

ACTING ADMINISTRATOR & ADMINISTRATIVE INTERN MEMORANDUM OF UNDERSTANDING BETWEEN THE PENNSBURY SCHOOL DISTRICT AND THE PENNSBURY EDUCATION ASSOCIATION

On this 17th day of November, 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”).

This MOU will serve as an agreement between PEA and the District regarding the bargaining unit status of Acting Administrators and Administrative Interns.

Periodically, the District needs the positions of Acting Administrator and/or Administrative Intern to fulfill temporary administrative vacancies or perform administrative assignments for which administrative certification is required. These positions may be applicable to PEA bargaining unit members who hold the necessary administrative certification.

For the purposes of this MOU, the following terms and conditions of Acting Administrator and Administrative Intern are as follows:

Certification.

The position of Acting Administrator requires an administrative certification in the specific area of the administrative vacancy. The position of Administrative Intern does not require administrative certification and may be held by bargaining unit members enrolled in an administrative certification program or bargaining unit members who hold an administrative certificate. The Acting Administrator and Administrative Intern positions shall be temporary full-time administrative positions.

Compensation & Benefits.

Acting Administrator – Compensation shall be paid in accordance with the District’s Act 93 agreement. The Acting Administrator shall follow the administrative calendar (261 days) and be allotted benefit days in accordance with first year status as a Supervisor or Administrator as outlined in the Act 93 agreement, including 7 vacation days, prorated as necessary. Acting Administrators will continue to retain the medical benefits pursuant to the PEA Collective Bargaining Agreement between District and Association.

Administrative Intern – Administrative Interns remain members of the PEA bargaining unit and are considered to be on special assignment. The Administrative Intern shall work under the supervision of an administrator and shall retain the same salary and benefits that they would receive pursuant to the PEA Collective Bargaining Agreement. Administrative Interns may be required to work on days not required by the PEA Collective Bargaining Agreement. In such cases, each day worked prior to the start of a new school year or on other days throughout the school year, entitles the bargaining unit member to one day of

Compensation Time. Administrative Interns may be required to work up to but no more than fifteen (15) days.

Responsibilities & Job Duties.

Acting Administrators shall assume the full responsibility of an administrator including staff evaluations, full supervisory duties related to students and staff as assigned, conduct observations, engage in direct supervision and evaluation of professional and classified-support staff members, supervise special education programs, collaborate with District administrators, and additional duties as assigned by the District Administration.

Administrative Interns may assume administrative duties related to students, building operations, program implementation, and any additional duties as assigned by the District Administration. The responsibilities of an Administrative Intern shall not include supervisory duties, such as classroom observations or employee discipline related to employees in any bargaining unit.

Leave of Absence to Become an Acting Administrator.

Effective upon the date of Board approval and until a permanent hire is approved to fill the vacancy, the Acting Administrator shall be on leave from their position in the PEA bargaining unit; however, they will continue to accrue and maintain seniority for purposes within the PEA bargaining unit. Upon return to the bargaining unit, they shall be placed on the salary scale as if service was unbroken. They will be returned to an assignment for which they are certified and such return to the PEA bargaining unit position shall not constitute a demotion. An Acting Administrator shall not have the option of returning to their PEA bargaining unit position if while serving as an Acting Administrator their employment with the District is terminated for any reason permitted by contract or law.

Duration of Position and Filling the PEA Vacancy.

The positions of Acting Administrator and Administrative Intern shall be limited to no more than two years in length, after which the individual shall return to a position within the PEA bargaining in which they are certified. During this time, a full-time substitute may be used to fill the vacated PEA bargaining unit position or any position in the same certification area. If the Acting Administrator or Administrative Intern accepts a permanent position as an administrator or separates from the district, the former PEA bargaining unit position shall be immediately posted as a contract vacancy.

Indemnification.

In the event that an Acting Administrator or Administrative Intern is complained against or sued in any court of record or before any administrative agency as a result of actions in the proper performance of their duties and within the scope of

their employment, the District will provide legal counsel and render all necessary assistance to the Acting Administrator and/or Administrative Intern in their defense consistent with the requirements of the Political Subdivision Tort Claims Act, 42Pa.C.S.A. 8548. To be indemnified for such a claim, the Acting Administrator or the Administrative Intern must advise the District immediately in writing of the suit, claim, or other action, and fully cooperate with the District's legal defense of the matter. The above provision shall not apply to disciplinary actions and/or discharge proceedings instituted by the District against the Acting Administrator or Administrative Intern, nor shall the District's provision of legal counsel constitute an admission by it of any liability for the action by the Acting Administrator or Administrative Intern.

Further, it is agreed that this MOU shall not alter the terms of any Collective Bargaining Agreement between the parties except as expressly stated above, and unless otherwise altered by future memorandums, this language shall be included in the subsequent draft of the Collective Bargaining Agreement.

BOARD OF SCHOOL DIRECTORS OF THE PENNSBURY SCHOOL DISTRICT

By: *TR Kannan*
TR Kannan, Board President

Date: 11/17/22

PENNSBURY EDUCATION ASSOCIATION

By: *Nicole Peirce*
Nicole Peirce, Association President

Date: 11/29/22