

NESHAMINY SCHOOL DISTRICT

REVISED BOARD PROPOSALS

to

NESHAMINY FEDERATION OF TEACHERS
LOCAL 1417

JULY 18, 2011

The following proposals and counterproposals are made without prejudice and without precedent as to any practices of the District in any of the areas referenced herein. Any proposal may be modified or withdrawn without prejudice. No inference may be drawn as to the District's present rights by the making or withdrawal of any proposal. In making the proposals identified herein and any and all counterproposals the District does not waive any position it now has or may take in the future on any issues addressed and/or discussed in the bargaining process. The Board reserves the right to modify, add to, or supplement any of the following proposals and to present additional proposals during the bargaining process and to present verbal or written counterproposals.

Format of Proposal:

~~Deletions are struck through~~

New language is in bold

(Explanations are in parentheses)

Articles or Sections not referenced are not proposed for change at this time

I. PREAMBLE

This Agreement is entered into this ~~fourteenth (14th) day of March, 2001~~, by and between the Board of School Directors of the Neshaminy School District, Langhorne, Pennsylvania, hereinafter referred to as the "Board" and the Neshaminy Federation of Teachers, Local No. 1417, Pennsylvania Federation of Teachers, American Federation of Teachers, AFL-CIO, hereinafter referred to as the "Federation." The Neshaminy School District shall be hereinafter referred to as the "District."

Article IV

RIGHTS OF THE PROFESSIONAL EMPLOYEES

4-5 (Delete entirely)

ARTICLE V

GRIEVANCE PROCEDURE

5-1.1 Definition - A grievance is a complaint that there has been a violation, misinterpretation, misapplication, inequitable or otherwise improper application of any provision of this Agreement.

5-1.2 A grievance must be initiated within a ~~20 60~~-working-day period after the alleged event giving rise to the grievance or within ~~20 60~~ working days after the grievant knew of the alleged event giving rise to the grievance, whichever is later. The Employee shall have the right to be accompanied by a representative of the Federation to advise and represent him/her during this procedure.

5-2 A sincere attempt shall be made to resolve any alleged grievance by informal discussion between the grievant and/or a representative of the Federation and the building Administrator before the situation becomes formalized as a grievance.

5-3 If as a result of the informal discussion the alleged grievance is not resolved, it shall be reduced to writing on a form mutually agreed upon by the parties to this Agreement. The written grievance shall be forwarded to the building Administrator, the Director of Human Resources and the Federation. At the time the written grievance is submitted by the grievant, the grievant shall schedule a meeting with the building Administrator. Such meeting shall be scheduled within five (5) school days from the date on which the grievance is submitted. At this meeting the facts shall be brought out and an effort made to adjust the matter. The building Administrator shall render a decision in writing within five (5) school days after the meeting. The written decision shall be forwarded to the grievant, the Federation, the appropriate central office Administrator and the Office of Human Resources.

5-4 A written appeal from the decision of the building Administrator may be made to the appropriate central office Administrator within five (5) school days after receipt of the written decision of the building Administrator. At the time the written appeal of the grievance is submitted to the grievant, the grievant shall schedule a meeting with the Administrator. Such meeting shall be conducted within five (5) school days after receipt of the appeal. The Administrator shall indicate his/her disposition of the grievance in writing within five (5) school days of such a meeting and shall furnish a copy thereof to the grievant, the Federation, the District Superintendent and the Office of Human Resources.

5-5 A written appeal from the decision of the appropriate District Administrator may be made to the District Superintendent within five (5) school days after receipt of the written decision of the Administrator. At the time the written appeal of the grievance is submitted to the grievant, the grievant shall schedule a meeting with the District Superintendent. Such a meeting shall be conducted within five (5) school days after receipt of the appeal. The District Superintendent shall indicate the disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the grievant, the Federation and the office of Human Resources.

5-6 An appeal from the decision of the District Superintendent may be made only by the Federation or the District ~~to the American Arbitration Association for arbitration in accord with its rules, which shall govern the arbitration proceeding~~ **in accordance with the provisions of Section 903 of Act 195. If the parties cannot voluntarily agree upon the selection of an arbitrator, they shall obtain a list of arbitrators from the Pennsylvania Bureau of Mediation and shall select an arbitrator by alternately striking names, as provided in Section 903.** Such appeal shall be made within fifteen (15) school days after receipt of the written decision of the District Superintendent. It is agreed by the parties that the arbitrator shall have the authority to apply the provisions of this Agreement and to render a decision on any grievance coming before him/her, but shall not have the authority to amend, modify or extend the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator.

5-7 The fees and expenses of the arbitrator shall be shared equally by the parties. The expenses of witnesses, including wages, shall be borne by the party requiring their testimony. There shall be no loss in wages for the grievance chairperson or his/his designee who participates on behalf of the Federation in the arbitration hearing, provided the grievance chairperson or his/her designee is not the grievant or a witness.

5-8 It is the intention of the parties that the time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties and, provided that cause is shown, such agreement shall not be unreasonably withheld. Otherwise, the failure of either party to adhere to the time limits established in the steps provided in this Article shall advance the grievance automatically to the next applicable step.

5-9 If an individual Employee has a personal complaint which he/she desires to discuss with an Administrator, the Employee is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Federation and an

opportunity for a Federation representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.

5-10 Nothing contained herein shall prevent either party from presenting a grievance or appealing from the settlement of a grievance that is inconsistent with the terms of this Agreement. The appeal shall be at the appropriate level of the grievance procedure.

