

Memorandum of Agreement (7/1/21 – 6/30/24, #7)

between

The Gouverneur Central School District

and

The Gouverneur Teachers' Association

This agreement is between the Gouverneur Central School District (hereinafter "the District") and the Gouverneur Teachers Association (hereinafter "the Union"), collectively "the parties." The District and the Union agree that this agreement establishes no precedent or rights to bargain such agreement in the future.

WHEREAS, the collective bargaining agreement between the District and the Union, specifies that "[c]lassroom unit members will not be used as substitutes for other unit members during the regular school day in cases when a substitute teacher can be employed, Exceptions-except in cases when, substitute teachers are not available or when the absence involves too short of period of time to justify employment of a substitute."

WHEREAS, the collective bargaining agreement between the District and the Union, further specifies that "[t]he District will make every reasonable effort to construct master schedules and individual schedules in such a way as to provide each member of the bargaining unit a minimum of 200 minutes per week of duty-free preparation time during the student day, exclusive of a thirty-minute duty-free lunch."

WHEREAS, the parties recognize that teacher absences and substitute shortages during COVID-19 have resulted in difficulties covering all class periods.

WHEREAS, the parties desire to provide additional compensation to teachers who voluntarily forfeit an above-mentioned preparation period in order to provide coverage for a class period when the assigned teacher is absent and no substitutes or other appropriate means are available to cover the class period.

WHEREAS, the parties also desire to provide additional compensation to teaching assistants who substitute when the assigned teacher is absent and no substitutes or other appropriate means are available to cover the class period.

NOW THEREFORE, the parties agree to the following:

- 1.) If the District identifies a class period for which the teacher is absent and substitute or other appropriate means of coverage are not available, then the District may offer to pay additional compensation to a teacher who voluntarily forfeits a free period in order to cover the class period.
- 2.) For each free period forfeited in order to provide coverage for a class period, the teacher shall receive an additional thirty dollars (\$30.00) in pay.

- 3.) Selection of the teacher receiving additional pay for forfeiting a free period shall be at the discretion of the District.
- 4.) If the District identifies a class for which the teacher is absent and determines that a teaching assistant will be requested to substitute, then the District may offer to pay additional compensation to the teaching assistant.
- 5.) The assignments will be made in either a ½ day or full day increment. For each full day of substitute teaching work that a teaching assistant performs at the request of the District, the teaching assistant will receive an additional forty dollars (\$40.00) in pay. For each half day of substitute teaching, the teaching assistant will receive an additional twenty dollars (\$20.00) in pay.
- 6.) Selection of the teaching assistant receiving additional pay for substitute teaching shall be at the discretion of the District.
- 7.) This agreement shall sunset and terminate on June 30, 2024. No precedent, rights, or expectation shall be established for similar agreements in the future.
- 8.) Nothing in this agreement shall be used as an admission or interpretation of the collective bargaining agreement.

The Parties' consent to this Memorandum of Agreement is indicated by their signatures below.

GOUVERNEUR CENTRAL SCHOOL DISTRICT:

Jacquelyn L. Kelly
 Jacquelyn L. Kelly, Superintendent of Schools

9/25/2023
 Date

David Fenlong, President, Board of Education

[Signature] 9/25/23
 Date

GOUVERNEUR TEACHERS' ASSOCIATION:

David M. Dailey
 David "Mark" Dailey, Co-President

9/26/23
 Date

Jerrilyn Patton
 Jerrilyn Patton, Co-President

10/11/23
 Date

Approved by the Board of Education at the regular meeting held September 25, 2023.

Tatia Z. Kennedy
 Tatia Z. Kennedy, District Clerk

9/27/23
 Date