

MEMORANDUM OF AGREEMENT
BETWEEN THE SWEET HOME CENTRAL SCHOOL DISTRICT
and the
SWEET HOME EDUCATION ASSOCIATION

This Memorandum of Agreement, dated June 24, 2022, and effective as of July 1, 2022 (“MOA”), is by and between the Sweet Home Education Association (“SHEA”) and the Sweet Home Central School District (the “District”). The District and SHEA are collectively referred to herein as the “Parties.”

WHEREAS, SHEA and the District are parties to a collective bargaining agreement for the period from July 1, 2019 through June 30, 2023 (the “CBA”); and

WHEREAS, the District desires to launch a full-day Universal Pre-Kindergarten Program (“UPK”) to support the students of the Sweet Home Central School District for the 2022-23 school year; and

WHEREAS, pursuant to section 1.1.1.1 of the CBA, “In the event that New York State or Federal Law changes to mandate Pre-Kindergarten for all children, the District agrees to hire and classify all Pre-Kindergarten teachers as members of SHEA, subject to the terms and conditions of the collective bargaining agreement”; and

WHEREAS, the language of Section 1.1.1.1 of the CBA was derived from the settlement of a UPK Grievance in 2009, related to UPK and unit work; and

WHEREAS, as of the date of this Agreement, there have been no changes to New York State or Federal Law regarding mandating UPK for all children, thereby not mandating the District to hire SHEA teachers for a full-day UPK program; and

WHEREAS, the District and SHEA want to allow the use of some SHEA unit members and some external service providers to facilitate the new full-day UPK for the 2022-23 school year.

NOW, THEREFORE, the parties agree as follows:

1. The District intends to open and maintain full-day UPK classrooms both in District elementary school buildings and at offsite location(s) with Community-Based Organizations (“CBOs”);
2. The UPK program will be staffed with a combination of CBO providers and SHEA teachers, specifically using CBO staff at CBO locations and SHEA teachers at District UPK classrooms;
3. SHEA teachers will be selected based on seniority in the required certification areas (Nursery – 6th grade and Birth – 2nd grade certifications);
4. The District reserves its rights under the Grievance Settlement of 2009; This agreement does not modify those rights beyond the length of this agreement;

5. Due to parameters in the New York State UPK grant (<https://www.p12.nysed.gov/upk/QA.html>) (Section 3602-e), any available seat must be filled by children of District residents first. If, however, the District has exhausted the resident waiting list and there is one section that is below the maximum number of 18 students in the room, the District will open seats to children of SHEA members based on the order of their requests. Requests for admittance to a UPK seat by children of non-resident SHEA members will be reviewed on August 15, 2022.
6. This Agreement shall end on June 30, 2023, unless renewed by mutual written consent of both parties.

Modification. No amendment or modification to this MOA shall be enforceable unless reduced to writing and executed by both Parties.

Waiver. Any of the terms of the MOA may be waived in writing by the party which is entitled to the benefit thereof; provided, however, that the failure or delay in exercising any right, power or privilege under this MOA shall not operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this MOA.

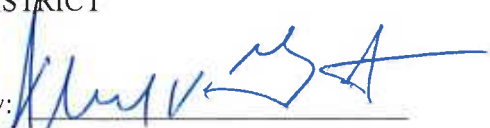
Governing Law. This MOA shall be subject to and interpreted in accordance with the laws of the United States of America and State of New York, without reference to its conflicts of laws rules.

Entire Agreement. This MOA contains the entire understanding between the Parties hereto relating to the subject matter hereof, and shall supersede all prior negotiations, representations, agreements and understandings, whether oral or written, between these parties with respect to the subject matter herein, and neither party shall be liable or bound to the other in any manner by any warranties or representations (whether oral, implied, or otherwise) not set forth herein.

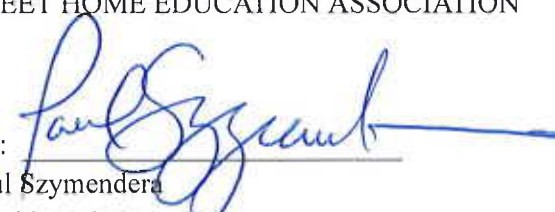
Counterparts. This MOA may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written.

Dated: June 24, 2022
SWEET HOME CENTRAL SCHOOL
DISTRICT

By: 
Michael V. Ginestre
Superintendent

June 24, 2022
SWEET HOME EDUCATION ASSOCIATION

By: 
Paul Szymendera
President, SHEA