5-11 Meetings and hearings held under this procedure shall be scheduled during non-school hours to afford a fair and reasonable opportunity for all persons required to attend to be present.

5-12 The parties recognize that participation in the processing of grievances is a protected activity.

ARTICLE VI **WAGES**

6-1 BASIC SALARY SCHEDULES AND CO-CURRICULAR SALARY SCHEDULES

6-1.1 BASIC SALARY SCHEDULES The basic salary schedules established for the ~~six-year~~ term hereof are attached to this Agreement as Appendix A. ~~The salary schedules as published in Appendix A are to be considered minimum salary schedules; the amount at each step may be increased in accordance with the cost-of-living adjustment in Appendix B.~~ **The 2007-2008 salary schedule shall remain in effect for the 2008-2009, 2009-2010 and 2010-2011 school years and shall be frozen as to vertical step and horizontal movement on the schedule, notwithstanding any other provision of this agreement or of the School Code. No employee shall be entitled to either vertical step movement or horizontal column movement for the 2008-09, 2009-10, or 2010-11 school years.**

~~Salaries for 2002/03 shall be calculated by multiplying each step of the 2001/02 salary schedule by 1.0275.~~

~~Salaries for 2003/04 shall be calculated by multiplying each step of the 2002/03 salary schedule by 1.0275.~~

~~Salaries for 2004/05 shall be calculated by multiplying each step of the 2003/04 salary schedule by 1.0275.~~

~~Salaries for 2005/06 shall be calculated by multiplying each step of the 2004/05 salary schedule by 1.0275.~~

~~Salaries for 2006/07 shall be calculated by multiplying each step of the 2005/06 salary schedule by 1.0275.~~

~~Salaries for 2007/08 shall be calculated by multiplying each step of the 2006/07 salary schedule by 1.0275.~~

6-1.2 There will be ~~an eleven (11)~~ a **thirteen (13)** step salary schedule for all Employees effective with the 2011-2012 school year. **Steps 0 and 12 shall be added for the 2011-2012 school year.** ~~during the course of the Agreement.~~

6-1.3 CO-CURRICULAR SALARY SCHEDULES

The co-curricular salary schedules established for the ~~six-year~~ term hereof are attached to this Agreement as Appendix C. **Co-curricular salaries for the 2008-2009 school year shall be frozen for the 2008-09, 2009-10, and 2010-11 school years.**

6-2 PLACEMENT ON SALARY SCHEDULE

6-2.1 Employees shall be placed on the salary schedule in accordance with their teaching experience and credits, consistent with the credit and experience provision herein described or in accordance with Section 6-1.2.

6-2.2 Horizontal placement is determined by degree and accreditation at the beginning of each school year, **except as other wise prescribed in Section 6-1.1 regarding the 2008-2009, 2009-2010, and 2010-2011 school years,** or at the time interim evaluations are made of credits officially accepted for salary credit in accordance with the regulations herein contained.

6-2.3 Vertical placement is regulated by the number of years of satisfactory teaching experience as a full-time certified teacher (K-12) in public schools, or private schools approved by the accrediting agency in the state in which the experience was gained, **except as otherwise prescribed in Section 6-1.1 regarding the 2008-2009, 2009-2010, and 2010-2011 school years.**

For teachers first employed on and after the start of the second semester, 1994/1995, vertical placement is regulated by dividing in half (to a maximum of five years) the number of years of satisfactory teaching performance as a full-time certified teacher (K-12) in public schools, or private schools approved by the accrediting agency in the state in which the experience was gained.

6-2.4 An Employee who is rated unsatisfactory at the conclusion of any school year (year 1) shall remain on the same step and column of the salary schedule in the next succeeding school year that he/she is present for duty (year 2), and shall receive the same salary in such next succeeding school year (year 2) as he/she received during the school year in which the unsatisfactory rating applies (year 1). If the Employee is rated satisfactory at the conclusion of the next succeeding school year (year 2), then in the following school year (year 3), he/she shall be placed on the same step and at the same salary he/she would have received if there had been no unsatisfactory rating. **(Subject to Section 6-1.1)**

6-3 REGULATIONS GOVERNING PLACEMENT ON SCHEDULE

6-3.1 The decision to accept or reject credits for salary purposes shall be made by the District Superintendent or his/her designee, in accordance with the criteria listed in 6-3 **and 6-4**.

6-3.2 Acceptance of credits for salary credit at the Bachelor's level is based principally on graduate credits taken at approved colleges and universities in which a grade of "C" **"B"** or better has been received. Employees ~~are encouraged to~~ **shall** take courses that lead to the Master's Degree.

6-3.3 Acceptance of credits for salary credit at the Master's level is based on graduate credits taken at approved colleges and universities in which a grade of "C" **"B"** or better has been received.

6-3.4 Acceptance of undergraduate credits for ~~salary credit~~ **reimbursement** shall be made only if the course is a prerequisite for a graduate level **degree** program.

6-3.5 "Salary Step" shall be defined as years of experience ~~plus one year~~ or in accordance with Section 6-1.2.

