MEMORANDUM OF UNDERSTANDING (MOU)

BY AND BETWEEN THE KEYSTONE OAKS SCHOOL DISTRICT
AND
KEYSTONE OAKS ADMINISTRATORS ASSOCIATION (KOAA)

This Agreement is entered into this ___ day of ______, 2020 between the KEYSTONE OAKS SCHOOL DISTRICT ("District") and the KEYSTONE OAKS ADMINISTRATORS ASSOCIATION (KOAA).

WHEREAS, the District is presently experiencing financial difficulties as a result of the COVID-19 Pandemic leading up to the current budget approval process for the 2020-2021 school year; and

WHEREAS, the District Administration and Board of Education ("Board") are facing a significant budgetary shortfall as a result of said Pandemic and the potential ongoing financial implications due to loss of Federal, State and Local funding and public taxes; and

WHEREAS, the Board is now faced with extremely difficult decisions in order to reduce the budgetary shortfall as much as possible in order to sustain the economic viability of the School District, both for the 2020-2021 school year and for the long term; and

WHEREAS, the Administration and Board are attempting to make reasonable and responsible decisions in an attempt to address the resulting economic disaster of the Pandemic so as to limit the negative impact on the educational programs offered to the District students; and

WHEREAS, the freezing of current salaries of employees of all levels and title within the District through the 2020-2021 school year is one of the decisions which had been made after serious consideration by Administration and the Board as necessary to assure avoidance of economic shortfall which would be detrimental to the students, families and community members of the District; and

WHEREAS, KOAA, having considered the needs of the children of the District at the request of Administration and the Board, has expressed a willingness to accept such freeze in the salaries of the various Administrators within the Act 93 Division through the 2020-2021 school year; and

NOW, THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. KOAA agrees that all of the Administrators covered under the current Act 93 Compensation Plan shall have his/her base salary in accordance with the following:

   a. "Supervisory Employees" as defined in Article II, C) of the Act 93 Compensation Plan shall receive a 1.25% salary increase effective July 1, 2020. Thereafter, said Supervisory Employees shall not receive any increase in base salary for the period January 1, 2021 through December 31, 2021. Effective January 1, 2022 the Supervisory Employees shall be eligible to receive an increase in salary based upon the performance evaluation provided for in Section V of the 312092,46000.2
Compensation Plan, and shall also receive a cost of living (COL) increase as provided in Article VI of the Compensation Plan.

b. “Administrative Employees” as defined in Article II, B) of the Act 93 Compensation Plan shall not receive any base salary increase for the period January 1, 2021 through December 31, 2021. Effective January 1, 2022 the Administrative Employees shall be eligible to receive an increase in salary based upon the performance evaluation provided for in Section V of the Compensation Plan, and shall also receive a cost of living (COL) increase as provided in Article VI of the Compensation Plan.

2. The not-to-exceed maximum salary caps set forth in Article VI, B. will remain at the 2019-2020 levels through the 2020-2021 fiscal year. The salary caps thereafter will be increased by the COL beginning with the 2021-2022 fiscal year and thereafter in accordance with that provision of the Compensation Plan.

3. Health care premium contributions will remain at 15% of applicable premium. However, in order to offset the cost to the Act 93 employees of any premium increases, a Health Care Annual Credit of $100 will be provided during the 2020-2021 school year and a Health Care Annual Credit of $250 will be provided during the 2021-2022 school year.

4. Notwithstanding the above adjustments to the Act 93 Compensation Plan, the Board reserves the right to increase base salaries that have been affected in the event the Board of School Directors determines the financial impact of the COVID-19 Pandemic has lessened sufficiently as to allow a positive adjustment (increase) in the base annual salaries of the employees within the Compensation Plan.

5. The Parties agree the implementation of all other terms and conditions of the Act 93 Compensation Plan shall remain unchanged to the same extent as if no Pandemic had occurred.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates indicated.

Attest: KEYSSTONE OAKS SCHOOL DISTRICT:

_____________________________ by___________________________________

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