

PENNSBURY SCHOOL DISTRICT  
**MEMORANDUM OF UNDERSTANDING**  
Between the Board of School Directors for the Pennsbury School District  
and the Pennsbury Education Association (PEA)  
**Cyber Academy Program**

On this \_\_\_\_ day of July , 2023, 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”).

**WHEREAS**, the District and PEA are parties to a Collective Bargaining Agreement covering PEA Bargaining Unit Members (the “Members”) over the time period of July 1, 2021 to June 30, 2026 (hereinafter referred to as the “Current CBA”); and

**WHEREAS**, both parties recognize the value of instituting an in-house online Cyber Academy created and instructed by Pennsbury instructors,

**NOW, THEREFORE**, the District and PEA hereby mutually agree to the following provisions for the selection, compensation, responsibilities, job protection, and program evaluation of the Pennsbury School District Cyber Academy Program.

Please note: the Cyber Academy Program does NOT include the online asynchronous courses taught by Pennsbury staff during their daily assigned teaching schedule.

- I. **Instructor Selection.** Selection for teaching in the Pennsbury High School Cyber Academy Program (referred to as CAP) course will be based upon the following:
  - A. A PDE teaching certification is required.
  - B. Instructors shall be selected from a pool of volunteers. CAP courses will not be involuntarily assigned.
  - C. Pennsbury School District employees that belong in the bargaining represented by the Pennsbury Education Association (PEA) and the Pennsbury Educational Support Professionals Association (PESPA) shall have the first opportunity to volunteer for a CAP position. Outside sources shall only be used in the case that no employee from either bargaining unit chooses to volunteer.
  - D. Successful teaching experience at appropriate levels and courses pertinent to CAP is required.

- E. Successful previous teaching experience of the assigned course with consideration to recent CAP experience.
- F. Recommendations by appropriate administrators shall be provided.
- G. If more than five (5) students are interested in a particular course, other interested PEA and PESPA bargaining unit members will be offered the opportunity to teach the next five (5) students. If no other qualified bargaining unit member is interested, those students shall remain as additional students within that course.

**II. Compensation based on Student Enrollment.**

- A. First student in a course rate. CAP instructors shall receive a payment of \$405.00 for nine (9) weeks of instruction, equal to 45 school days, for the first student enrolled in a particular course.
- B. Subsequent student(s) in the same course rate. Payment for subsequent students enrolled in the same course shall \$247.50 per student as outlined below:

Example:

Ms. Smith teaches four students for a full semester (18 weeks) of English 9.

Student #1	= \$405.00
Students #2 through #4 = \$247.50 x 3	= \$742.50
First 9 weeks for these four students	= \$1147.50
Second 9 weeks for these four students	= \$1147.50
Total payment	= \$2295.50

- C. If a CAP instructor is required to teach a CAP course during the regular instructional day, no additional payment for enrolled students shall be made.
- D. In the event that a student enrolls for less than a 9 week/45 day period, the payment will be prorated to each day the student is enrolled.

**III. Compensation based on Course Preparation.**

- A. Payment will be made in accordance with the following table:

Type of course	Task	Allotment
Full Year Block Course	New course/grade level	\$3000

1 Semester Block Course	New course/grade level	\$1500
1 Semester Half Block Course	New course/grade level	\$750
Marking Period Course	New course/grade level	\$325
Full Year Block Course	Revisions	\$1500
1 Semester Block Course	Revisions	\$750
1 Semester Half Block Course	Revisions	\$325
Marking Period Course	Revisions	\$165
Full Year Block Course	Edits	\$800
1 Semester Block Course	Edits	\$400
1 Semester Half Block Course	Edits	\$200
Marking Period Course	Edits	\$100

B. Exceptions to the above must be brought to the Assistant Superintendent of Curriculum and Instruction for approval.

**IV. Professional Responsibilities of the Pennsbury Cyber Academy Program (CAP) Instructors.** Instructors will offer a minimum of 30 minutes of office hours per week outside of contractual work hours.

**V. Technology Access and Training.**

A. Technology will be provided to instructors and students in CAP (e.g. Chromebooks and teacher laptops).

B. Instructors will have access to training as needed through the Technology Department.

**VI. Furloughs and Job Elimination Provision.** Consistent with Article 49 Section 2 of the current Collective Bargaining Agreement, there will be no elimination of PEA positions or furloughs of PEA positions as a result of CAP enrollment.

**VII. Evaluation of Program.** A committee of PEA leadership, CAP instructors and administrators will meet at the end of each semester to review the program.

**VIII. Expiration of Agreement.** This Memorandum shall not sunset and shall remain in place unless a successor Memorandum is signed by both parties.

It is agreed that this MOU shall not alter the terms of any Collective Bargaining Agreement between the Parties except as expressly stated above.

*Nicole Peirce*

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Nicole Peirce, President  
Pennsbury Education Association

*TR Kannan*

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TR Kannan, President  
Pennsbury School District  
Board of School Directors