- A. Experience for salary purposes shall be defined as that time employed as a full-time certified teacher in the public or private school system as described in this Article. Experience for day-to-day substitute service shall not be considered for salary purposes. Experience for Long Term Per Diem service shall be considered for salary purposes in accordance with provisions in this Agreement, specifically but not limited to Section 7-1.1.
- B. Persons employed with a fractional year of experience shall have their last annual increment prorated on the basis of their experience at the start of the school year.
- C. Should an Employee with a valid certificate allow it to become invalid and be issued an emergency certificate by the Bureau of Certification, said Employee shall not be entitled to the annual service increment for the period of time that the regular certificate is invalid.
- D. Experience earned earlier than ten (10) years prior to employment with no additional interim teaching experience shall not be considered for salary purposes and shall be disallowed. Such person shall be awarded up to three (3) years credit for said experience after satisfactorily completing two (2) years of continuous service with the District from the most recent date of employment.

6-3.6 Credits offered for salary consideration under the provisions of this Article shall be reviewed ~~three times a year~~ **annually, effective July, 2011**.

- A. July 15 - credits evaluated as of this date shall be added to the annual salary for the next school year.
- ~~B. October 15 - credits evaluated as of this date shall be added to the annual salary for the school year. Payment for the additional salary earned during the months of July through October shall be paid on the second pay period in November.~~
- ~~C. March 15 - credits evaluated as of this date shall be awarded half salary credit for the current school year and be added to the annual salary for the next school year. The half year improvement shall be paid in a lump sum on the second pay period in April.~~

6-3.7 The regular schedule terminates with the M+40 column. An additional \$1500 increment is awarded for the Doctorate and for employees achieving National Board Certification. ~~Non-degree Employees have been placed on the final step of the B column.~~

6-3.8 Effective July 1, 2008 newly earned master's equivalency certificates will not be recognized for salary purposes. An earned master's degree will be required for progression to any master's or master's + column of the salary schedule. Master's equivalency credentials earned and recognized prior to July 1, 2008 shall continue to be recognized.

6-4 TUITION REIMBURSEMENT

Courses eligible for reimbursement shall be graduate level courses, except for an undergraduate course, which is a prerequisite for a graduate level program. Written application for a reimbursement for a course shall first be made to the Superintendent or his/her designee prior to taking the course. Such approval shall ~~not be unreasonably withheld~~ **be discretionary on a case by case basis without regard to any past practice prior to July 1, 2008.** There shall be a maximum of no more than 9 course credits per year from September to September. Employees on sabbatical leaves of absence for Professional Development shall be reimbursed at the then current rate for a maximum of 9 credits per semester/18 credits per year. **Reimbursement shall be up to a maximum rate of \$290.00 per course credit.**

- A. **The employee shall not receive reimbursement for any correspondence, audio tape, online and/or video tape courses, except as follows:**
 - 1. **The restrictions on correspondence, audio tape, online and/or video tape courses do not apply if the courses are offered as part of an approved Master's degree program or other approved advanced degree program in which the employee is enrolled.**
 - 2. **Other online courses may be approved at the discretion of the Superintendent if such courses are in the employee's field of certification or for a higher degree, provided the course syllabus is submitted with the application for approval.**

~~Effective July 1, 2002 there shall be a reimbursement of \$240.00 per course credit.~~
~~Effective July 1, 2003 there shall be a reimbursement of \$250.00 per course credit.~~
~~Effective July 1, 2004 there shall be a reimbursement of \$260.00 per course credit.~~
~~Effective July 1, 2005 there shall be a reimbursement of \$270.00 per course credit.~~
~~Effective July 1, 2006 there shall be a reimbursement of \$280.00 per course credit.~~
~~Effective July 1, 2007 there shall be a reimbursement of \$290.00 per course credit.~~

Payment of the reimbursement shall depend upon submission of documentation indicating the cost of the course and the achievement of a grade of "B" or better, or a grade of "Pass" if the course is graded under a pass/fail system.

6-5 PAY PRACTICE

6-5.1 Partial Contract - The salary of a teacher who begins or ends his/her employment during the school year shall have the District's commitment for salary calculated on the actual participation of the teacher and lapsed calendar days of teacher commitment. Excused absence shall be prorated on the basis of service to the District in any one (1) year.

Employees terminating their employment shall not be carried on the fringe benefits program at District expense after June 30th. Long Term Per Diem substitutes shall be governed in accordance with Section 7-5.

Suspended Employees who are suspended at the end of the school year shall be continued on the health care benefits plans, including health, dental, vision care and prescription plans at District expense through August 31 of ~~each~~ **the year of suspension, provided employee contributions to premium equivalent to those paid by active employees are made by advance payment.**

6-5.2 Salaries shall be paid on a bi-weekly basis. The District will continue its practice of paying the staff their first pay on the first Friday following their return to school in September. In order to be eligible for this first payday, the Employee must have been processed for payroll purposes at least one week prior to the last payday in August. Employees shall have the option of having a salary paid in twenty-six (26) or twenty-two (22) installments. Employees will normally be paid in twenty-six (26) installments. In the event the calendar year does not permit 22 or 26 pays, payment may be made in 21/25 installments.

Salary due for the months of July and August shall be paid in a lump sum; such payment shall be made on the first pay day in June. One pay shall be withheld for the purpose of making salary adjustments and shall be paid on the last District pay day of June or the last work day, whichever occurs last.

Request for payment on a twenty-two (22) pay basis must be made to the Office of Human Resources no later than August 15. Once this selection is made the Employee shall be continued on a twenty-two (22) pay basis until he/she notifies the Office of Human Resources in writing of his/her desire to be returned to the twenty-six (26) pay basis; such notification must be made no later than August 15. Once a selection is made, no pay change may be made during the school year.

Comparison forms and further information are available in the Payroll Office.

6-5.3 It is recognized that the Superintendent may make other pay arrangements in hardship cases and on written request from the Employee.

