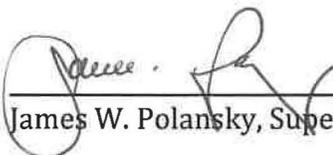
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates delineated below:

Board of Education  
Huntington Union Free school District:

By: \_\_\_\_\_  
Jennifer Hebert, President

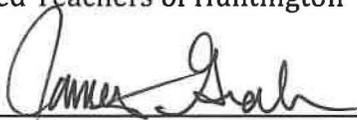
Dated: \_\_\_\_\_, 2020

Huntington Union Free school District:

By:  \_\_\_\_\_  
James W. Polansky, Superintendent

Dated: March 19, 2020

Associated Teachers of Huntington

By:  \_\_\_\_\_  
James Graber, President

Dated: March 19, 2020