

**MEMORANDUM OF AGREEMENT**  
**between the**  
**ITHACA CITY SCHOOL DISTRICT**  
**and**  
**ITHACA SUBSTITUTES ASSOCIATION**  
*Emergency Days*

**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**, Article VII.B of the Agreement outlines Emergency Closing days and paid professional development for members scheduled to substitute on those days; and

**WHEREAS**, the parties wish to amend Article VII.B of the Agreement.

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

1. Effective upon execution of the Memorandum of Agreement, Article VII.B of the Agreement shall be amended as follows:

**B. Emergency Closing.**

When schools are closed due to weather emergency or other emergency, the District will have no obligation to pay a per diem substitute who has been called in to work, provided that notice of the closing was available through usual local media outlets before the per diem substitute's regular report-in-time. If the notice of closing due to weather emergency or other emergency is given after the per diem substitute's regular report-in-time but before the mid-point of the workday, the per diem substitute will be paid for one-half (1/2) day. If the notice is given after the mid-point of the workday, the per diem substitute will be paid for the full day.

When schools are closed due to weather emergency or other emergency, the District will permit a substitute who has been scheduled to work a full day to take one (1) day of paid professional development and a substitute who has been scheduled to work a half (1/2) day to take a half (1/2) day of paid professional development in a District or BOCES sponsored course. Such "paid professional development days" must be

taken prior to the end of following school year. If any substitute is unable to take such professional development day as a result of the District being unable to provide such professional development opportunity to the substitute, then the District shall reimburse said substitute for said day or days on or before the end of the school year in which said professional development days should have been taken.”

2. Any disagreement, misapplication, or misinterpretation of this Memorandum of Agreement shall be adjudicated through the grievance process in the Agreement.
3. 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***

**IN WITNESS WHEREOF**, the parties hereto have caused this Memorandum of Agreement to be executed on the date herein written:

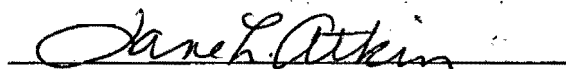
**ITHACA CITY SCHOOL DISTRICT**



By: Luvelle Brown  
Its: Superintendent of Schools

Date: 8/14/19

**ITHACA SUBSTITUTES ASSOCIATION**



By: Jane Atkin  
Its: President

Date: 9/16/19