

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made and entered into by and between the negotiating committees for the Bedford Central School District (“the District”) and the Bedford Teachers Association, Inc. (“the Union” and/or “the BTA”).

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at a successor agreement to the one that is set to expire on June 30, 2021; and

WHEREAS, the parties have arrived at a tentative agreement; and

WHEREAS, each party is in possession of a copy of this original document;

NOW, THEREFORE, in consideration of the mutual promises contained below, the District and the Union agree as follows:

1. The provisions of this Memorandum are subject to ratification by the District’s Board of Education and by the Union’s membership.

2. The parties’ 2020-21 collective bargaining agreement (“the Agreement”) shall be continued for a new two-year term ending June 30, 2023. The terms of the Agreement shall remain the same except as stated in this Memorandum.¹

3. All proposals made by either party during the course of negotiations shall be deemed withdrawn, except to the extent they are incorporated into this Memorandum.

4. Unless otherwise noted, all dates involving the duration of the Agreement shall be conformed to the new two-year term.

5. The BTA and the District will execute a new collective bargaining agreement reflecting the terms of this Agreement, as well as all memoranda of agreement modifying the

¹ All references herein are to the 2017-20 collective bargaining agreement document, as modified by the Memorandum of Agreement covering the period July 1, 2020 – June 30, 2021 (collectively “the Agreement”).

Agreement that have been signed during the life of the Agreement. Any provisions in the Agreement that are agreed to be obsolete will be deleted.

6. Unless otherwise noted, all changes shall be prospective from July 1, 2021.

7. Article 6: Add a new Article 6 E as follows:

In accordance with current practice, the District and the Association shall appoint members of a committee that will negotiate any changes to the District's APPR plan that the parties may desire, or that may be required by law.

8. Article 12: Add language at the end of the first paragraph in Article 12(A)(3) as follows:

"In buildings where the school year is divided into trimesters and not semesters all leaves under this paragraph are to end at the conclusion of the applicable trimester."

9. Article 16:

- a. Delete 16(A): Provision of Teacher Aides and Paraprofessionals.
- b. Delete 16 (D)(2): Substitutes for teacher aides and clerical personnel
- c. Renumber remaining sections accordingly.

10. Article 19:

- a. Delete Article 19(D)(1), last paragraph
- b. Delete Article 19(E)
- c. Delete Article 19(G)

11. Article 21: Replace Article 21(B) as follows:

"On days preceding school holidays and vacations, and on Election Day, the teacher workday ends upon student dismissal, except for such occasions when the district schedules early dismissal for students in order to allow for professional development in the afternoon. The scheduling of such days shall be part of the annual development of the school district calendar."

12. Article 22:

- a. Delete Article 22 (A)(1). Replace with new Article 22(A)(1)(a) and (b) as follows:

1. Salary adjustments for the 2021-2022 and 2022-2023 school years.

- a. 2021-2022 school year. The current 2020-2021 salary schedule shall be adjusted as follows:

- (i) Step 18 and Top Step (Step 19) shall be increased by a sum of \$2250.
- (ii) Steps 10-17 shall be increased by a sum of \$500.

- b. 2022-2023 school year: The then current 2021-2022 salary schedule shall be adjusted as follows:

- (i) Top step (Step 19) shall receive a 1.7% increase.
- (ii) Steps 10-18 shall be increased by the sum of \$750.

- c. Change Article 22 (B)(2) to read as follows:

- (a) Each year, employees will receive a 1.75% increase, subject to the Triborough Law.

(b) For the 2021-2022 school year, employees will receive an increase in base salary in the amount of \$1950 above the 1.75% increase.

(c) For the 2022-2023 school year, the employees will receive an additional increase of 1.7%. Such increase shall not be subject to the Triborough Law.”

The remainder of the paragraph is deleted.

- d. Change Article 22 (B)(8) to read as follows:

“Teachers may propose coursework which must be pre-approved by the District and must align with the teacher’s professional development plan. Upon completion of previously approved coursework, teachers may submit a minimum of 9 credits for salary credit at a rate of \$100 per credit. Completed coursework may be submitted twice a year, on or before November 1 and on or before April 1.

Increments granted in November shall be retroactive to July 1 for courses completed prior to July 1; retroactive to September 1 for courses completed prior to September 1. Those granted in April shall be retroactive to February 1 for courses completed prior to February 1.”

- e. Change the last sentence of Article 22 (D) to read as follows

“This Career Differentials in this section apply to all teachers covered under this agreement including occupational and physical therapists.”

13. Article 23:

- a. Add sentence at immediately under heading for Article as follows:

“In order to be eligible for an award under this section, teachers must give irrevocable notice of their intent to retire on June 30, by January 15 of the then current school year.”

- b. Change second paragraph to read as follows:

“A teacher who gives notice of retirement pursuant to the terms of this section shall be paid during his/her last year before retirement or in the year immediately following retirement at the teacher’s discretion, in addition to and as part of his/her regular salary, an amount equal to one percent (1%) of his/her final year’s salary for each year he/she has served in the school district, provided such teacher will have served at least ten (10) years in the district. The salary to be used in determining the amount of the retirement award will include any career differential paid to the retiring teacher in his/her last year before retirement.”

- c. The remainder of the Article remains the same.

14. Article 24: Replace the first sentence of Article 24(A)(2) with the following:

“Commencing July 1, 2021, the contribution of full-time teachers shall be 17.75%. Commencing July 1, 2022, the contribution of full-time teachers shall be 18.5%”

15. Article 28: Replace 28(B)(2) as follows:

“If the grievant is absent due to illness or injury for 40 or more working days during the first 60 working days after the event giving rise to a grievance arose, then the 60-working-day limitations period stated above shall be extended by one working day for each day that the grievant is absent during that period beyond 40. If the grievant is absent due to illness or injury for five or more consecutive working days during the seven-working-day period for grievant action in Stages II or III, then the District shall notify the Association, and the Association may pursue the grievance on the grievant’s behalf within three working days of that notification.”

16. Article 35: Add new 35(A)(2):

“2. Salary adjustments for the 2021-2022 and 2022-2023 school years.

a. 2021-2022 school year. The current 2020-2021 salary schedule shall be adjusted as follows:

(i) Steps 9 and 10 shall be increased by a sum of \$2250.

(ii) Steps 1-8 shall be increased by a sum of \$500.

b. 2022-2023 school year: The then current 2021-2022 salary schedule shall be adjusted as follows:

(i) Top step only shall receive a 1.7% increase.


(ii) Steps 1-9 shall be increased by the sum of \$750. “

17. Article 36: Delete Article 32 (A)(2).

18. The parties agree to convene a joint Labor/Management committee during the 2021-2022 school year to review the Extracurricular and Athletic Activities Compensation in Article 22 (G).

DATED: June 21 2021

For the Bedford Teachers Association:



For the Bedford Central School District:



