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October 15, 2021

Lynn Vitali, President
Pennsbury Education Association (PEA)
134 Yardley Avenue
P.O. Box 338
Fallsington, PA 19058

Re: **PSD/PEA Tentative Agreement**

Dear Lynn:

You will find the details of the tentative agreement between the Pennsbury School District Board of School Directors (the "Board") and the Pennsbury Education Association (the "Members"). Pursuant to our conversation, it is my understanding that the Members will vote to ratify the tentative agreement on November 1, 2021. The School Board will vote on the tentative agreement on or before November 18, 2021 at 7:30 p.m.

Note: all language that is underlined (example) reflects new language; all language that is struck through (~~example~~) reflects language to be specifically removed from the Collective Bargaining Agreement.

Length of Contract: 5 years – July 1, 2021 through June 30, 2026

Salary Increase:

Year 1: 2021-2022

- Add \$1,800 on every cell
- Step movement
- Column Movement: One (1) column per year

Year 2: 2022-2023

- Add \$1,800 on every cell
- Step movement
- Column Movement: One (1) column per year

Year 3: 2023-2024

- Add \$1,800 on every cell
- Step movement
- Column Movement: One (1) column per year

Year 4: 2024-2025

- Add \$1,800 on every cell
- Step movement
- Column Movement: One (1) column per year

Year 5: 2025-2026

- Add \$1,800 on every cell
- Step movement
- Column Movement: One (1) column per year

Healthcare: The District will offer all healthcare coverage through the Delaware Valley Health Trust (DVHT), as follows:

Medical Insurance Premium Share

The premium share for the benchmark plan and Keystone POS-comparable plan will be as follows:

Effective January 1, 2022: 14%
2022-2023: 15%
2023-2024: 16%
2024-2025: 16%
2025-2026: 16%

Prescription Plan Premium Share

The premium share for the prescription drug plan will be as follows:

Effective January 1, 2022: 14%
2022-2023: 15%
2023-2024: 16%
2024-2025: 16%
2025-2026: 16%

Dental Plan Premium Share

The premium share for the dental plan will be 16% effective January 1, 2022.

Maximum Annual Bargaining Unit Member Contribution

The maximum annual Bargaining Unit Member contribution the benchmark plan will be eliminated.

Plan Administration Options

The following language will be included in the Collective Bargaining Agreement as a new section:

The above references to IBC's Personal Choice and Keystone plans are name brands for Independence Blue Cross. The District may, at their discretion, offer comparable plans administered through either Independence Blue Cross or the Delaware Valley Health Trust (DVHT). Any change in insurance administration shall be managed through an open enrollment period. The Administration will provide the Association notice of a change in administration and open enrollment period by March 1st.

Supplemental Contracts:

All rates will be increased by 0.5% annually for all years of the Agreement.

Additionally, the following positions will be added at the listed compensation:

*16 Equity Liaison positions at \$2,708 each
2 H.S. Unified Track Coach positions at \$2,000 each
2 H.S. Best Buddies Coach positions at \$2,000 each
3 M.S. Best Buddies Coach positions at \$2,000 each
2 H.S. Mini-THON Coordinators at \$2,000 each
3 M.S. Mini-THON Coordinators at \$1,500 each
10 E.S. Mini-THON Coordinators at \$1,000 each*

Language: *The following items are identified by Section per the 2016-2021 CBA:*

Article I, Recognition, Section 2:

This Agreement shall cover all employees in the bargaining unit as certified by the PLRB in its Certificate of Representative dated January 20, 1972, Long-Term Substitutes, to the extent that Long Term Substitutes are recognized in Article XXXVIII herein, ESL Teachers, Title I Teachers, ~~and~~ PAT teachers, and Technology Coaches.

Article V, School Year, Section 3 (Grade Days):

Three (3) other teacher days shall be scheduled as follows: one (1) ~~each after~~ immediately following the last day of the first, second and third marking periods. These days will be used within District buildings for grade level, department or faculty meetings and for completing grades for the marking period. Any combination of grade level, department and/or faculty meetings will be limited to a total of one (1) hour.

