

**MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE COLLEGE AREA SCHOOL DISTRICT
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES**

This Memorandum of Understanding (MOU) is entered into by and between the State College Area School District ("District") and the American Federation of State, County and Municipal Employees ("AFSCME") referred to collectively as "the Parties".

WHEREAS, the District and AFSCME are parties to a Collective Bargaining Agreement (July 1, 2022 – June 30, 2027) ("CBA") defining the terms and conditions of employment; and

WHEREAS, each full-time employee earns 1.33 days of sick leave per month of service per year and each part-time employee earns between .67 days per month and 1.11 days per month pending service time with the District; and

WHEREAS, full-time employees are permitted to use up to five (5) sick days per year to care for an ill immediate family member and part-time employees are permitted to use up to two (2) sick days per year to care for an ill immediate family member; and

WHEREAS, the District is proposing to separate sick time from family illness, with the former accruing monthly and the latter provided in a lump sum on July 1st; and

WHEREAS, AFSCME is agreeable to the proposed change; and

WHEREAS, the parties wish to memorialize in writing the proposed change.

NOW THEREFORE, intending to be legally bound hereby and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The recitals are incorporated by reference as if each had been set forth at length herein.
2. Article 12 of the CBA shall be revised as follows:
 - a. Each full-time employee shall earn 1.00 days of sick leave per month of service per year
 - b. Each part-time employee shall earn sick leave on a monthly basis as follows:
 - i. First through 3rd year of employment: 0.45 days per month of service per year
 - ii. Upon completion of the 3rd year of employment: 0.89 days per month of service per year

- c. On July 1st of 2024, 2025, and 2026 each full-time employee shall receive four (4) days to care for an ill immediate family member and each part-time employee shall receive two (2) days to care for an ill immediate family member.
- d. In addition, all full-time employees shall be permitted to use one (1) additional sick day from their accumulated sick leave balance, to care for an ill, immediate family member (if needed). This will provide them with up to five (5) days per year.
- e. At the close of business on June 30, 2025, 2026, and 2027 any unused days to care for an ill immediate family member shall be converted to the employee's sick leave balance.

3. The CBA shall otherwise continue in full force and effect unchanged hereby.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Memorandum on the 8th day of August 2024.

State College Area School District

Attest:



Amy Bader, Board President



Lynn Tressler, Board Secretary

AFSCME District Council 83

Attest:



David Carey, Staff Representative





James Fogleman, President Local 259