

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 21st of October, 2021, 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, 2017 through June 30, 2022 (hereinafter referred to as the "CBA"); and

WHEREAS, the District and PESPA are parties to a Tentative Agreement to extend and amend the CBA for the time period of July 1, 2022 through June 30, 2027 (hereinafter referred to as the "TA"); and

WHEREAS, the CBA and TA maintains certain rights for the Transportation Department Members related to assignment of bus runs, in particular those rights related to special education, extra duty, and extracurricular transportation; and

WHEREAS, the CBA and TA permits the District to subcontract services in certain circumstances; and

WHEREAS, the District is facing a shortage of qualified and available bus drivers; and

WHEREAS, the District and PESPA desire to cooperatively seek solutions to provide transportation for students while also ensuring employment for PESPA Members.

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

1. The District may explore and enter into intergovernmental cooperative agreements with other school districts to provide "pooled" transportation for special education, extra runs, and/or transportation for extra-curricular activities in a cooperative manner.
2. The District will not contract for other school districts to provide transportation for regular bus runs, unless otherwise warranted and provided for by the provisions of Article 29 of the CBA.
3. Assignment of all "pooled" runs will follow those methods articulated by the Transportation Manual.
4. This MOU constitutes the full and complete understanding between the District and PESPA hereto relating to "pooled" transportation. Any attempt to modify or amend this MOU shall be effective only upon the execution of a written document by all parties

hereto embodying such changes as have been agreed upon. Any prior written agreements, documents, contracts, or writings of any kind between parties relating specifically to the issues presented in this MOU are suspended by this MOU. Neither party hereto has made or relied upon any statement, representation, or warranty not expressly set forth herein as an inducement to enter into this MOU. Nothing in the MOU precludes the parties from meeting to discuss new Statement language regarding the Members in the future.

5. 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.
6. 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

WITNESS:

PENNSBURY EDUCATIONAL
SUPPORT PROFESSIONALS
ASSOCIATION (PESPA)



President, PESPA