Article V, School Year, Section 4:

Remaining teacher days, ~~as listed below by year,~~ shall be scheduled for workshops as part of the District's calendar creation process, and they shall be non-pupil days whose use shall be determined by the Administration. One (1) day will be used prior to the opening of school for classroom and curriculum preparation, ~~at least~~ two (2) days during the school year as determined by Administration and one (1) day after the last student day.

~~2016-2017: Four (4) teacher days~~

~~2017-2018: Five (5) teacher days~~

~~2018-2019: Five (5) teacher days~~

~~2019-2020: Five (5) teacher days~~

~~2020-2021: Four (4) teacher days~~

Article VI, Normal Work Day, Section 3:

Bargaining Unit Members shall be available to parents and students for consultation after the last regularly scheduled class and as may be necessary after the normal work day. Such consultations and conferences are recognized as a professional responsibility and shall be encouraged by the Association. Such consultations shall be held at a time that is mutually agreed upon by both the Bargaining Unit Member and the parents/students.

Article VII, Teacher Schedules and Preparation/Conference Time, Section 2.A:

~~Effective with the 2005-2006 school year, upon ratification of the Agreement, or as soon thereafter as is possible, two~~ Two (2) weekly forty (40) minute EOP periods Opportunity Periods will be part of the regular High School schedule in grades 9-12 for all teachers. ~~EOP~~ The Opportunity Period is not be considered a "duty period" nor an extra period, and contacts made during ~~EOP~~ the Opportunity Period do not count toward the total contacts per day. Bargaining Unit Members shall be assigned students and content areas for the Opportunity Period, as determined by the Administration. Bargaining Unit Members shall only be responsible for remediation and academic support for the content areas in which a Member is certified. Bargaining Unit Members shall not be required to assess grades for students assigned to the Bargaining Unit Member for the Opportunity Period. The Opportunity Period shall not be subject to or included in any teacher evaluation, unless requested by the Bargaining Unit Member. No preparation or planning shall be required for the Opportunity Period as the Opportunity Period will be used for student intervention and/or programming and materials assigned and provided by the Administration. The maximum number of students per Bargaining Unit Member during Opportunity Period shall be eighteen (18).

Article VII, Teacher Schedules and Preparation/Conference Time, Section 2.C:

~~Rather than limiting the size of individual classes as provided in Article XI, Class Size, it is agreed that teachers will not be assigned to teach more than eighty-four (84) students per teacher day. This provision shall supersede the provisions of Article XI so long as intensive scheduling is in effect.~~

Article VII, Teacher Schedules and Preparation/Conference Time, Sections 3 & 5:

~~3. Middle school classroom teachers shall in addition to a thirty (30) minute duty-free lunch~~

~~period shall have five (5) preparation/conference periods per week. Teachers shall use these period for such preparation/conference and no other purpose. Except in emergency situations, there will be no assignment of other duties in order that this time may be utilize for the designated purpose.~~

~~5. A normal daily classroom teaching load for middle school shall be five (5) teacher periods or equivalent modules.~~

NEW 3. A normal daily classroom teaching day for middle school shall not include more than 270 minutes of instruction, as determined by the Administration. Additionally, the allocation of time for the remainder of the normal daily classroom teaching day shall be at the discretion of the Administration and shall include a thirty (30) minute duty-free lunch and self-directed preparation time as follows, on a two-week rotating basis:

Week A:

Eighty (80) minutes of self-directed preparation time for four (4) out of five (5) days and forty (40) minutes of self-directed preparation time for the fifth (5th) day.

Week B:

Eighty (80) minutes of self-directed preparation time for three (3) days and forty (40) minutes of self-directed preparation time for the remaining two (2) days.

Article VII, Teacher Schedules and Preparation/Conference Time, New Section:

Travel time for Bargaining Unit Members required to travel between buildings to multiple assignments shall not impact designated preparation time.

Article VIII, Class Coverage:

High School - Intensive Scheduling. In the event of the absence of a regular high school teacher from duty, where no substitute has been secured, the following ~~sums~~ rates for each ~~half block covered~~

coverage will be paid to any Bargaining Unit Member performing the duties of the absent teacher, ~~if such coverage results in the loss of the covering teacher's guaranteed preparation time during the week that the coverage occurs.~~ Such payment shall be made in exchange for and to compensate the covering teacher for loss of his/her right to the preparation period which is lost.