6-5.4 Co-Curricular Pay Practice - Payment of salaries for co-curricular assignments shall be made in a lump sum, or two (2) or three (3) installments during the season of the activity as agreed upon by the Employee and the Administrator concerned.

The Employee shall be furnished with an itemized notice of payment for co-curricular service by the Administrator authorizing the payment for such service.

6-5.5 Wage Notice - Each Employee shall be furnished notice of the Employee's pay status, including placement on the salary schedule by column and step or years of experience and listed accreditation and salary.

The District shall attempt to distribute this notice in the second pay period in September each year. Additional notice shall be given in the event of any change in status.

6-6 CALCULATION OF SALARY

Guidance Counselors, Home and School Visitor, Psychologists, Cooperative Education Instructors, Social Workers.

6-6.1 The salaries of Guidance Counselors, Home and School Visitor, Psychologists, Cooperative Education Instructors and Social Workers shall be calculated by obtaining the placement of the individual on the salary schedule in accordance with the regulations hereinbefore specified and multiplying this figure by the applicable time factor set forth hereunder:

<u>Period of Employment</u>	<u>Time Adjustment Factor</u>
10 months	1.00
10.5 months	1.05

6-6.2

A. Add to the product ~~the following~~ a stipend of **\$3450** for ten-to-eleven-months employment:

<u>2007-08</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
	\$2,950	\$3,050	\$3,150	\$3,250	\$3,350
	\$3,450				

B. In lieu of (A) above and after two or more years of service, the Employee shall receive three hundred ~~thirty~~ **eighty** five dollars (~~\$335.00~~ **385.00**) per month for the number of months employed in the ~~2002-03~~ school year.

~~This rate will be increased to \$345.00 in 2003-04.~~

~~This rate will be increased to \$355.00 in 2004-05.~~

~~A. This rate will be increased to \$365.00 in 2005-06.~~

~~This rate will be increased to \$375.00 in 2006-07.~~

~~This rate will be increased to \$385.00 in 2007-08.~~

6-7 LONGEVITY

6-7.1 Long term service with the Neshaminy School District shall be recognized by the following supplemental pay schedule which sets forth the total annual payment for each level:

<u>07/08</u>	<u>Service Inclusive</u>	<u>02/03</u>	<u>03/04</u>	<u>04/05</u>	<u>05/06</u>	<u>06/07</u>
	A. 20 to 24 years	\$1,450	\$1,500	\$1,550	\$1,600	\$1,650
\$1,700						
(1)	B. 25 to 29 years	\$1,850	\$1,900	\$1,950	\$2,000	\$2,050
\$2,100						
	C. 30 to 34 years	\$2,250	\$2,300	\$2,350	\$2,400	\$2,450
\$2,500						
	D. 35 years+	\$2,700	\$2,750	\$2,800	\$2,850	\$2,900
\$2,950						

Recipients of longevity pay during the 2007-2008 school year shall be grandfathered and shall continue to receive such pay in accordance with the supplemental pay schedule. Longevity pay shall not be made effective with the 2008-2009 school year and thereafter for any employee not grandfathered and not actually receiving longevity pay prior to June 30, 2008.

6-7.2 It is understood that all service covered by this section shall be service in the Neshaminy School District. These supplements shall not be used in the computation of salaries influenced

by a time, ~~or~~ responsibility factor, ~~or Cost-of-Living factor~~. Except for Military Leave, unpaid leaves shall not be counted for purposes of length of service of the Employee to the District.

6-7.3 Longevity supplements shall be paid from September 1 if the anniversary date occurs prior to October 1 of the current school year. One-half of the supplements shall be added to the salary of the Employee if the anniversary occurs after October 1 but before February 1 of the school year, and the pay of the individual shall be adjusted for the first pay following February 1.

6-8 HOMEBOUND INSTRUCTION

~~Effective July 1, 2002, the hourly rate for homebound instruction shall be \$21.50 per hour.~~

~~Effective July 1, 2003, the hourly rate for homebound instruction shall be \$22.00 per hour.~~

~~Effective July 1, 2004, the hourly rate for homebound instruction shall be \$22.50 per hour.~~

~~Effective July 1, 2005, the hourly rate for homebound instruction shall be \$23.00 per hour.~~

~~Effective July 1, 2006, the hourly rate for homebound instruction shall be \$23.50 per hour.~~

Effective July 1, 2007, the hourly rate for homebound instruction shall be \$24.00 per hour.

6-9 DEPARTMENT HEADS/LEAD TEACHERS

Department heads and lead teachers shall be paid additional compensation in an amount equivalent to eight percent (8%) of their then current base salary. In no instance shall this amount exceed the following:

~~Effective July 1, 2002, \$2,750,~~

~~Effective July 1, 2003, \$2,800,~~

~~Effective July 1, 2004, \$2,850,~~

~~Effective July 1, 2005, \$2,900,~~

~~Effective July 1, 2006, \$2,950,~~

Effective July 1, 2007, \$3,000.

6-10 WORKSHOPS

~~Effective July 1, 2002, the District shall pay \$21.50 per hour for curriculum workshops with a \$129.00 per day maximum.~~

~~Effective July 1, 2003, the District shall pay \$22.00 per hour for curriculum workshops with a \$132.00 per day maximum.~~

~~Effective July 1, 2004, the District shall pay \$22.50 per hour for curriculum workshops with a \$135.00 per day maximum.~~

~~Effective July 1, 2005, the District shall pay \$23.00 per hour for curriculum workshops with a \$138.00 per day maximum.~~

~~Effective July 1, 2006, the District shall pay \$23.50 per hour for curriculum workshops with a \$141.00 per day maximum.~~

Effective July 1, 2007, the District shall pay \$24.00 per hour for curriculum workshops with a \$144.00 per day maximum.

