

**PENNSBURY SCHOOL DISTRICT
MEMORANDUM OF UNDERSTANDING**

Between the Board of School Directors for the Pennsbury School District
and the Pennsbury Educational Support Professionals Association (PESPA)

On this **15th day of February 2024**, this **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as the “MOU”) is entered into by and between the Pennsbury Educational Support Professionals Association (“PESPA”) and the Pennsbury School District (hereinafter referred to as the “District”).

WHEREAS, the District and PESPA are parties to a Collective Bargaining Agreement covering PESPA Bargaining Unit Members (the “Members”) over the time period of July 1, 2022 to June 30, 2027 (hereinafter referred to as the “Current CBA”); and

WHEREAS, the District and PESPA desire to establish new positions that allow for flexible working hours, and therefore require specific contract language governing the positions; and

WHEREAS, the District and PESPA desire to recruit, hire, and retain qualified candidates for Support Professional positions in the Pennsbury School District; and there is an identified challenge in filling vacant Support Professional positions; and

NOW, THEREFORE, the District and PESPA hereby mutually agree to the following provisions:

1. The District agrees to provide and pay the cost of on-the-job Commercial Drivers License (CDL) training to otherwise qualified Bus Driver candidates to enable the new hires to earn the required certification to operate a school bus and safely transport the District’s students. Qualified candidates who are hired to substitute as Van Drivers until the completion of CDL training will be paid at the Van Driver Substitute rate while participating in required CDL training. Bargaining Unit Members who are paid by the District during CDL training shall be required to refund to the District the amount of \$750, and hereby consent to have this amount deducted from their final pay, to cover the cost of the training program if the Bargaining Unit Member resigns from the District within one (1) year of completion of the CDL training, such deduction being for the convenience of the Bargaining Unit Member, without limitation.
2. Both the Association and the District agree that there is a practice in providing Pennsbury High School students and Pennsbury High School alumni enrolled in post-graduate programs opportunities for paid internships during the summer months of June to August. These participants are not a part of, nor represented by, the PESPA bargaining unit. However, it is agreed that the district nor any agency providing compensation to these participants shall not exceed an amount greater than \$3.00 less than the established starting rate for the position for which they are performing duties.

3. The District agrees to payment to bargaining unit members who, as a part of their job assignment, may be required to attend and supervise students with special needs during a District sponsored overnight trip.
 - o The District shall be responsible for the following expenses associated with the overnight trip:
 - i. Transportation costs for the Bargaining Unit Member.
 - ii. Admission fees for the Bargaining Unit Member.
 - iii. Overnight accommodations
 - iv. Any other reasonable and necessary expenses incurred by the Bargaining Unit Member as a result of the school trip, subject to prior approval by the District.
 - v. The Bargaining Unit Member shall submit all reasonable and necessary expenses incurred during the trip to the District for reimbursement. Such expenses must be documented and submitted within 10 days of the completion of the trip.
 - o Compensation: In addition to the expenses set forth above, Bargaining Unit Member shall be compensated in the manner provided herein:
 - The applicable rates of compensation shall be:
 - i. Bargaining Unit Members shall be paid at their regular rate for work/services rendered during regular school hours.
 - ii. Bargaining Unit Members shall be paid at the flat rate of \$50 per night for work/services rendered during overnight trips on days considered regular work/school days.
 - iii. Bargaining Unit Members shall be paid at the flat rate of \$150 for work/services rendered during overnight trips on Saturdays and Sundays, and other days not considered regular work/school days.
 - iv. The above rates of compensation shall be applied in combination to fully compensate the employee for each date of the trip. For example, if an overnight trip begins on a Friday which is a regular work/school day and continues through Sunday evening, the employee shall be paid their regular rate for Friday, the flat rate of \$50 for Friday night, and the rate of \$150 for Saturday and Sunday respectively, resulting in their total compensation for the overnight trip.
 - v. The parties acknowledge that sleeping periods and meal periods will occur during an overnight trip and that the overnight trip, including those periods, shall be compensated according to these terms exclusively.
 - vi. The total compensation will be calculated based on the number of days specified in the trip itinerary and must be pre-approved by the District prior to the trip.
4. Article 47: The District agrees to provide the president of the Association or her/his designee shall be entitled to release time to perform Association business during the work day for a maximum of twenty (20) half days per contract year. In addition, a total of thirty (30) work days shall be granted for Members of the Association, upon request with

advance notice, to conduct Association business. Meetings scheduled by the District shall not be counted against the twenty (20) half days or the thirty (30) work days provided herein. No Bargaining Unit Member shall suffer loss in wages, benefits, or other contractual advantage as a result of such use.

5. The District agrees to introduce a the following new positions “Truancy Officer and Open Records Specialist” to the salary schedule under Appendix A for each year of this agreement for the following titled positions; and

Truancy Officer
Class 12 - 2023-24

0	1 YR	2 YR	3 YR	4 YR	5 YR	6-14 YRS	15-19 YRS	20-24 YRS	25-29 YRS	30-34 YRS	35+ YRS
29.84	31.03	31.64	32.23	33.43	34.63	35.82	36.22	36.37	36.47	36.57	36.67

Open Records Specialist
Class 7 - 2023-24

0	1 YR	2 YR	3 YR	4 YR	5 YR	6-14 YRS	15-19 YRS	20-24 YRS	25-29 YRS	30-34 YRS	35+ YRS
21.92	22.79	23.23	23.66	24.54	25.41	26.30	26.70	26.85	26.95	27.05	27.15

The following language and conditions shall apply to the two flexible work hour positions (Open Records Specialist and Truancy Officer) only:

1. Work day
 - a. 12-month positions with a maximum of 20 hours per week. Any hours above 20 hours per week must be approved by the bargaining unit employee’s immediate supervisor and agreed to by the bargaining unit employee. The parties acknowledge that the positions may not require 20 hours per week of work, and there is no guarantee of minimum hours.
 - b. Hours worked as well as start/end times will vary.
 - c. Hours are based on assigned work.

- d. Unless otherwise specified by either a District Supervisor or due to the demands of the assigned work, this position may work remotely.
- e. Bargaining unit employees must utilize the District's assigned timeclock method to report to and leave work whether working remotely, on school premises, or "on location".
- f. For purposes of this section, "on location" is defined as any location within reason in which the nature of the work demands the bargaining unit employee to be present.

2. Benefits

- a. Due to the flexible nature of the positions, the following benefits will not apply to either position. Benefits will otherwise remain the same unless specified below. The following benefits are inapplicable:
 - i. Article 6 - SALARIES
6.3 Shift Differential
 - ii. Article 12 - VACATIONS
 - iii. Article 13 - HOLIDAYS
 - iv. Dual Employment - MOU Dated June 15, 2023

If any portion, segment, or part of this MOU is deemed unenforceable by a court of law, the remaining portions, segments, or parts of this MOU shall remain in full force and effect.

This MOU shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Understanding as of the date first above written.

ATTEST:



PENNSBURY SCHOOL DISTRICT



President, Board of School Directors

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WITNESS:

PENNSBURY EDUCATIONAL
SUPPORT PROFESSIONALS
ASSOCIATION (PESPA)

Marla Lipkin

President, PESPA