

MEMORANDUM OF UNDERSTANDING

This Agreement is made this **18th** day of **August 2026** between the **GATEWAY SCHOOL DISTRICT** ("District"), and the **GATEWAY EDUCATION ASSOCIATION** ("Association").

WHEREAS, the District and the Association are parties to a Collective Bargaining Agreement (CBA) for the period from July 1, 2026 through June 30, 2030.

WHEREAS, the Association is the exclusive representative for employees in the bargaining unit as certified by the Pennsylvania Labor Relations Board (PLRB);

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

1 . Use and Implementation of Cyber Instruction

- a. The District shall be responsible for informing students and families of their responsibilities and policies regarding the use of technology and cyber learning.
- b. Bargaining unit members will be expected to follow the guidelines set forth by their building administrators for delivery of Cyber instruction. The District will provide employees with constructive feedback or support to assist the teacher to better deliver Cyber instruction. Teachers are encouraged to seek peer assistance and administrative support when needed and there will be no reprisal for doing so.
- c. All Cyber instruction shall be performed by bargaining unit members when possible. Cyber learning shall not result in any reduction in professional staff. Under no circumstances shall Cyber learning be used to subcontract any bargaining unit member work.

2. Cyber positions shall be supplemental contracts.

- a. Cyber Instructors will be compensated per nine (9) weeks:
 - 1 to 10 Students = \$425
 - 11 to 30 Students = \$825
 - 31 to 50 Students = \$1 ,300

NOTE: If the number of students exceeds 50, the above compensation would restart.

EXAMPLE: Instructor has 58 students they would be compensated \$(C) + \$(A) for a total: (\$).
For elementary teachers (grades K-4), students are counted per subject.

- b. The supplemental compensation rates will increase by 1.0% per school year for the duration of the current collective bargaining agreement between the Gateway School District and Gateway Education Association.
- c. Instructors will be compensated \$125 for instructing 3 classes or more per 9 weeks.
- d. Instructors will document active student numbers day thirty (30) of each 9 weeks. The number will be used for determining the total number of students enrolled in classes.

- e. Students who drop in the first twelve (12) days of a nine (9) weeks do not count toward student numbers.
 - f. It is the instructor's responsibility for submitting the number of students on day thirty (30) and the number of courses taught in each 9 weeks for administrator review. (SEE CYBER Academy Teacher Supplemental)
3. The Parties agree that this MOU shall not become part of the CBA and does not establish a practice or precedent between the Parties. All elements of the Parties' CBA will remain in full force and effect apart from those items specifically listed herein.
4. Any violation of the MOU shall be subject to the Grievance Procedure outlined in the Parties' CBA.
5. This MOU shall expire June 30, 2030.
6. This MOU represents the Parties' full understanding and hereto acknowledges the Parties' are entering into it voluntarily.

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

President, Board of School Directors

Date

President, Gateway Education
Association, PSEA/NEA

Date