6-11 SUMMER SCHOOL

The salary of a teacher employed in summer school programs shall be calculated in the following manner:

The teacher shall receive seventy-five percent (75%) of twenty-nine/one hundred eighty-fifths (29/185) of his/her base salary for the previous year, or an amount not to exceed twenty-five **eight** hundred fifty dollars (~~\$2550~~ **2800**) for credited courses (based on a four and one-half (4 1/2) hour teacher day).

~~The maximum for the program for June 2004 shall be \$2600.~~

~~The maximum for the program for June 2005 shall be \$2650.~~

~~The maximum for the program for June 2006 shall be \$2700.~~

~~The maximum for the program for June 2007 shall be \$2750.~~

~~The maximum for the program for June 2008 shall be \$2800.~~

6-12 SERVICE BENEFIT

Effective September 2002, Employees with a minimum of ~~ten~~ **fifteen** years of service in the Neshaminy School District shall be entitled to a severance benefit in an amount equal to their unused sick leave times ~~\$60.00~~ **\$70.00** per day, upon suspension (as defined in the school code), ~~registration~~ or retirement.

~~Effective September 1, 2003, this severance benefit shall be based on the rate of \$62.00 per day.~~

~~Effective September 1, 2004, this severance benefit shall be based on the rate of \$64.00 per day.~~

~~Effective September 1, 2005, this severance benefit shall be based on the rate of \$66.00 per day.~~

~~Effective September 1, 2006, this severance benefit shall be based on the rate of \$68.00 per day.~~

~~Effective September 1, 2007, this severance benefit shall be based on the rate of \$70.00 per day.~~

In the event of the Employee's death, the entitlement shall be paid to the Employee's estate. Only that portion of the unused sick leave accrued in the service of the Neshaminy School District may be used in this computation. No limit has been established as to the number of sick days used in the computation.

6-13 WORKER'S COMPENSATION

Any Employee who is absent as a result of injury sustained in the performance of his/her duties shall receive full compensation during his/her absence within the limits of the individual's remaining accrued sick leave. In no instance shall such compensation be ~~less~~ **more** than two weeks. Medical expenses shall be reimbursed by the Board within the limits defined in the Worker's Compensation Act of Pennsylvania, as amended. During the period in which the Employee receives full pay, his/her pay shall be computed by adding to the compensation benefits prescribed by law, the difference between the compensation benefit and the individual's normal pay. No deduction shall be made from sick leave. **Disability insurance shall not be paid during any period for which Worker's Compensation payments are made.**

6-14 PARTIAL CONTRACT EMPLOYEES

6-14.1 Partial contracts are defined as those positions for which staff are employed for fewer days than the normal work year as per 10-26 or less than **an eight (8) hour** day.

6-14.2 Persons employed on partial contract basis shall be entitled to the same rights ~~benefits~~ and privileges as other Employees covered by this Agreement with the exception of salary **and group insurance benefits**. Salary shall be computed on a prorated basis of the Employee's normal entitlement were the person employed on a full contract.

6-14.3 In the event that the number of partial contract positions is to be reduced, the least senior Employee of the normal work-year staff and partial contract staff will be suspended by application of the following procedure: Employees with full day but less than normal work-year contracts shall be offered full normal work-year contracts if such positions are available in the area of that Employee's certification according to seniority.

6-14.4 Employees shall have the right to refuse a full normal work-year contract. The decision of a senior Employee to waive his/her right to a normal work-year contract shall be effective for the entire school year only. No seniority rights shall accrue to partial contract Employees who work less than **an eight (8) hour** day. Such Employees, however, shall be given consideration to fill full-time vacancies.

6-14.5 Nothing in this section shall be construed as prohibiting the District from eliminating partial contract positions when such become unnecessary.

6-15 NURSES' EXTRA PAY

Effective July 1, 2007, nurses who agree to render additional time beyond the regular school year or the regular school day shall be compensated at the rate of ~~\$21.50~~ **\$24.00** per hour.

~~Effective July 1, 2003, this rate shall be \$22.00 per hour.
Effective July 1, 2004, this rate shall be \$22.50 per hour.
Effective July 1, 2005, this rate shall be \$23.00 per hour.
Effective July 1, 2006, this rate shall be \$23.50 per hour.
Effective July 1, 2007, this rate shall be \$24.00 per hour.~~

**ARTICLE VII
LONG TERM PER DIEM SUBSTITUTES**

7-1 A Long Term Per Diem Substitute is an Employee who substitutes for an absent regular Employee for a continuous period of six (6) weeks or longer when such Employee is on leave. The term of employment includes regular school days, in-service and conference days.

7-1.1 All Long Term Per Diem Substitutes shall be paid pursuant to the salary schedule based upon years of experience and course credits on the same basis as contracted Employees. For salary purposes, only Long Term Per Diem substitute experience performed in the Neshaminy School District shall be allowed.

One-half day Long Term Per Diem Substitutes shall receive a full year's credit for each year worked for the above enumerated computations.

7-1.2 All Long Term Per Diem Substitutes shall be entitled to all rights, ~~benefits~~ and privileges on the same basis as all other Employees.

