

## **WALLINGFORD SWARTHMORE SCHOOL DISTRICT**

### **MEMORANDUM OF UNDERSTANDING**

**Between the Board of School Directors  
of the Wallingford Swarthmore School District,  
and the Wallingford Swarthmore Education Association**

**This Memorandum of Understanding** (the “MOU”) is entered into by and between Wallingford Swarthmore Education Association, PSEA/NEA, the collective bargaining representative on behalf of all full-time and regular part-time professional employees described in the recognition clause of the Collective Bargaining Agreement (herein “Association”), and the Wallingford Swarthmore School District, a Pennsylvania public school district, having its principal office located at 200 S Providence Rd, Wallingford, PA 19086 (herein “District” or “Employer” or “Board”) (collectively the “Parties”).

**WHEREAS**, the Employer and the Association are parties to a Collective Bargaining Agreement with a term of July 1, 2024 through June 30, 2028 (the “CBA”);

**WHEREAS**, the Parties’ CBA provides a joint labor management committee in Article XXIX as follows:

#### **DISTRICT WORKING CONDITIONS**

A. Notwithstanding the fact that former Article XXVIII of the Collective Bargaining Agreement was never considered to be “part of the Collective Bargaining Agreement and [its provisions] are not subject to the contract grievance procedure,” the District in good faith intends to maintain status quo with respect to the High School preparation time in former Article XXVIII to the extent that it will be addressed by the Joint Labor Management Committee described in subparagraph B below.

B. Effective as soon as practicable following contract ratification, the parties shall form a Joint Labor Management Committee, the composition and size of which will be decided by the parties consisting of an equal number of District appointees and Association appointees that will negotiate over the inclusion of the following remaining language in former Appendix XVIII into the Collective Bargaining Agreement. Should the parties fail to finalize those negotiations on or before September 1, 2025, the parties shall agree to go into binding arbitration for the purposes of adjudicating whether such language shall be included in the Collective Bargaining Agreement and the terms of such language that would be included in the Collective Bargaining Agreement. The parties shall agree on a mutually acceptable labor arbitrator experienced in fact finding and/or similar resolutions to implement this provision. The following language shall be applicable for review:

1. The following range is a regular class sizes are recommended [for elementary schools].

Grade	Range of
K	18-23
1	18-23
2	18-23
3	20-27
4	20-27
5	20-27

2. For elementary schools class size and designations and resultant decisions in employing staff are made in the Spring of each school year based on enrollment projections. It is understood that in determining the number of class sections in the Spring of the year, administrators should endeavor to develop class sizes and staffing patterns that will fall within the recommended range of class sizes.

3. In elementary schools enrollments tend to increase or decrease slightly at all grade levels over the summer months and during the first few weeks of school. Since this condition is a reality, circumstances may occur which would place a particular class or group of classes at a given grade level outside the range of the recommended class sizes. The commission will discuss situations of this nature and will endeavor to resolve them in accordance with the resolution before the end of the third week of school in any school year.

4. In elementary school, each teacher shall receive an average/minimum of 30 minutes of aide time per day for a schedule of 180 days.

5. Each kindergarten classroom shall receive an average/minimum of 3.5 hours of aide time per day for a schedule of 180 days. With this reduction in hours, the District intends to achieve the staffing change to attrition, not a lay off.

6. In elementary school a teacher may elect to receive less general aide time than is provided above.

7. Building principals will make every effort to assign equitable class loads and preparations based on recognized educational criteria.

8. Each Strath Haven High School staff member will be responsible to teach three (3) 80-minute periods per day.

9. No Strath Haven High School staff member will be required to teach more than three (3) 80-minute periods per day.

10. A duty-free period, equal to a standard teaching period, will be provided on a daily basis to high school staff members.