Rate: \$38.00/hour, pro-rated

Middle School. In the event of the absence of a regular middle school teacher from duty, where no substitute has been secured, the following ~~sums~~ rates for each period covered coverage will be paid to any Bargaining Unit Member performing the duties of the absent teacher, ~~if such coverage results in the loss of the covering teacher's guaranteed preparation time during the week that the coverage occurs.~~ Such payment shall be made in exchange for and to compensate the covering teacher for loss of his/her right to the preparation period which is lost.

Rate: \$38.00/hour, pro-rated

Elementary:

Rate: \$38.00/hour, pro-rated

Maximum Daily Compensation: \$190.00

Elementary special subject teacher:

Rate: \$38.00/hour, pro-rated

Article IX, After-School Activities, Section 4:

This cleans up a typographical error.

Staff members may request issuance of a picture identification card which will entitle each staff member who requests such a card, upon display, to free admission to after-school activities for which admission is charged and which involve school-sponsored performances by Pennsbury students.

Article X, Meetings, Section 1:

~~The number of meetings outside the normal work day shall not exceed thirteen (13) for the 2016-2017 school year.~~

Article XI, In-service Programs and Workshops, Section 1:

Bargaining Unit Members attending workshops during evenings, weekends, or after the end of the school year will be reimbursed for such attendance at the following rates:

Year: ~~2016-2021~~ 2021-2026

~~Rate per period~~ Hourly Rate: \$25.00 \$30.00

Bargaining Unit Members attending workshops whose length or number of teachers attending would make the payment of the workshop hourly rate prohibitive, with the result that the workshops would not be held, may be reimbursed by a stipend, provided that the stipend is in multiples of \$25 \$30.00 and is at least equal to ~~\$50~~ \$60.00.

Article XIII, Pupil Personnel Service Guide, Section 4:

Starting and ~~quitting~~ ending times will be determined by the respective supervisors and the length of the work day will be governed by Article VI of this Agreement.

Article XIV, Absence Policy, Section 1.C:

If it is necessary for a Bargaining Unit Member to be absent, he/she must inform AESOP the substitute service of such absence as outlined in established building policies.

Article XIV, Absence Policy, Section 3:

School Business Leave without loss of pay, may be granted for the following reasons with proper District approval: ...
(8) Dissertation defense

Article XIV, Absence Policy, Section 10:

~~Family-Death~~ Bereavement Leave

- A. Immediate Family. Whenever a Bargaining Unit Member shall be absent from duty because of a death in the immediate family of said Bargaining Unit Member, there shall be no deduction in salary

for an absence up to five (5) days. Bereavement Leave days do not need to be taken consecutively but must be used within thirty (30) calendar days from the death. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, grandchild, parent-in-law or near relative who resides in the same household, or any person with whom the Bargaining Unit Member has made his/her home. In the rare instance that the burial is delayed more than thirty (30) calendar days from the death, one (1) additional day shall be granted for attendance at the funeral. Documentation of the funeral showing name of the deceased and date may be requested by the School District to approve compensation of this day.

- B. Near Relative. In the case of a near relative, there shall be no deduction in salary for absence on the day of the funeral. Up to two (2) additional days may be granted for the death of a near relative where the traveling distance exceeds a one hundred fifty (150) mile radius. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

Article XIV, Absence Policy, Sections 11 & 12:

~~Family Illness Leave~~

~~Up to five (5) days' paid absence shall be extended to Bargaining Unit Members who must be absent from duty to attend a member of the immediate family, as defined in Section 11.A. above, who is ill. For good cause shown, the District Superintendent shall allow an additional day of such absence. Such absences will be considered sick leave.~~

Sick Leave & Family Illness Leave

- A. Sick Leave. In any school year whenever a Bargaining Unit Member is prevented by illness or accidental injury from following his/her occupation, the School District shall pay to said Bargaining Unit Member for

each day of absence the full salary to which the Bargaining Unit Member may be entitled as if said Bargaining Unit Member were actually engaged in the performance of duty for a period of ten (10) days. Any such unused leave shall be cumulative from year-to-year in the School District of current employment or its predecessors without limitation. All or any part of such accumulated unused leave may be taken with full pay in any one (1) or more school years. No Bargaining Unit Member's salary shall be paid if the accidental injury is incurred while the Bargaining Unit Member is engaged in remunerative work unrelated to school duties.