7-2 All Long Term Per Diem Substitutes who have performed satisfactorily in the judgment of the Administration shall be given every consideration for appointment to vacancies for which they are certified, **provided that "every consideration" shall not mean preference over any or all outside candidates.**

~~As used herein, the term "every consideration" shall mean selection of teachers to fill vacancies for which they have been satisfactorily observed in their certification from the Long Term Substitute Pool as provided in this Section. As used herein, the term "semester" shall mean eighty (80) days within the meaning of Article VII.~~

~~A Long Term Per Diem Substitute Employee shall be placed in the Long Term Substitute Pool after satisfactorily completing one semester of service.~~

In the event that a vacancy should arise, the District shall fill that vacancy in the following manner:

- A. ~~By first offering such employment opportunity to Long Term Per Diem Substitute Employees in the Long Term Substitute Pool who have been satisfactorily observed and evaluated with respect to the particular subject in which the vacancy exists; and, after all such qualified Long Term Per Diem Substitute Employees in the Long Term Substitute Pool have either accepted or rejected the position, then;~~
- B. ~~By offering such employment opportunity to individuals outside the Long Term Substitute Pool.~~

7-3 Long Term Per Diem Substitutes who have acquired satisfactory teaching experience in prior school years with the District shall, if employed on a contract basis, receive experience credit acquired by the Employee at the time of appointment as a regular staff member.

7-4 A Long Term Per Diem Employee shall be given two (2) weeks notice before he/she is replaced by the returning Employee provided a minimum of twelve (12) working days notice is given to the District by the returning Employee.

7-5 Teachers who are suspended and recalled as Long Term Per Diem Substitutes as defined in Section 7-1 above shall receive the same insurance coverage provided the regular certified staff.

ARTICLE VIII

INSURANCE AND RETIREMENT BENEFITS

8-1 HEALTH INSURANCE

~~8-1.1~~ The District agrees to pay **eighty percent (80%)** of the full premium cost for Employees, who elect such coverage, and their dependents, **for the Blue Cross Personal Choice 20/30/70 plan, or a comparable plan furnished by an alternate carrier, as the base medical plan effective July 1, 2011.** ~~Personal Choice (PC10) plan which was in effect as of July 1, 2001. Beginning July 1, 2005, and thereafter, the Personal Choice (PC10) plan shall be amended to Personal Choice (PC15) plan. This means that the only change from the existing health programs shall be physician visits, which have a \$10.00 co-pay in-network, shall be modified to a \$15.00 co-pay in-network. All other components of the Health Insurance Plan remain in effect.~~

The District agrees to pay eighty-five percent (85%) of the full premium cost for employees who elect such coverage, and their dependents, for the Blue Cross Keystone Direct Point of Service C1-F3-01 plan, or a comparable plan furnished by an alternate carrier, as an alternative to the base plan, effective July 1, 2011.

The District agrees to pay ninety percent (90%) of the full premium cost for employees who elect such coverage, and their dependents, for the Blue Cross Personal Choice HD2-HC1 2000/4000 plan, with integrated RX 5/20/45, or a comparable plan furnished by an alternate carrier, as an alternative to the base plan, effective July 1, 2011.

Retired Employees with a retirement date on or before June 30, 2008 (or on or before the last day of the following semester) whose domicile remains in the geographic area covered by the base plan ~~Personal Choice~~ shall continue to be covered by the base plan ~~Personal Choice~~, subject to payment of the same premium contributions required of active employees. Such Retired Employees also have the right to be covered by any available buy-up plan, provided that they also pay one hundred percent (100%) of the difference in cost between the base plan and the buy-up plan. Employees whose domicile is outside of the geographic area covered by the base plan ~~Personal Choice~~ and **eligible** retired Employees who move their domicile from the geographic area covered by the base plan ~~Personal Choice~~ shall be fully covered under **any available buy-up plan** ~~the Blue Cross/Blue Shield Indemnity Plan~~, at ~~no cost~~ **subject to payment of the same premium contributions required of active employees.** Employees who wish to participate in a **buy-up plan** ~~the indemnity and major medical plan(s)~~ shall pay one hundred percent (100%) of the difference in cost between **the buy-up plan** ~~the indemnity plus major medical plans~~ and the applicable ~~Personal Choice~~ **base plan.** The hospitalization plan shall provide for 365 days of hospital coverage. ~~The major medical coverage shall be in the life time amount of \$1,000,000 with an annual deductible of \$250 single and \$500 family.~~

~~**8-1.2** Employees who wish to participate in the indemnity and major medical plan(s) shall pay one hundred percent (100%) of the difference in cost between the indemnity plus major medical plans and the applicable Personal Choice plan. The hospitalization plan shall provide for 365 days of hospital coverage. The major medical coverage shall be in the life time amount of \$1,000,000 with an annual deductible of \$250 single and \$500 family.~~

8-1.3 Each Employee shall have the right, as an alternative to participation in the plans described above, to elect to participate in **either the Personal Choice 15 or the Keystone Plan East (HMO) plan. These plans will be buy-up plans. Employees electing either buy-up plan will pay one hundred percent (100%) of the difference in cost between the buy-up plan and the base plan.** The District agrees to pay the ~~full~~ **remaining** premium cost for Employees and their dependents for such plan, **provided that employees will contribute twenty percent (20%) of the monthly premium of the base plan towards their health insurance coverage by payroll deduction in addition to the buy-up amount.**

8-1.4 No employee shall be covered as a subscriber to any District health insurance plan and also be covered as a dependent under that plan or any other District health plan. An employee who is covered by any District health insurance plan as either a subscriber or as a dependent is not eligible for opt out payments. An employee whose spouse is also a District employee is not eligible for multiple or duplicate health insurance coverage. No

employee or dependent shall be covered by more than one policy, and no employee may be covered both as a subscriber and as a dependent. The provisions of this Section are also applicable to prescription, dental, and vision insurance coverage.

