

MEMORANDUM OF UNDERSTANDING

BETWEEN

STATE COLLEGE AREA SCHOOL DISTRICT

AND

STATE COLLEGE AREA EDUCATION ASSOCIATION

This Memorandum of Understanding is entered into between the State College Area School District (hereinafter referred to as "District") and the State College Area Education Association (hereinafter referred to as "Association") as follows:

WHEREAS, the District and the Association are parties to a Collective Bargaining Agreement defining the terms and conditions of employment; and

WHEREAS, the District wishes to provide Dual Enrollment credit opportunities for eligible students; and

WHEREAS, the term Institution is defined as a post-secondary school offering Dual Enrollment credit opportunities.

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

1. The District understands and agrees that the teaching and all associated work of all Dual Enrollment credit opportunities offered by any Institution represents the exclusive work of the State College Area Education Association. The District professional employee must meet the Institution's qualifications.
2. All Dual Enrollment credit opportunities that satisfy a graduation credit must be a District designed course.
3. The District and the Association reserve to themselves all rights and privileges they have under applicable law. The District and the Association agree that the Association has not waived its exclusive right to bargaining unit work and agree that the District will not assert in any form or circumstance that the Dual Enrollment credit opportunities waive the Association's right to assert its exclusive right to bargaining unit work. Similarly, the District and the Association agree that the District has not waived any of its rights and privileges relating to the implementation of Dual Enrollment credit opportunities with post-secondary Institutions in the future and that the Association will not assert in any form or circumstance that Dual Enrollment credit opportunities waive the District's rights and privileges relating to Dual Enrollment credit opportunities.

4. No bargaining unit positions and/or bargaining unit members will be reduced or eliminated as a result of the District providing Dual Enrollment credit opportunities.
5. Any employee of the Institution for which there is a dual-enrollment articulation will not affect the evaluation of the bargaining unit member teaching the course.
6. In the event bargaining unit members are required by the District to attend any meeting, training, or other work relating to the Dual Enrollment credit opportunities outside of their normal work day, shall be compensated in accordance with Article 26; or the teacher may request trade time.
7. The parties will meet as needed to discuss processes or situations that arise during the time period of this agreement.
8. This MOU shall sunset on June 30, 2028, or earlier if both parties agree.
9. Any misinterpretation or misapplication of this Memorandum of Understanding shall be subject to the grievance procedure as outlined in the Collective Bargaining Agreement between the parties.


IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Memorandum on the 1st day of April, 2024.

State College Area School District

Attest:



Dr. Amy Bader
School Board President



Lynn Tressler
Board Secretary


Date: 04-01-2024

State College Area Education Association

Attest:



Sheri McGowan



Lynn Tressler

Date: 4/4/2024