11. Six (6) instructional assignments per day – 36 per six-day cycle – 30 per week – may be assigned to secondary teachers in the following disciplines: health, industrial arts, art, music, and physical education. Assignments of this nature will be made only after consultation with the

## **Article XXIX- DISTRICT WORKING CONDITIONS**

### **A. STANDARDS COMMON TO ALL SCHOOLS**

1. Teachers who are assigned to teach in more than one building shall have their schedules arranged to cause the minimum amount of disruption and travel between buildings. Administrators shall be aware of differences in starting and ending times in various buildings in order to preclude an extension of the 7.75 teaching day for those involved in multi-building assignments.
2. In order to facilitate travel time, teachers are assigned to teach in more than one building on any given day will not be scheduled for a duty assignment on that day.
3. Teachers who are assigned to teach across elementary and secondary grade levels shall have their schedules reviewed by the building principal to ensure that their planning time will be equitably determined on the basis of the proportion that they are spending in elementary, middle school or high school assignments through a proportional average as determined by the principal.
4. Unscheduled meetings may be called by the principal in the event of an emergency with as much prior notification as possible to the WSEA building representative.
5. Employees that are asked to cover a class, thereby losing his or her only individual preparation period for that day, occurring within the student day, will be paid at the hourly rate defined in the supplemental section of this Agreement. Payment will be made only when the coverage assigned by the principal of the building or his or her designee. Coverage is arranged between staff members shall not be considered for payment unless notification is distributed by the principal or his or her designee.
6. In the event of an absence of a teacher, where no substitute has been secured, if the full class of the absent teacher is combined with another class, the teacher covering the double class shall receive compensation equal to the WSSD rate of the daily substitute. In the event that a class is split and covered by more than one teacher, each teacher providing such coverage shall be paid a portion of the WSSD rate of a daily substitute reflective of the coverage provided.
7. In the event the School District is planning a change to the start time of any school in the District, the parties shall agree to meet to discuss any possible changes to the start time.
8. Teachers will update online grades on a weekly basis. Tests and papers should be posted within 2 weeks through the online portal. Research papers or other long-term special assignments exceeding 4 pages in length may require more than 2 weeks for posting but shall be posted with at least 2 weeks left in the marking period. If unable to do so, the grade shall move to the start of the next marking period except in the case of the final marking period of the course, in which case, the grades in question shall be posted at least 1 week before the end of the marking period.
9. **School Counselors who were granted flex time prior to the ratification of this MOU may either use the time prior to the last school day of the 2025-2026 school year or may**

department involved, and with the approval of the superintendent, or when necessary for scheduling and implementation of workload standards.

12. Secondary teachers shall be assigned no more than five (5) instructional periods per day, in a semester. Exceptions to this may occur when a principal, after consultation with the department, determines that scheduling an additional period per day may be needed to accommodate a class. Any teacher assigned six (6) instructional class periods per day will not be assigned a duty by the District Administration that other Bargaining Unit Members may be required to perform as part of their professional obligations.

**WHEREAS**, the Board and the Association, through their representatives on the Joint Labor Management Committee, have agreed to resolve the issues articulated in paragraphs B(1)-B(12) of Article XXIX;

**WHEREAS**, in addition to contract provisions negotiated by the Joint Labor Management Committee, Article XXX of the CBA, titled Exhibit "A", includes additional language that is to be included in a new Article XXIX- DISTRICT WORKING CONDITIONS .

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

1. Article XXIX and Article XXX (Exhibit "A") of the CBA will be replaced with a new Article XXIX- DISTRICT WORKING CONDITIONS attached hereto as Exhibit 1.
2. This MOU shall be effective immediately upon execution by the parties.
3. This MOU shall not alter the terms of the CBA except as expressly stated herein.
4. All other terms of the CBA shall remain in full force and effect.
5. Any violation of this MOU will be subject to arbitration pursuant to the grievance-arbitration provisions of the CBA.
6. Neither party waives any other rights under the CBA in implementing this MOU.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Memorandum of Understanding to be signed and attested and their respective seals to be affixed hereto this 16 day of December, 2024.

