

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this _____ day of _____, 2022 by and between the Spring Grove Area School District ("District") and the Spring Grove Education Association ("Association") for the purpose of memorializing their understanding as it relates to compensation for synchronous instruction through the expiration of the current Collective Bargaining Agreement:

WHEREAS, the parties are subject to a Collective Bargaining Agreement covering the period through the 2023-2024 school year;

WHEREAS, the parties have been negotiating, in good faith, the subject of additional compensation as it relates to synchronous virtual instruction simultaneous with in-person instruction;

WHEREAS, the Association filed a Grievance on or about February 28, 2022, which is now pending as BOM Case 2022-0164 and scheduled for a grievance arbitration hearing;

WHEREAS, the Parties wish to amicably resolve the aforesaid Grievance;

NOW, THEREFORE, intending to be legally bound hereby, the District and Association agree as follows:

1. The District agrees to compensate all bargaining unit members with a one-time payment in the amount of one thousand one hundred dollars (\$1,100.00) in order to plan for, develop and implement any and all materials, systems, and practices related to synchronous virtual instruction.
2. This payment is intended to compensate existing bargaining unit members for the work necessary to deliver synchronous virtual instruction. There shall be no

additional compensation for any new bargaining unit members hired after the conclusion of the 2021-2022 school year.

3. The District agrees to compensate those teachers assigned synchronous virtual instruction during the 2021-2022 school year in the additional amount of seven hundred dollars (\$700.00) for a total payment of eighteen-hundred dollars (\$1,800.00). The parties agree those teachers eligible for this payment are accurately listed on the attached Exhibit A.
4. The payments outlined above shall not be added to or become part of bargaining unit members' base salary. The one-time payments shall be subject to legally required withholdings and shall be paid to all bargaining unit members on or about the last pay period of the 2021-2022 school year or in the pay cycle immediately following the ratification of this MOU.
5. In exchange for the payments, the Association agrees to withdraw and waive any argument that the District's expectations associated with synchronous virtual instruction violates the Collective Bargaining Agreement. The parties specifically acknowledge and agree that there shall be no consideration of additional compensation during the term of this Collective Bargaining Agreement with respect to delivery of simultaneous virtual synchronous instruction.
6. This waiver shall apply only through the expiration of the present Collective Bargaining Agreement at the end of the 2023-2024 school year.
7. The Association further agrees to withdraw the pending Grievance BOM Case 2022-0164 upon execution of this MOU.

8. With respect to assignment of synchronous virtual instruction in the future, the District shall first solicit certified and qualified volunteers for the assignment. After considering such volunteer(s), if any, assignment of this duty will be at the District's discretion.
9. The Parties agree this MOU shall not create any precedent with respect to negotiations of the successor agreement in the future.
10. This MOU shall automatically expire and terminate upon the expiration of the present Collective Bargaining Agreement.
11. This MOU constitutes the complete agreement between the parties and shall not be supplemented on interpretation by either party by reference to previous or subsequent writings or oral statements, save for the Collective Bargaining Agreement or any written amendment to the MOU by both parties.
12. The parties agree that all other terms of the Collective Bargaining Agreement, including Appendix A-8, shall continue to apply as written.

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties have caused this Memorandum to be duly executed as of the day and year first written above.

ATTEST:

Secretary

SPRING GROVE AREA SCHOOL DISTRICT

By: _____
President, Board of School Directors

ATTEST:

Secretary

SPRING GROVE EDUCATION ASSOCIATION

By: _____
President, SGEA