

**MEMORANDUM OF AGREEMENT**

**between the**

**ITHACA CITY SCHOOL DISTRICT**

**and**

**ITHACA SUBSTITUTES ASSOCIATION**

*Per Diem, Building and Classroom Collaboration Substitutes*

**THIS MEMORANDUM OF AGREEMENT** is made between Ithaca Substitutes Association (hereinafter the "Association") and the Ithaca City School District (hereinafter "District"), severally known as "the parties".

**WHEREAS**, the parties entered into a Collective Bargaining Agreement governing all negotiable items between the District and the Association for the period of July 1, 2018 through June 30, 2024 (hereinafter the "Agreement");

**WHEREAS**, due to the COVID-19 pandemic and uncertainty surrounding in-person, remote and hybrid Continuity of Learning plans, the parties have met to discuss the best way to utilize Association members for the 2021-2022 school year.

**NOW THEREFORE**, it is mutually agreed between the parties as follows:

1. Due to the COVID-19 pandemic, the abrupt termination of in-person teaching, lack of professional development opportunities in the 2019-2020 and 2020-2021 school year, that any substitute who earned a paid Professional Development day(s) by the end of the 2018-2019, 2019-2020 and 2020-2021 school years per Article VI.G of the collective bargaining agreement, shall have until June 30, 2022 to participate and receive pay for up to six (6) District or BOCES sponsored professional development day(s).
2. Any substitute who earned a paid Professional Development day as a result of an Emergency Closing day(s) by the end of the 2018-2019, 2019-2020 and 2020-2021 school years per Article VII.B of the collective bargaining agreement, shall have until June 30, 2022 to participate and receive pay for a District or BOCES sponsored professional development day.
3. For the 2021-2022 school year, there shall be three (3) categories of substitutes: Per Diem Substitutes, Building Substitutes and Classroom Collaboration Substitute Teachers (hereinafter, "CCS").
4. Per Diem substitutes are defined as a person employed by the District as a day-to-day temporary replacement for a teacher who is ill or on leave. Per diem substitutes shall follow all normal procedures for securing a daily substitute placement through Frontline.

5. For the 2021-2022 school year, Building Substitutes are defined as a substitute that shall be hired for the entire school year and substitute five (5) days per week in-person or remotely and cover Wednesday office hours for a teacher who is absent. Building Substitutes shall also be available as float substitutes and assist the principal when a teacher is absent either in-person or remotely.
6. For the 2021-2022 school year, CCS are defined as a substitute that shall be hired for the entire school year and would typically substitute four (4) days per week in-person or remotely. CCS shall be assigned to a remote teacher and shall assist the teacher with management of the classroom as well as support students' educational and emotional needs. In addition, CCS would also be available to substitute on Wednesdays when his/her remote teacher is absent.
7. The procedure for becoming a Building Substitute and CCS shall be as follows:
  - a. The Association shall develop a registration form;
  - b. The Association will distribute the registration form to all eligible substitutes with a submission date.
  - c. The Association shall collect all registration forms, organize the data into an Excel spreadsheet and submit the registration information to the District.
  - d. The District shall assign Building Substitutes and CCS based on School/Building needs.
  - e. The District shall notify the Building Substitute(s) and CCS in writing of their selection.
8. Besides the term and conditions of employment as set forth in the collective bargaining agreement, Building Substitutes and CCS shall have the following enhanced benefits:
  - a. Building Substitute's and CCS service shall be considered Extended assignment status from Day 1 and retroactive to the beginning of their assignment. Building substitutes and CCS shall receive the extended assignment wages plus as additional fifty dollars (\$50) All-Year In-Person Commitment Pay (hereinafter, "AICP") per day. (see chart below)

Sub Level	Compensation/Day
Level one (1)	\$229.68
Level two (2)	\$264.49


- b. Per Diem, Building and CCS shall be eligible for the additional two dollars (\$2) per day Substitute Commitment Rate (SCR) per Article VI.B of the Collective Bargaining Agreement.
- c. Any COVID-19 materials and services (PPE, enhanced PPE, COVID-19 testing, etc.) provided to District teaching staff, shall also be provided to Building Substitutes

and CCS.


- d. Building Substitutes and CCS shall be eligible for both Families First Coronavirus Response Act (hereinafter, "FFCRA") and New York State-mandated COVID-19 sick leave.
  - e. If eligible, Building Substitutes and CCS shall be entitled to Family Medical Leave Act and Expanded Family Medical Leave Act protections.
  - f. In the event that the District needs to cease in-person or remote instruction and transition to a fully virtual instructional model due to COVID-19, Building Substitutes and CCS shall be compensated up to twenty (20) work days per closure at their full pay rate, which includes the AICP per day.
  - g. Building substitutes who agree to work five (5) days per week shall be eligible for paid leave days. The following conditions shall apply:
    - i. Accrue .5 day per month;
    - ii. Accruals begin on the 15<sup>th</sup> of each month (September-June);
    - iii. Maximum accrual of five (5) days per school year;
    - iv. At the end of the school year, up to two (2) days of accrued time may be rolled over to the next school year.
9. Per Diem Substitutes, Building Substitutes and CCS shall be entitled to paid Professional Development days on September 2<sup>nd</sup>, 7<sup>th</sup>, 8<sup>th</sup>, ~~X~~ and ~~X~~. Substitutes shall use "Pink Sheets" and submit them to the District for compensation. Compensation shall be made within thirty (30) calendar days.
10. The parties agree to meet at a minimum bi-weekly to discuss and problem solve the use of Per Diem Substitutes, Building Substitutes and CCS.
11. Any disagreement, misapplication, or misinterpretation of this Memorandum of Agreement shall be adjudicated through the grievance process in the Agreement.
12. This Memorandum of Agreement constitutes the complete agreement by and between the parties and may not be changed or modified except in writing executed by the same parties hereto.

**SIGNATURE PAGE FOLLOWS**

Signatures:

  
\_\_\_\_\_  
Superintendent of Schools  
Ithaca City School District

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
President  
Ithaca Substitutes Association

  
\_\_\_\_\_  
Date