

# Memorandum of Agreement

## By and Between

### Scotia-Glenville Central School District And Scotia-Glenville Teachers' Association

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The Scotia-Glenville Central School District ("District") and the Scotia-Glenville Teachers' Association ("SGTA") hereby agree to the following:

WHEREAS, the District and the SGTA are parties to a collective bargaining agreement (CBA) dated July 1, 2021 – June 30, 2024; and

WHEREAS, among other terms and conditions of employment set forth in the parties' CBA are terms and conditions pertaining to the teacher workload and scheduling; and

WHEREAS, prior to the commencement of the 2023-2024 school year schedules were created whereby certain members would provide instruction for seven (7) periods on a given day; and

WHEREAS, the District believes that this arrangement is consistent with the terms of the parties' CBA relating to teacher workdays and instructional load; and

WHEREAS, the SGTA believes that this arrangement is inconsistent with the terms of the parties' CBA relating to teacher workdays and instructional load; and

WHEREAS, the parties desire to avoid the time, cost, and uncertainty associated with litigation and instead resolve the matter at this time with the present memorandum of agreement.

NOW, THEREFORE, it is agreed by and between the Scotia-Glenville Central School District and the Scotia-Glenville Teachers' Association as follows:

1. The 2023 – 2024 adopted master schedule which includes two (2) teachers instructing seven (7) periods on a given day, is not deemed precedent setting.
2. This agreement shall not constitute an admission by either party. That is to say, by entering into this agreement the District does not admit that the Master Schedule for

the 2023-2024 school year was inconsistent with the terms of the parties' CBA and the SGTA does not admit that the Mater Schedule for the 2023-2024 school year was consistent with the terms of the parties' CBA.

3. This agreement is without precedent. That is to say, this Agreement shall not be held to have any precedential value, nor shall it constitute the establishment of a "past practice" by either party. This Memorandum of Agreement sunsets and terminates as of June 30, 2023, and shall not continue thereafter without the express written agreement of the parties. As such, this Agreement is expressly not subject to any extension under the Triborough Amendment (Civil Service Law Section 209-a(1)(e)) or any other provision of the Civil Service Law or the parties' collectively bargained agreement which may act to extend the terms and conditions of an agreement at its conclusion.

4. All other terms and conditions of the CBA shall remain in full force and effect.

5. This agreement is subject to the approval of the Board of Education of the District.

**Scotia-Glenville Central School District**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Scotia-Glenville Teachers' Association**

By:  Date: 12/18/2023