

MEMORANDUM OF UNDERSTANDING (MOU)

**BY AND BETWEEN THE KEYSTONE OAKS SCHOOL DISTRICT
AND
THE KEYSTONE OAKS EDUCATION ASSOCIATION, PSEA/NEA**

This Agreement is entered into this 19 day of March, 2024 between the KEYSTONE OAKS SCHOOL DISTRICT (“District”) and the KEYSTONE OAKS EDUCATION ASSOCIATION, PSEA/NEA (“Association”).

WHEREAS, the Association is the exclusive representative for purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all classifications of employees set forth in the Pennsylvania Labor Relations Board Certification of Representative at Case No. PERA-R-527-W and amended PERA-U18-58-W; and,

WHEREAS, the District and the Association are parties to a collective bargaining agreement (“CBA”) effective July 1, 2020 through and including June 30, 2026; and,

WHEREAS, Article XXVIII, Extra Duty Compensation for Extracurricular Activities and Interscholastic Athletics, and Appendix B outline the Supplemental Positions and the Star scoring for those positions; and,

WHEREAS, The District and the Association have agreed to add three (3) additional positions due to safety and student concerns. to existing programs and the parties wish to memorialize the agreements made for those supplemental positions;

NOW, THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the parties agree as follows:

1. The following athletic coaches will be added as assistants beginning with the 2023-2024 Spring Season:

- JV Baseball Coach
- JV Softball Coach
- Swimming B & G (MS) Assistant Coach

2. The individuals chosen for these positions shall be compensated based on the same rate that the other assistants for that activity would be eligible for as per the Star status for that school year. By way of example, the compensation for these additional assistants for the 2023-2024 would be the following based on the Star calculations for those activities:

JV Baseball Coach – Salary \$2,500 (Baseball (HS) has a Star rating of 3 with a value of 2 for their max # of paid assistants as per the CBA. Based on this data, the calculation for the pool of money for paid assistants would be: $\$5,000$ (head coach salary) * 2 (max # of paid assistants) * 0.5 = $\$5,000$ (total pool of money). The JV Baseball Coach’s salary is based on the total pool of money, $\$5,000$, divided by the assigned max # of paid assistants, 2).

JV Softball Coach – Salary \$2,500 (Softball (HS) has a Star rating of 3 with a value of 1 for their max # of paid assistants as per the CBA. Based on this data, the calculation for the pool of money for paid assistants would be: $\$2,500$ (head coach salary) * 1 (max # of paid assistants) * 0.5 = $\$2,500$ (total pool of money). The JV Softball Coach’s salary is based on the total pool of money, $\$2,500$, divided by the assigned max # of paid assistants, 1).

Swimming B & G (MS) Assistant Coach – Salary \$1,500 (Swimming B & G (MS) has a Star rating of 2 with a value of 0 for their max # of paid assistants as per the CBA. Based on this data, the calculation for the pool of money for paid assistants would be: $\$3,000$ (head coach salary) * N/A (max # of paid assistants) * 0.5 = $\$1,500$ (new amount of money for the assistant).

3. No additional assistants shall be allocated to these programs other than what is already delineated in the CBA.
4. This agreement shall sunset automatically when the current CBA expires, June 30, 2026, and shall not continue under status quo.
5. Except as expressly set forth herein, under no circumstances is this Memorandum of Understanding to be construed in any manner as impacting, altering, amending, or otherwise modifying the parties’ collective bargaining agreement. The parties continue to maintain their respective rights and obligations under the collective bargaining agreement.
6. This Memorandum of Understanding embodies the entire agreement and understanding of the parties and supersedes any and all prior negotiations, understandings, and agreements, proposed or otherwise, written or oral, concerning the subject matters hereof.
7. This Memorandum of Understanding shall be enforceable through the grievance procedure in the parties’ collective bargaining agreement. Any disagreement over the interpretation or application of this Memorandum of Understanding shall be subject to the grievance procedure set forth in the parties’ collective bargaining agreement.
8. By signing this Memorandum of Understanding, the parties hereto acknowledge that they understand this Memorandum of Understanding and enter into it

voluntarily and that there are no written or oral understandings or agreements that are not set forth herein.

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

Attest:



KEYSTONE OAKS SCHOOL DISTRICT:

by _____


DATE:

March 19, 2024

Attest:



KEYSTONE OAKS EDUCATION ASSOCIATION:

by _____

President

Title

DATE:

4/15/2024