- B. Family Illness Leave. Paid absence shall be extended to Bargaining Unit Members who must be absent from duty to attend a member of the immediate family, as defined in Section 10.A above, who is ill. Such absences will be considered sick leave and drawn from the Bargaining Unit Member's accumulated sick leave.

Article XIV, Absence Policy, Section 13:

Personal Leave

- A. Three (3) days of paid personal leave will be granted, with prior notification, to individuals who could not have conducted such personal affairs after school hours. Bargaining Unit Members will be expected to exercise professional judgment concerning the use of these days.
- B. Formal notification in writing for personal leave shall be made to the immediate supervisor. As with all other approved absences, upon return to duty the necessary absence forms will be completed by the Bargaining Unit Member in order to ensure proper payment.
- C. ~~Unused personal leave will not be cumulative.~~ However, at At the conclusion of each school year, two (2) unused personal leave days shall be carried over into the next school year for a total of five (5) personal leave days. At no time shall a Bargaining

Unit Member have more than five (5) total personal leave days. Any other remaining unused personal leave days shall be converted into unused sick leave and shall be credited to the Bargaining Unit Member's accumulated unused sick leave.

- D. If a Bargaining Unit Member is requesting use of one (1) day immediately preceding or following a scheduled school vacation for non-emergency purposes, the Bargaining Unit Member shall notify the Superintendent or his/her designee ten (10) days in advance of the selected day. If a Bargaining Unit Member is requesting use of one (1) day immediately preceding and one (1) day immediately following a scheduled school vacation for non-emergency purposes, the Bargaining Unit Member shall submit a request in writing to the Superintendent or his/her designee at least ten (10) days in advance of the first selected day for approval of one (1) of the two (2) selected days. The Bargaining Unit Member shall indicate for which of the two (2) days approval is sought. Utilization of personal leave is limited to a maximum of ten percent (10%) of the membership of the bargaining unit per building on any single day. In the event that more than ten percent (10%) of the membership of the bargaining unit in any one (1) building request the same day for personal leave, the earliest request(s) will be granted the day requested. Fractional portions of the calculation of ten percent (10%) will be rounded up to the next whole person. The Administration reserves the right to authorize Personal Leave in excess of ten percent (10%) per building in its discretion. Any decline by the Administration to extend beyond the ten percent (10%) is recognized as the Administration's discretion and cannot be grieved by the Association. In the event that excessive requests are made for particular days before or after holidays, or if a question shall arise concerning equitable application of this section, then the parties shall meet to resolve the questions involved.

Article XVI, Salary Payment Method, Section 3: ~~The District will continue to provide an option for direct deposit of paychecks.~~ Employees will be required to receive salary payments by direct deposit.

Article XVII, Salaries, Section 9 & Appendix A, Section Q:
Article XVII, Section 9: National Board Certification, Appendix A, Section Q: National Certification – Counselors and Psychologists, and a Memorandum of Understanding related to this topic will be incorporated into the CBA in a comprehensive reference to national certification provisions. National Board Certification for Nurses will be added to be covered by these provisions.

Article XXII, Non-Reprisal:
§ 1. For the purpose of this Article, the term "reprisal" shall mean an act of retaliation or intimidation taken or a threat to take such action against any person or persons for their lawful actions in support of ~~the 2005-2006~~ a labor dispute, or in opposition to the strike, or for their nonparticipation in the strike. No legal action or grievance shall be considered a reprisal nor shall any proportionate reduction in salary or supplemental compensation on account of work not performed be considered a reprisal.

§ 2. Neither the School Board nor the PEA nor any member, agent or representative thereof, nor any District Employee whatsoever, shall take any reprisal against any person or entity as set forth in Section ~~e~~One above during the term of this Agreement.

