

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the “Agreement”) is made by and between the Bainbridge-Guilford Central School District (the “District”) and the Bainbridge-Guilford Teachers’ Association (the “Association”) (collectively, the “Parties”), sets forth the following:

### Recitals:

1. The District and the Association are parties to a **collective bargaining agreement (“CBA”)** covering the period of July 1, 2021 through June 30, 2024;
2. Article I, paragraph F of the CBA provides in relevant portion the following:

*“Teacher shall mean those persons regularly appointed by Board action for a period of one semester or more, including Licensed Teaching Assistant (LTA), Registered Nurse (RN), Speech Therapist, Occupational Therapist (OT), Dean of Students, School Psychologist, School Social Worker, School Counselor, Non-Administrator Special Education Chairperson, Nurse Practitioner and substitutes who assume the duties of a classroom teacher, LTA, RN, Speech Therapist, OT, Dean of Students, School Psychologist, School Social Worker, School Counselor, Non-Administrator Special Education Chairperson or Nurse Practitioner for a period of 40 working days or more in the same assignment, whose major function is the instruction or guidance of pupils...”*

3. Article IV paragraphs B and F provide the following:

*“B. Teachers will be paid \$40.00 per approved graduate level credit hour. The District shall recognize hours of graduate credit granted by an accredited institution of higher learning. Such hours shall be appropriate to the member's tenure area. Any course not part of an approved program leading to a recognized degree in education as certified by the State Education Department must be approved by Chief Executive Officer. The District may recognize hours of undergraduate credits granted by an accredited institution of higher learning. Such hours shall be appropriate to the teacher's tenure area and shall require prior approval of the Chief Executive Officer.”*

*“F. An employee will be paid an additional \$500 in salary upon receipt of the first approved Masters' program.”*

4. The parties recently became aware that the language in Article IV, paragraphs “B” and “F” needed clarification.
5. The Parties mutually desire to ensure that all bargaining unit members are compensated pursuant to the terms and conditions of Article IV, paragraphs “B” and “F”.

**Agreement(s):**

The Parties hereby stipulate and agree to the following:

1. Notwithstanding **Article IV (D)**, of the CBA, any bargaining unit member who was denied payment and/or failed to submit an application for graduate hours and/or their first approved Masters' program will be permitted to submit their application for the payment. The deadline for this submission is September 1, 2023.
2. The parties further agree that after September 1, 2023, all bargaining unit members shall be permitted to apply pursuant to the terms and conditions of the CBA.
2. Each provision of this Agreement shall be effective upon execution of this document and its provisions are enforceable through **Article XX – GRIEVANCE PROCEDURE** of the CBA.
3. If any provision of this Agreement, or any application of this Agreement, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications not explicitly in contradiction to law shall continue in full force and effect.

**Signatures:**

**For the BGTA:**

\_\_\_\_\_  
BGTA President, Alyssa Hardy

\_\_\_\_\_  
Date

**For the District:**

\_\_\_\_\_  
Superintendent, Timothy Ryan

\_\_\_\_\_  
Date