8-2 DISABILITY INSURANCE

8-2.1 The District shall provide a disability benefit not to exceed ~~\$1000~~ **\$1300** per month for each participating Employee under the Neshaminy School District Group Plan. ~~Beginning with the 2003/2004 school year, this amount will be increased to \$1100 per month. Beginning in the 2005/06 school year, this amount will be increased to \$1200. Beginning in the 2007/08 school year and thereafter this amount will be increased to \$1300.~~ The plan shall be for a maximum of fifty-two (52) weeks with a 14-day waiting period.

8-2.2 The District shall provide a long-term accident and sickness disability plan which will provide benefits of ~~\$1200~~ **\$1400** per month to age sixty-five (65). ~~Beginning in the 2004/05 school year, this amount will be increased to \$1300. Beginning in the year 2006/07 and thereafter this amount will be increased to \$1400.~~

8-2.3 **During any period when disability payments are paid under either short-term or long-term disability plans pursuant to Section 8-2.1 or 8-2.2, no sick leave, worker's compensation, or other forms of paid leave or paid benefits shall be due or payable to the employee receiving disability pay.**

8-3 LIFE INSURANCE

The District shall provide each Employee with a group term life insurance policy at no cost to the Employee. The amount of such insurance shall be equivalent to two (2) times the annual salary of the Employee, rounded to the nearest thousand dollars.

8-4 DENTAL INSURANCE

The District shall pay the full premium, including family coverage, **subject to employee contributions as provided below**, for the eligible Employee's subscription to a dental plan which shall include the following coverage: Periodontics at a rate of 75% UCR; Orthodontics at a maximum lifetime benefit of \$1000 per person; Oral Surgery at the rate of 100% UCR; Prosthetics and Crowns, Inlays and Onlays Restorations at the rate of 60% UCR. Except for Orthodontics, the maximum reimbursement of the Basic Dental Insurance Plan and related riders shall be \$1500 per person per year.

Effective July 1, 2011 Employees will contribute twenty percent (20%) of the monthly premium towards their dental coverage by payroll deduction.

8-5 PRESCRIPTION DRUG PLAN

The District shall pay the full premium, including family coverage, **subject to employee contributions as provided below**, for the eligible Employee's subscription under a Prescription Drug program as follows:

Participants in the base plan will pay a deductible of \$5.00 per generic prescription, \$30.00 for formulary name brand prescriptions, and \$50.00 for non-formulary name brand prescriptions.

Participants in any alternate or buy up plan will pay a deductible of \$5.00 for generic prescriptions, \$30.00 for name brand prescriptions, and \$50.00 for non-formulary name brand prescriptions.

~~comparable to the current prescription drug plan. Participants in the Personal Choice and traditional BC/BS plans shall pay a deductible of \$5.00 per generic prescription, or name brand where no generic exists and \$30.00 for formulary name brand prescriptions, and \$50.00 for non-formulary name brand prescriptions. Keystone (HMO) participants shall pay a deductible of \$1.00 per generic prescription or name brand where no generic exists and \$3.00 for a name brand prescription.~~

~~It is understood and agreed that the prescription deductible provided by this Agreement may be applied by the Employee to satisfy the annual Major Medical Deductible limit for traditional Blue Cross/Blue Shield participants.~~

Effective July 1, 2011 Employees will contribute twenty percent (20%) of the monthly premium towards their prescription coverage by payroll deduction.

8-6 VISION CARE PLAN

The District shall pay the full premium, including family coverage, for the Employee's subscription to the Vision Care Plan as described in the current District insurance booklet, **provided that employees will contribute twenty percent (20%) of the monthly premium towards their vision coverage by payroll deduction.**

8-7 CO-CURRICULAR ASSIGNMENTS (INSURANCE COVERAGE)

The District shall inform each coach of his/her personal and liability coverage for accidents during contests and practices.

8-8 LIABILITY INSURANCE (AUTOMOBILE)

The nurses, home and school visitor and social workers will be provided with 100-300-25 basic liability coverage under the school district's insurance policy at no cost to the Employee. The 100-300-25 basic liability coverage will only be in effect during those times the eligible Employees are providing transportation for children as a requirement of their job assignment.

8-9 COMPREHENSIVE INSURANCE DEDUCTIBLE

The District will reimburse the comprehensive insurance deductible, not to exceed \$250, in the event of vandalism committed against an Employee's vehicle by a pupil on school district property. In the event that a pupil is identified as responsible, a police report is not a prerequisite for reimbursement.

8-10 WORKER'S COMPENSATION

Employees shall be covered under the provisions of the Pennsylvania Worker's Compensation and Occupational Disease Act as amended.

8-11 TERM OF INSURANCE

8-11.1 The group insurance program of the District shall be based on twelve (12) months of coverage. Employees whose employment terminates at the end of the school year or subsequent to the start of the new school year shall be carried on the District programs only until June 30 of the then current calendar year.

8-11.2 Employees who are suspended at the end of a school year shall be continued on health care benefits through August 31 of the then current calendar year.

8-12 PARTIAL CONTRACTS

Whenever a full-contract Employee voluntarily requests assignment from a full-time contract to a partial-contract position, the District ~~may~~ **shall** prorate the value of that Employee's fringe benefit package.

