

MEMORANDUM OF AGREEMENT

Between The Marion Central School District And The Marion Teachers' Association

This Agreement is made as of the 27th day of March, 2023, between the Marion Central School District (the "District"), and the Marion Teacher's Association ("MTA").

WHEREAS, the District and the MTA are parties to a collective bargaining agreement covering July 1, 2016 to June 30, 2020 as extended to June 30, 2023 by agreement between the parties ("the CBA"); and

WHEREAS, the parties recognize that Article IX, Section C of the CBA provides restrictions on the full-time teaching load; and

WHEREAS, the District from time to time, and in certain circumstances, has a need to adjust certain teaching positions and/or assignments; and

WHEREAS, such adjustments may result in the need to fill vacant positions to meet the pedagogical needs of the District and to provide appropriate and necessary course offerings to students of the District which would result in some members of the teaching staff having teaching responsibilities in excess of the restrictions referenced above; and

WHEREAS, the parties wish to ensure that in these circumstances the affected members of the teaching staff are properly compensated in a uniform manner.

NOW THEREFORE, in the spirit of good faith and cooperation, it is hereby understood and agreed to by the Parties that:

1. The District may offer an assignment of an additional class period to a member of the teaching staff for either the entire academic school year, or for a portion of the school year. The decision of whether to offer an additional class period, and to whom such offer shall be made, rests in the District's sole and absolute discretion.
2. To compensate a member of the teaching staff for performing the additional duties incumbent in being assigned additional class period(s) of instruction they shall be entitled to additional payment based on the ratio the additional assignment to their base salary (e.g. they would receive 1/6 of their base salary for a course lasting the entire academic school year. Courses lasting less than a full academic school year would be prorated accordingly).
3. The above changes will take effect when this Agreement is fully executed, and approved by the Board of Education.
4. The Parties acknowledge that the terms of this Agreement shall be incorporated into any successor agreement to the CBA.
5. All other components of the CBA shall remain unaltered.


Dr. Ellen Lloyd, Superintendent of Schools

Date:

3/28/23.


Michael Herlan MTA President

Date:

3/29/23