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 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 (hereinafter referred to as the "CBA"); and

WHEREAS, the Collective Bargaining Agreement states that secondary level Bargaining Unit Members shall not be assigned to teach more than thirty (30) traditional scheduled periods per 6-day cycle, or for encore teachers who volunteer, 36 periods per 6-day cycle; and

WHEREAS, the Collective Bargaining Agreement states that elementary level Bargaining Unit Members shall have a minimum of two-hundred twenty-five (225) minutes of preparation time per week, scheduled as a single block of time whenever possible, during the student day; and

WHEREAS, the Collective Bargaining Agreement states that secondary level Bargaining Unit Members shall be scheduled for a daily prep period; 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 volunteer to cover a class where no substitute is available in lieu of their allotted daily prep time.

2. A list of Bargaining Unit Members who have volunteered (alphabetical in order) will be maintained, per building and per time period. Offers to relinquish their preparation time will be made in order of the aforementioned list. Subsequent requests to cover classes during that time of day will continue through the list on a rolling basis.

3. Bargaining Unit Members who volunteer to cover a class, in lieu of their daily preparation time, will be compensated forty-one dollars ($41.00) per occurrence.

4. Bargaining Unit Members shall not cover classes during their duty-free lunch.

5. Non-traditionally scheduled Bargaining Unit Members may only be pulled once per day as a duty. Those same members may additionally offer to forgo their preparation time once per day at the aforementioned rate of compensation.

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

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

8. Any violation of this agreement will be subject to arbitration pursuant to the grievance-arbitration provisions of the CBA.

9. This is the whole and complete agreement between the parties.
10. Unless expressly renewed or modified by the District and the Association in writing, this Agreement shall automatically expire on 31 August, 2025.

Jane Bertone  
President  
Board of School Directors  

Gary Gitles  
President  
DAEA  

Date: 9/18/21  

Date: 9/18/21