WALLINGFORD SWARTHMORE WALLINGFORD SWARTHMORE  
EDUCATION ASSOCIATION SCHOOL DISTRICT

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By: Billie Jo McNamara, WSEA President

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By: Kevin Henry, Board President

EXHIBIT 1

**submit for a payout of all accrued days within 30 days of the ratification of this agreement. All accrued flex time shall be forfeited at the conclusion of the 2025-2026 school year.**

### **C. GENERAL STANDARDS FOR ELEMENTARY SCHOOLS**

1. For full time elementary school teachers, 225 minutes per week of preparation time that is free of regularly occurring duties and meetings shall be provided in time blocks of no less than thirty (30) minutes scheduled during each student day, except in circumstances where it is impossible to employ special area substitutes, in which case the preparation time would be provided within the teacher work day.

2. If an elementary teacher loses preparation time during their normally scheduled planning period, the principal will exercise their best efforts to work with the teacher to restore the missed planning time within a reasonable period of time. Emergency situations, including but not limited to, early dismissals, weather related dismissals or late starts, fires, lockdowns, or other weather-related situations would not constitute the need for reimbursed time.

3. The elementary teacher day shall conclude with fifteen (15) minutes of reorganization time, free of student supervision obligations except for scheduled duties.

4. Special education teachers shall be granted up to one (1) day per year, taken in no less than one half day blocks for IEP development and writing.

5. Special area teachers shall have no more than three (3) consecutive classes without a break, which can be as short as five (5) minutes, but may also be inclusive of a lunch or preparation time.

6. **Elementary Class Size – The following class sizes are recommended:**

**K-2: 18 to 23**

**3-5: 20 to 27**

**These ranges are recommended. The administration will exercise its best efforts to maintain these class sizes when scheduling class assignments prior to the start of the school year. Prior to October 1, if enrollment of new students raises one class to over the class size limit, the administration will notify the teacher of that class of the enrollment number. If any class goes over the limit by 1 student that teacher will get 15 extra minutes of aide time per student over the limit.**

**If the class sizes increase significantly higher than one per class in a grade level, the association and administration will work to provide support in some other way (e.g. opening a new section, adding an additional teacher to work in the classroom with the over enrolled class, etc.). If class sizes increase after October 1, the Association and Administration will work to create a reasonable solution.**

7. **Elementary aide time – Each teacher will receive 30 minutes of aide time per regularly scheduled student day. If staffing shortages create a loss of aide time, building principals will work to establish that aide time is an average of 30 minutes per regularly scheduled full student day for each classroom teacher. A teacher may elect to receive less general aide time. Average aide time will be calculated quarterly.**

**8. Kindergarten aide time – Each kindergarten teacher will receive 2.75 hours of aide time per regularly scheduled student day, per session. If staffing shortages create a loss of aide time, building principals will work to establish that aide time is an average of 2.75 hours per regularly scheduled student day for each classroom teacher, per session, for the month. If the kindergarten day is changed, aide time will be mutually agreed upon by the association and administration.**

#### **D. STANDARDS WHICH ARE COMMON TO ALL SECONDARY SCHOOLS**

1. For all secondary schools, a specific day in the week will be designated for faculty and committee meetings at the discretion of the building principal. A WSEA building representative may also request that an item of mutual concern be placed on the meeting agenda with as much advance notice given to the principal as possible.

2. Each secondary teacher will have at least one duty free preparation period for each full work day, 45 minutes in length, **free of regularly occurring duties and meetings** scheduled during the student day.

3. No teacher will be assigned for more than 4 consecutive instructional periods, including lunch duty, during any student day.

4. Department representatives will have meaningful input into the master schedule.

**5. Equitable class loads and preparations – To the extent possible, core content teachers in secondary buildings will be assigned no more than four different preparation classes per year at the high school, and no more than three preparations at the middle school. A preparation is considered a different course. Various levels of the same course do not constitute multiple preparations.**

**6. High School Preparation Time - High school teachers will be provided with preparation time equal to one class period (e.g., currently a period is 80 minutes in length). If the Administration and Association agree to a different schedule, preparation time will be at least the length of one class period, or a mutually agreed upon schedule between the Association and Administration. (Currently high school teachers are assigned to teach three periods with one period for preparation time.)**

**7. Six instructional assignments per regular workday (36 per six-day cycle/30 per 5-day week) may be assigned to secondary teachers in health, industrial arts, art, music, world language, and physical education. Any teacher assigned six classes will not be assigned a duty.**