

# **MEMORANDUM OF AGREEMENT**

**by and between**

**The Charlotte Valley Central School District**

**And**

**The Charlotte Valley Teachers' Association**

**And**

**Danielle Schmider-Dorsey**

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”), and Danielle Schmider (referred to in this document as “Dorsey”), 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**, Article XIII, Paragraph C(1)(a) of the Agreement for the years 2021 through 2025 provides that academic subject area teachers shall have eight (8) periods each day, and a maximum of six (6) instruction periods, plus one duty; and

**WHEREAS**, Danielle Dorsey is a Science teacher and due to extreme circumstances the District is in need of additional periods of teaching beyond the maximum of six instructional periods provided by Article XIII.; and

**WHEREAS**, the District, the Association, and Dorsey agree that Dorsey will provide seven and one half instructional periods with no duty during at least a portion of the 2023-2024 school year; accordingly

## **IT IS, THEREFORE, HEREBY AGREED AS FOLLOWS:**

1. The parties agree that Dorsey will provide seven (7.5) instructional periods per day for the 2023-2024 school year for as long as this MOA is in effect.
2. It is agreed and understood that Dorsey will be compensated at the amount of \$114.22 per day that she provides seven and one half periods of instruction, added on to her 2023-2024 school year salary for the additional instructional period that she will be providing. This amount is based upon the calculation of 2/6 of Dorsey’s per diem amount of her base 2023-24 salary.

3. It is agreed and understood that Dorsey and the Association are waiving the specific requirements of Article XIII in the Agreement of a maximum of six instructional periods per day with respect to Dorsey for as long as this MOA is in effect.
4. All other relevant portions of the Tentative Agreement for 2021 to 2025 will still apply to Dorsey.
5. The District reserves the right to reduce Dorsey's instructional periods back to six periods per day as provided by the contract upon the hiring of a Science teacher.
6. In the event that the District is unable to hire a Science teacher, this agreement will expire at the conclusion of the 2023-2024 school year.
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.
8. This MOA is subject to approval by the Board of Education of the Charlotte Valley Central School District.

For the District:

  
Eric Whipple, Superintendent of Schools / Date

8/29/23

For the Association:

  
Mrs. Debbie Moorby, Association President / Date

8/29/23

  
Danielle Schmider-Dorsey, Teacher