~~§ 3. During the 2005-2006 school year, the teacher work year will be reduced by six (6) days as a result of strike days not made up. Salaries will be prorated on the basis of 185/191 for the year. This salary adjustment shall not be considered a reprisal and is intended to take precedence over any inconsistent provision of the Agreement for the 2005-2006 school year.~~

Article XXIII, Student Discipline, Section 2.C:

Bargaining Unit Members must use firm authority or gentle restraint in order to develop an atmosphere for effective learning.

Article XXIII, Student Discipline, Section 4:

~~Corporal punishment is sanctioned in Pennsylvania only as provided in the current discipline code, but physical contact is not specifically denied for purposes of defense or removal of students from the educational setting. Thus, while Bargaining Unit Members are not given authority to use indiscriminate physical punishment, physical restraint may be necessary under extenuating circumstances.~~

Corporal punishment, defined as physically punishing a student for an infraction of the discipline policy, is prohibited. As provided by Title 22, Education; Section 12.5(b) of the Pennsylvania Code, reasonable force may be used by teachers and school authorities under the following circumstances:

1. To quell a disturbance;
2. To obtain possession of weapons or other dangerous objects;
3. For the purpose of self-defense; and/or
4. For the protection of persons or property.

Article XXVII, Due Process, New Section:

When an administrator schedules an investigatory or disciplinary meeting with a Bargaining Unit Member, the Bargaining Unit Member is to be given notice as to the nature or specificity of any charge or investigation prior to attending any meeting with administration. The administrator shall also communicate to the Bargaining Unit Member that the Member has a right to have representation present at the meeting.

Article XXVIII, Reorganization, Sections 5 & 6:

This cleans up a typographical error.

In the event that two or more Bargaining Unit Members who meet the assignment criteria express a preference for a given assignment, the order of their stated preference for that assignment shall be

first considered. If two or more Bargaining Unit Members have expressed an equal level of preference for the assignment, Article ~~XXV~~ XXVI of this Agreement shall be followed.

In the event that additional transfers are necessary after consideration has been given to stated preferences as set forth above, the District shall follow Article ~~XXV~~ XXVI of this Agreement in making such additional transfers.

Article XXXII, Maintenance of Membership:

~~Any professional Employee included in the unit for whom the Association has been certified as the exclusive bargaining agent by the Pennsylvania Labor Relations Board, and who is a member of this Association or who joins the Association after the effective date of this Agreement, must remain a member of the Association for the duration of this Agreement, provided that any such Employee may resign from the Association during a period of fifteen (15) days prior to the expiration of this Agreement; provided further that in the event any Bargaining Unit Member, who is a member of the Association, terminates his/her employment with the Pennsbury School District on or before June 30 of any year of this Agreement, such person may resign from the Association during a period of fifteen (15) days prior to June 30 of that year.~~

Article XXXIV, Association Business, Section 1:

A total of thirty-five (35) teacher days upon request with advance notice will be granted for Association business. The established policy will be adhered to in submission and processing of the Educational Leave Request. Up to five (5) unused days may be rolled over into the next year for a total of forty (40) days for Association business.

Article XLI, Class Size, Section 1:

~~The District will attempt to maintain maximum district-wide ratios of students (including mainstreamed special education students) to teachers as follows:~~

~~a. Secondary — 35 : 1 (7-12)~~

~~b. Intermediate 31 : 1 (4-6)~~

~~c. Primary 29 : 1 (K-3)~~

~~Effective September 1, 1996, such ratios shall be as follows:~~

~~a. Secondary 34 : 1 (7-12)~~

~~b. Intermediate 30 : 1 (4-6)~~

~~c. Primary 28 : 1 (K-3)~~

The District will attempt to maintain an average class size of 28 students at all levels, calculated on the individual Bargaining Unit Member's roster, with no class exceeding 30 students.

Article XLIII, Technology, Section 4:

The Association recognizes that use of District computers is for the purpose of enhancing the educational process. This equipment is not to be used for the furtherance of private or business affairs unconnected with the educational process at Pennsbury School District. However, just as there is respect for the contents of a Bargaining Unit Member's desk and files, so there needs to be respect for the contents of a Bargaining Unit Member's computer files. When using District computers or other electronic resources (including e-mail and other digital portals), all Bargaining Unit Members shall comply with Board Policy 815.1R1: Acceptable Use of Electronic Resources.

