

MEMORANDUM OF AGREEMENT

by and between
The Charlotte Valley Central School District
and
The Charlotte Valley Teachers' Association
and
*Sharon Clute

Granting and Utilization of Five (5) Unpaid Leave Days for Previously Scheduled Vacation

This Memorandum of Agreement (MOA) is made by and between the Charlotte Valley Central School District (referred to in this document as the "District") and the Charlotte Valley Teachers' Association (referred to in this document as the "Association") as the primary parties to this MOA.

*Concurrently, however, it is recognized that Sharon Clute (referred to in this document as the "Employee") is a party to this MOA in a limited capacity as delineated in this document; in terms of, specifically, stipulations number 3 and number 4.

The District, the Association, and the Employee shall be, hereinafter, collectively referred to as the "parties".

WHEREAS, the parties are subject to the stipulations of a Collective Bargaining Agreement (CBA), commencing July 1, 2021, and remaining in effect through June 30, 2025; and

WHEREAS, prior to being hired by the District, the Employee had already committed to, scheduled, and paid for a vacation; and

WHEREAS, due to the COVID-19 pandemic, this vacation was cancelled and rescheduled to March 7, 2022, through March 11, 2022, and;

WHEREAS, the District is willing to grant the Employee five (5) unpaid leave days in order to go on her previously committed to, scheduled, and paid for vacation, and accordingly;

IT IS, THEREFORE, HEREBY AGREED AS FOLLOWS:

1. The Employee shall be granted five (5) unpaid leave days in order to go on her previously committed to, scheduled, and paid for vacation.

2. These five (5) days of unpaid leave shall be utilized on the following dates:

- March 7, 2022
- March 8, 2022
- March 9, 2022
- March 10, 2022
- March 11, 2022

- 3. The Employee agrees to utilize the five (5) unpaid leave days on the aforementioned dates.
- 4. The utilization of the five (5) unpaid leave days has been requested by the Employee, and is being authorized due to compelling and unusual circumstances.
- 5. Each provision of this Agreement shall be effective upon execution of this document and its provisions are enforceable through Article IV – GRIEVANCE PROCEDURE of the CBA.
- 6. This MOA shall represent the full and complete agreement between the parties regarding this matter, and shall become effective upon execution by the parties.
- 7. The circumstances of this MOA are unique and this MOA shall not serve as precedent, nor shall it be cited as such, in the future.

For the District:

Mr. James Harter, Superintendent

_____, 2022
Date

For the Association:

Debra Moorby, President

_____, 2022
Date

Employee Signature:

Sharon Clute

_____, 2022
Date