MEMORANDUM OF UNDERSTANDING
Voluntary Sick Leave Donation

This is a Memorandum of Understanding ("MOU") by and between **PENNRIDGE SCHOOL DISTRICT** ("District"), on behalf of its elected and appointed officials, and **PENNRIDGE EDUCATION ASSOCIATION** ("Association"), collectively referred to as the "Parties."

WHEREAS, the Association is the sole and exclusive bargaining representative for a bargaining unit comprised of classroom teachers and certain other employees (the "Bargaining Unit"); and

WHEREAS, the District and the Association are parties to a collective bargaining agreement covering the period July 1, 2023 through June 30, 2028 (the "CBA"); and

WHEREAS, the Parties wish to establish a process through which employees may voluntarily donate accumulated sick leave to a Bargaining Unit member experiencing a catastrophic or extended illness or injury; and

WHEREAS, the Parties wish to memorialize their agreement in writing.

NOW, **THEREFORE**, intending to be legally bound, the Parties hereby agree as follows:

1. Authorization of Donations

Upon written request from a Bargaining Unit member, the District shall authorize Bargaining Unit members, Act 93 employees, and cabinet members to voluntarily donate accumulated sick leave days to a specifically identified Bargaining Unit member who is absent due to a catastrophic or extended illness or injury and who has exhausted, or is expected to exhaust, their accumulated sick leave.

2. Voluntary Participation

Participation in any sick leave donation shall be entirely voluntary. No employee shall be required to donate sick leave, and prior donation of sick leave shall not be a condition of eligibility to receive donated leave.

3. Solicitation and Administration

Following District authorization, the District will solicit donations for the specifically identified Bargaining Unit member. The District shall administer all transfers and use of donated sick leave.

The District shall use one day from each person who donates in order of submission until the number of days reaches the last person. The District shall then go back to the top of the list and take a second day, starting with the first individual who donates more than one day and going to the end of the list. If all days are exhausted and more days are needed by the bargaining unit member, then the District shall have the right, but not the obligation to ask for more donations.

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4. Use of Donated Leave

Donated sick leave may be used only after the receiving employee has exhausted their own accumulated sick leave. Donated leave shall be used solely for the absence for which the donation was authorized.

5. Transfer of Days

Sick leave days shall be transferred from donating employees only as needed by the receiving employee. Any days offered but not needed shall remain in the donating employee's accumulated sick leave balance. After donation, the donating employee shall have no right to a return of their donated sick leave.

6. Limits

Each bargaining unit member may donate seven (7) sick days.

The total number of donated days that may be used by the receiving employee for an authorized absence shall not exceed the duration of their eligibility as set forth above.

Donated days must be used by the end of the school year in which they are donated. Any days offered but not used by the end of the school year shall remain in the donating employee's accumulated sick leave balance, and a member who requires additional leave beyond the end of the school year must submit a new request.

7. No Sick Leave Bank or Entitlement

This MOU establishes an individual sick leave donation process for an identified employee only. It shall not establish or be construed as creating a sick leave bank, pooled leave account, or other continuing sick leave fund for any other employee or employee group. Authorization shall be considered on a case-by-case basis following the criteria established by this document.

8. The District is the administrator of the sick bank and makes any and all determination as to eligibility. The District agrees to indemnify and hold the Association harmless for any claims or actions brought against the Association as a result of the parties' administration of this MOU.

9. Collective Bargaining Agreement

Except as specifically provided herein, all other provisions of the CBA shall remain in full force and effect.

10. Effective Date

This MOU is subject to approval by the District's Board of School Directors and shall become effective immediately upon execution by all Parties.

PENNRIDGE EDUCATION ASSOCIATION	**PENNRIDGE SCHOOL DISTRICT**
BY: _____	BY: _____
DATE: _____	DATE: _____

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