

MEMORANDUM OF UNDERSTANDING

Between the Board of School Directors for the Pennsbury School District
and the Pennsbury Education Association (PEA)

On this 15th day of September, 2022, this **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as the “MOU”) is entered into by and between the Pennsbury Education Association (hereinafter referred to as “PEA”) and the Pennsbury School District (hereinafter referred to as the “District”).

The following is agreed upon between the District and PEA:

During the time between the close of one school year and the start of the next school term, bargaining unit members who fill the position of Technology Coach or Staff Developer may be required to work. Each day worked prior to the start of a new school year entitles these bargaining unit members with one day of Compensation Time.

- Technology Coaches may be required to work up to but no more than eight (8) days.
- Staff Developer(s) may be required to work up to but no more than fifteen (15) days.

The number of required work days will be determined by the administration by May 31st of each year. Compensation Time used during the school term must be used in alignment with current PEA contract language in Article 18, Section 5 Paragraph B & the highlighted portion of paragraph D - Personal Leave as specified below:

B - Formal notification in writing for Compensation Time shall be made to the immediate supervisor. As with all other approved absences, upon return to duty the necessary absence forms will be completed by the Bargaining Unit Member in order to ensure proper payment.

D - If a Bargaining Unit Member is requesting use of one (1) day immediately preceding or following a scheduled school vacation for non-emergency purposes, the Bargaining Unit Member shall notify the Superintendent or his/her designee ten (10) days in advance of the selected day. If a Bargaining Unit Member is requesting use of one (1) day immediately preceding and one (1) day immediately following a scheduled school vacation for non-emergency purposes, the Bargaining Unit Member shall submit a request in writing to the Superintendent or his/her designee at least ten (10) days in advance of the first selected day for approval of one (1) of the two (2) selected days. The Bargaining Unit Member shall indicate for which of the two (2) days approval is sought.

Utilization of personal leave is limited to a maximum of ten percent (10%) of the membership of the bargaining unit per building on any single day. In the event that more than ten percent (10%) of the membership of the bargaining unit in any one (1) building request the same day for personal leave, the earliest request(s) will be granted the day requested. Fractional portions of the calculation of ten percent (10%) will be rounded up to the next whole person. The Administration reserves the right to authorize Personal Leave in excess of ten percent (10%) per building in its

discretion. Any decline by the Administration to extend beyond the ten percent (10%) is recognized as the Administration's discretion and cannot be grieved by the Association. In the event that excessive requests are made for particular days before or after holidays, or if a question shall arise concerning equitable application of this section, then the parties shall meet to resolve the questions involved.

Compensation days may not be used consecutively with personal leave days. No more than five (5) days of Compensation Time may be used consecutively.

Compensation Time earned during the preceding summer, will expire on the last professional day of each school year. For example, Compensation Time earned during the summer of 2022 will expire on the last day of the 2022-2023 school year. Bargaining Unit Members will not be entitled to carry-over unused days at the end of each school year.

For purposes of this Memorandum of Understanding, Compensation Time shall be defined as time off work during the school year for service rendered between school years as described above.

If a Technology Coach or Staff Developer severs employment with the district for any reason prior to using all accumulated Compensation Time, the bargaining unit member shall receive equal compensation for the time worked.

Unless otherwise altered by future Memorandums, this language shall be included in the subsequent draft of the Collective Bargaining Agreement.



Nicole Peirce, President
Pennsbury Education Association



TR Kannan, President
Pennsbury School District
Board of School Directors