Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into by and between the Downingtown Area School District (hereinafter referred to as the "District") and the Downingtown Area Education Association (hereinafter referred to as the "Association").

WHEREAS, the Association is the exclusive representative of a Bargaining Unit of Professional and Temporary Professional Employees of the District as defined in the NISI Order of Certification at PERA-R-245-E; and,

WHEREAS, the District and the Association are parties to a Collective Bargaining Agreement; and

WHEREAS, the Collective Bargaining Agreement states that there shall be eleven (11) noninstructional days; and

WHEREAS, the Collective Bargaining Agreement states that there shall be one (1) teacher work day at the beginning of the of the school year; and

WHEREAS, the Collective Bargaining Agreement states that all district in-service days shall include no more than a total of six (6) hours of actual professional development/work time for Bargaining Unit Members; and

NOW, THEREFORE, in consideration of the foregoing premises and intending to be legally bound hereby, the District and the Association agree as follows:

1. For the term of the Agreement between The Downingtown Area Board of Education and The Downingtown Area Education Association, PSEA-NEA dated September 1, 2020 to August 31, 2025, the District and the Association agree to permit Bargaining Unit Members to flexibly utilize the beginning of the year “Teacher Work Day” by selecting any one date to work in the six (6) work day period immediately preceding the first date for all teachers to report. Bargaining Unit Members required to attend induction can only choose a date after induction as the flex day.

2. If any Bargaining Unit Member arrives at school and is unable to access his/her classroom due to custodial and/or maintenance work, or if limited or no access to technology impacts normal working conditions the District agrees, with administrator approval, to count this day as completed even if the member is unable to complete a full six (6) hour workday. A letter shall be signed and dated by the administrator, Bargaining Unit Member, and Association President and sent to Human Resources within five (5) work days of the contravention which describes the occurrence.

3. In order to verify presence, a Bargaining Unit Members must log his/her attendance on their elected teacher workday in the Absence Management System, unless an administrator approves a Bargaining Unit Member’s absence, which will instead be documented as set forth in Section 2 above.

4. This MOU shall not be precedent setting or be deemed to be a binding practice for future years beyond the length of the agreement.

5. All other terms of the parties' Collective Bargaining Agreement shall remain in full force and effect.

6. This is the whole and complete agreement between the parties.

Jane Bertone
President
Board of School Directors

Date: 9/8/21

Gary Gillis
President
DAEA

Date: 9/8/21