

# MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) entered into by and between the Superintendent of the Unatego Central School District (“Superintendent”) and the Unatego Teachers Association (“Association”), collectively (“the parties”) sets forth the following terms of agreement concerning: **New York State Education Department’s (“NYSED”) remote snow day pilot program**

## Recitals:

1. The Superintendent and the Association are parties to a collective bargaining agreement effective July 1, 2018 through June 30, 2021 (“CBA”).
2. As part of the NYSED’s ongoing efforts to provide districts with flexibility in meeting local needs during the COVID-19 pandemic, NYSED is establishing a one-year pilot program to enable school districts to pivot to remote instruction to provide continuity of instruction on what would otherwise be a day of school closure due to a snow emergency.
3. Article XVIII of the CBA provides for the Board of Education to adopt a school calendar of one hundred eighty-six (186) days that contains six (6) days for emergencies. Article XVIII also provides for the conversion of unused emergency days to be converted to vacation days.
4. Bargaining unit members are not required to report for duty on emergency days.
5. The 2020-21 Instructional Calendar adopted by the Board of Education designates February 12, 2021 as a vacation day, and February 16 – 19, 2021 as instructional days.

## Agreement:

1. Subject to approval of the Board of Education, February 12, 2021 will be an instructional day, and February 16 – 19, 2021 will be vacation days.
2. Upon Board approval of the 2020-21 Instructional Calendar changes (Agreement, Paragraph 1.), for the 2020-2021 school year only, the parties agree that for the first three (3) days of the school year that school would normally be closed for emergency purposes, the following shall apply:
  - a. Unit members shall not be required to report for duty;
  - b. Instruction shall pivot to remote delivery from home to ensure continuity of instruction in accordance with the district’s reopening plan;
  - c. Unit members who lose electrical power or who are without internet connection at their homes will attempt to provide continuity of instruction through packets or other educationally sound delivery methods, if possible.
  - d. Said days shall count towards the contractual work year obligations and shall not be considered days used for emergency purposes for the conversion of unused emergency days being converted to vacation days as set forth in Article XVIII of the CBA.
3. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.
4. This MOA is enforceable under Article III – Grievance Procedure in the CBA.
5. This Agreement shall represent the full and complete agreement between the parties and shall become effective upon execution by the parties.
6. Neither party shall use this MOA to support any claim to future expectations or past practice.
7. No provision or provisions of this Agreement may be added to, deleted or modified in any manner unless in writing signed by all the parties hereto.

8. This agreement shall have no force and effect after June 30, 2021.

**Signatures:**

  
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Dr. David S. Richards, District Superintendent

11/4/2020  
Date

  
\_\_\_\_\_  
Ruth Modinger, Association President

11/4/20  
Date

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