Appendix A, MOU D, Discipline:

- ~~1. The District agrees with the Association that learning can best occur in an atmosphere where student self-discipline prevails. Therefore, the District will make the continued improvement of discipline for the enhancement of learning a number one priority of this school community.~~
1. To ensure the safety of all students within the school environment, appropriate discipline may be used in accordance with the current applicable laws of the Commonwealth of Pennsylvania.

2. ~~The District will establish an Administration/Association Committee during the first year of this Agreement to study ways and means to effectively deal with disruptive students, particularly those who are at the elementary level and have not been identified as exceptional.~~

Appendix A, MOU M, Site-Based Teams:

~~The Pennsbury School District and the Pennsbury Education Association recognize the value of the "site-based" concept. Each building's site-based team shall be governed by District-wide guidelines mutually developed by the District and the Association. Such guidelines shall remain in force unless a change is agreed to by both parties.~~

The Pennsbury School District and the Pennsbury Education Association recognize the value of input from all stakeholders at the building level. Building Administration and Building Representatives of the Bargaining Unit shall collaboratively seek solutions for building-specific issues. However, the "site-based" concept does not permit any building to deviate from District-wide policies or directives.

Appendix A, MOU O, Section 7, Curriculum Coordinators:

~~Whenever a coordinator is absent and a substitute is called, the District will attempt to schedule the same substitute teacher each time so as to promote continuity of instruction.~~

Memoranda of Understanding:

The following MOUs will be incorporated into the CBA:

- *Nos. 1 & 17 – National Board Certification, adding Nurses (see above)*
- *No. 5 – Rename to Department Chairs, no numbers after positions*
- *No. 6 – Incorporate at Art. XV, p. 17*
- *No. 7 – Incorporate as New Section*
- *No. 8 – Incorporate at Art. XXVI, p. 39*
- *No. 9 – Incorporate at Art. XI. After-School Activities*
- *No. 10 – Incorporate as LTS at p. 49/50 and at Retirement at p. 30*
- *No. 12 – Incorporate as New Section under Salaries*
- *No. 13 – Incorporate as New Section, Revisit Recognition Clause*

- No. 14 – Incorporate and Rename Workers Compensation
- No. 16 – Incorporate as New Section and line item in Appendix B
- Appx. A-A – Incorporate as New Section
- Appx. A-B – Incorporate in Absence Policy § 13
- Appx. A-C – Incorporate, placement TBD
- Appx. A-D – Incorporate unto Article XXV. Student Discipline
- Appx. A-E – Incorporate as New Section
- Appx. A-F – Incorporate as New Section
- Appx. A-H – Incorporate as New Section
- Appx. A-I – Incorporate as New Section
- Appx. A-J – Incorporate as New Section
- Appx. A-K – Incorporate as New Section
- Appx. A-L – Incorporate as New Section under Art. XXIII. Insurance Programs
- Appx. A-N – Incorporate as New Section

All other provisions of the 2016-2021 CBA will remain in force during the term of this tentative agreement. If you have any questions or comments, please do not hesitate to contact me. I will be available on my cell phone during the time that you are meeting with your members.

Very truly yours,



Michael P. Clarke

MPC/GRH

cc: Brad Gross, PSEA-NEA UniServ Representative
Pennsbury School District Board of School Directors
Thomas A. Smith, Ed.D., Superintendent
Chris Berdnik, PCSBA, Chief Financial Officer
Bettie Ann Rarrick, Director of Human Resources
Gregory R. Heleniak, Esquire, Assistant Solicitor

I CERTIFY THAT THE TERMS ABOVE REFLECT THE AGREEMENT REACHED BETWEEN THE PENNSBURY SCHOOL DISTRICT AND THE PENNSBURY EDUCATION ASSOCIATION DURING THE NEGOTIATIONS OF THIS CONTRACT.

DATE: October 25, 2021



Lynn Vitali, PEA, President

