Memorandum of Agreement (7/1/24 - 6/30/28, #6)

between
The Gouverneur Central School District
and
The Gouverneur Education Association

(Teacher Leave for Service as Town Justice)

This MEMORANDUM OF AGREEMENT (the "MOA") is between the Gouverneur Central School District (the "District") and the Gouverneur Education Association (the "Association") regarding terms and conditions of employment for teacher Timothy Knowlton ("Mr. Knowlton"), who also serves as Town Justice for the Town of Fowler (the "Town").

WHEREAS, the District and the Association are parties to a collective bargaining agreement for the period July 1, 2024 through June 30, 2028 (the "CBA"), which sets forth the terms and conditions of employment for certified employees such as teachers; and

WHEREAS, the CBA, at Article 8, sets forth the duration of the teachers' standard work day, and rules leaving work at the conclusion of the workday: and

WHEREAS, Mr. Knowlton possesses a Permanent Certificate in "Technology Education" and has been appointed by the Board of Education as a probationary teacher; and

WHEREAS, Mr. Knowlton also serves as elected Town Justice for the Town, and as of the date of this MOA, Court is held on the first and third Tuesdays of the month commencing at 12:00 p.m.; and

WHEREAS, Mr. Knowlton wishes to continue service as Town Justice for the Town, but the Court's present schedule conflicts with the standard workday for Mr. Knowlton as a teacher; and

WHEREAS, the CBA does not provide for sufficient leave, paid or unpaid, for Mr. Knowlton to utilize for the purpose of serving as Town Justice during the standard workday for District teachers; and

WHEREAS, the District and the Association are amenable to establishing terms and conditions of employment specific to Mr. Knowlton such that he may continue serving as Town Justice during the 2025-2026 school year.

NOW, THEREFORE, the District and the Association agree as follows:

- 1. Mr. Knowlton shall be permitted to leave work at 10:45 AM on the first and third Thursday of each month for the purpose of serving as Town Justice for the Town of Fowler. He shall notify the High School office prior to leaving his classroom. In the event a substitute teacher is not present at the time Mr. Knowlton would otherwise be leaving for service at Court, he shall ensure students are under appropriate adult supervision before leaving.
 - 2. Mr. Knowlton's absences for the purposes of serving as Town Justice shall be unpaid, and on each occasion for which he serves in that capacity, he shall be docked one-half (1/2) day of pay at his per diem rate.
 - 3. Mr. Knowlton shall provide the Superintendent of Schools with a schedule of his anticipated Court service for the 2025-2026 school year, such that his wage adjustments can be anticipated and applied throughout the school year. In the event Mr. Knowlton's anticipated Court service schedule will change, he shall promptly notify his Building Principal and the Superintendent of Schools in writing.

- 4. The District authorizes Mr. Knowlton to utilize twenty (20) unpaid half-days, for a total of ten (10) full days, during the 2025-2026 school year for the purposes of serving as Town Justice. Should Mr. Knowlton's service as Town Justice require additional absences, he must seek and obtain approval from the Superintendent of Schools in advance in order utilize additional unpaid leave for that purpose.
- 5. The leave authorized under this MOA is for the sole purpose of serving as Town Justice and may not be utilized for any other purpose. If Court is cancelled or Mr. Knowlton is not required to serve as Town Justice on a particular date, he shall so notify the Superintendent of Schools and the High School Principal, and it is expected he shall work the entirety of the work day at the District unless an alternate form of authorized leave is utilized.
- 6. Mr. Knowlton is commencing employment with the District in a probationary capacity. The Parties agree that if Mr. Knowlton's unpaid absences resulting from his service as Town Justice do not exceed twenty (20) half-days/ten (10) full days during the 2025-2026 school year, there will be no modification to the duration of his probationary period. If, however, additional unpaid leave days are requested and approved, the District will reevaluate whether the probationary period will be extended based upon the number of unpaid leave days utilized.
- 7. This MOA shall be effective for the 2025-2026 school year only. It shall not continue beyond the 2025-2026 school year unless this MOA is modified by written amendment signed by the Parties.
- 8. This MOA is based upon the unique and compelling circumstances presented by Mr. Knowlton's service in the elected office of Town Justice. It is not precedent-setting.
- 9. This MOA does not require modification or amendment to the CBA.
- 10. This MOA is subject to approval by the Board of Education, and shall not be effective unless or until approved.

For the District: Yacquelyn Kelly Jacquelyn Kelly Superintendent	For the Association: Jerulyu Catton Jerrilyn Patton President
Dated: 9/10/2025	Dated: $\frac{9/12/3025}{}$
Acknowledged and accepted:	
Hon Wanowllow	
Timothy Knowlton	
Teacher/Town Justice	
Dated: 9/10/25	
Approved by Resolution of the Board of Educati	ion on September 8, 2025.

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