

SUPPLEMENTAL AGREEMENT

BY AND BETWEEN THE Gouverneur Central School District, hereinafter referred to as “the District” and the Gouverneur School Related Personnel Union, hereinafter referred to as “the Union”;

WHEREAS, COVID-19 (Coronavirus) is a pandemic that is spreading throughout the country; and

WHEREAS, the COVID-19 is reported to be highly contagious possibly dangerous to immunocompromised persons, the elderly and young children; and

WHEREAS, the New York State Education Department has put forth guidance to assist schools in providing instruction to children during the pandemic; and

WHEREAS, School Districts were required to submit reopening plans to the New York State Education Department outlining plans for instruction and assurances that the aforementioned guidance is being followed; and

WHEREAS, for the safety of the community, including students and staff, School Districts are required to modify school operations and building access by the directive of the Superintendent of Schools, The New York State Education Department, and/or The Governor of the State of New York.

THEREFORE, the parties hereby agree to the following for the 2020-2021 School Year only:

1. Any changes in the terms and conditions of an employee’s employment related to and occurring during the aforementioned reopening plan and/or modified operations, whether known or unknown to the Union, shall not operate to permanently expand or reduce the scope of the employee’s regular duties, permanently modify any applicable collective bargaining agreement nor diminish the rights of the Union and or its members under such agreement.
2. Notwithstanding any other agreements or anything to the contrary set forth herein, this Agreement and all terms herein shall terminate on June 30, 2021, or earlier by the mutual agreement of both parties. Both parties agree that no terms related to the aforementioned reopening plans and/or modified operations shall establish any precedent or past practice, and no terms relating to the modified operations will be considered to be part of the Collective Bargaining Agreement.

3. The School District will oversee the necessary procedures for the safety of staff according to the District reopening plan as approved by the New York State Education Department for the 2020-2021 School Year.
4. Nothing herein shall be construed to abrogate any provisions of the Parties' Collective Bargaining Agreement or the Union's rights under the Taylor Law. Union members will cooperate and adhere to the District's reopening plan/modified operations. The Union reserves the right to demand negotiation on aspects of the reopening plan/modified operations.

So agreed on this 15 date of October, 2020.

St M Besaw - President
Union

Ramona Jena
Employer