

MEMORANDUM OF AGREEMENT

by and between

The Charlotte Valley Central School District

And

The Charlotte Valley Teachers' Association

And

Rachel Scott

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 Rachel Scott (referred to in this document as "Scott"), 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; and

WHEREAS, Rachel Scott is a Special Education teacher and due to extreme circumstances the District is need of an additional period of teaching beyond the maximum of six instructional periods provided by Article XIII.; and

WHEREAS, the District, the Association, and Scott agree that Scott will provide seven instructional periods during at least a portion of the 2022-2023 school year; accordingly

IT IS, THEREFORE, HEREBY AGREED AS FOLLOWS:


1. The parties agree that Scott will provide seven (7) instructional periods per day for the 2022-2023 school year for as long as this MOA is in effect.
2. It is agreed and understood that Scott will be compensated at the amount of \$49.28 per day that she provides seven periods of instruction, added on to her 2022-2023 school year salary for the additional instructional period that she will be providing. This amount is based upon the calculation of 1/6 of Scott's per diem amount of her base 2022-23 salary.
3. It is agreed and understood that Scott 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 Scott 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 Rachel Scott.
5. The District reserves the right to reduce Scott's instructional periods back to six periods per day as provided by the contract upon the hiring of a [insert subject area] teacher.
6. In the event that the District is unable to hire a Special Education or 7-12 ELA teacher, this agreement will expire at the conclusion of the 2022-2023 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

For the Association:


Mrs. Debbie Moorby, Association President / Date


Rachel Scott, Teacher