8-13 INSURANCE (LEAVES OF ABSENCE)

The District shall continue the insurance program for persons on sabbatical leave. Employees on other types of leave may participate in those plans for which they are eligible but at their own expense.

8-14 INSURANCE (RETIREE COUNSELING)

8-14.1 Retiring Employees shall have the option of remaining in a group medical/surgical, major medical plan at their own expense. Payments for such participation shall be made in advance on a quarterly basis.

8-14.2 Retiring Employees shall be provided with pre-retirement counseling by the Office of Human Resources.

8-15 SOCIAL SECURITY

The Board shall continue Social Security (FICA) participation for Employees.

8-16 CHANGE IN INSURANCE CARRIERS

The District reserves the right to change any or all insurance carriers which may from time to time provide any coverage required hereunder as long as the coverage is **of like kind and quality to equal to or better than** that currently existing and no additional costs for services provided by the coverage accrues to the Employee.

8-17 HEALTH CARE COMMITTEE

A Health Care Committee, comprised of two (2) School District representatives and two (2) Federation members, shall be maintained by the parties for the duration of this Agreement. The function of this Committee shall be to continuously review the fringe benefit structure provided by this Article in an effort to achieve cost containment by restructuring and redesigning such benefits. The Committee shall meet upon the call of two (2) of its members, or at such other time as the Committee deems appropriate.

The Committee shall have access to all such School District records as are reasonable and necessary for the Committee to perform its charge.

A mutually-selected fringe benefit expert shall be available to the Committee and shall serve such Committee in a neutral position and shall not be a voting member of the Committee. The appointment of such expert shall be recommended to the Board by the Committee. The cost of such expert shall be paid by the District.

8-18 HEALTH CARE CONSORTIUM

In the event of the formation or consideration of the formation of any regional health care consortium, the Board may at its option participate in such consideration, and may, at its option, join in such consortium upon the approval of the Board. Upon request, the Board will meet and discuss with the Federation prior to formal action by the Board.

8-19 LETTERS OF RECOMMENDATION

It shall be the duty of any bargaining member, upon the request of a student, parent, or administrator, to prepare an appropriate letter of recommendation on behalf of the student to a college or university to which the student is seeking admission.

8-20 HOME ACCESS

Participation by a teacher or other bargaining unit member in home access activities shall be considered the duty of a bargaining unit member and not voluntary.

**ARTICLE IX
NO STRIKE - NO LOCKOUT**

During the term of this Agreement, the Federation shall not authorize, condone, support or participate in any work stoppage, slowdown or other form of curtailment of effort, and the District shall not authorize or permit any lockout of the Employees covered by this Agreement.

**ARTICLE X
OTHER CONDITIONS OF EMPLOYMENT**

10-1 ANNOUNCEMENTS (Delete entirely).

10-7 COMMITTEES

10-7.1 Employees shall share in the development and planning of goals, objectives and courses of study necessary to curriculum growth. Such activity, if approved by the Administration and when conducted outside the normal work day, shall be paid at the hourly workshop rate.

10-7.2 Employees shall share in the review, evaluation and selection of textbooks and other instructional materials and supplies. Such activity, if approved by the Administration and when performed outside the normal work day, shall be paid at the hourly workshop rate.

10-7.3 When any committee is established by the District which includes Employees, those Employees shall have **shared** voice and **input along status equal** with other members of the committee in the development of its recommendations. It is understood that all committee recommendations are subject to the approval of the ~~District~~ **Administration**.

10-7.4 A list of proposed curriculum committees shall be posted in each building so that all Employees shall have an opportunity to apply for membership thereon.

10-9.2 The Board and the Federation agree that the implementation of the established discipline policies is **the responsibility of teachers and Administration. It is understood that discipline committee recommendations are subject to the approval of the Administration**

10-13 ~~EXCUSED ABSENCE LEAVE~~ **PERSONAL LEAVE**

10-13.1 In any school year, an Employee may be granted a total of ~~six (6)~~ **three (3)** days **personal** leave without loss of salary. ~~for the reasons listed in subsection 10-13.2 below.~~ Additional days ~~for these and other reasons~~ may be granted by **at the discretion of the Superintendent's Office** without loss of pay.

10-13.2 ~~JUSTIFICATION FOR LEAVE~~

~~Excused absence is business or an event that cannot be conducted outside of school hours. The reasons for excused absence shall be the following:~~

- ~~A. Attendance at the funeral of a close friend.~~
- ~~B. Attendance at the funeral of a relative not listed in Section 10-8.~~
- ~~C. Major religious holiday.~~
- ~~D. Administering care to a member of the household or immediate family (as defined in
— Section 10-8.2) who requires a physician's attendance (ref. 10-13.4D).~~
- ~~E. Moving.~~
- ~~F. House settlement.~~
- ~~G. A personal legal matter in which the Employee has been subpoenaed (ref. 10-13.4A).~~
- ~~H. A personal legal matter in which the Employee has not been subpoenaed.~~
- ~~I. Appearance by court order in a court of Common Pleas (ref. 10-13.4A).~~
- ~~J. Appearance by court order in Magistrate Court (ref. 10-13.4A).~~
- ~~K. Appearance by court order in a Federal District Court (ref. 10-13.4A).~~
- ~~L. Appearance by court order in a court other than those listed in paragraphs I, J, K above (ref. 10-13.4A).~~
- ~~M. Attending the college commencement of a child (ref. 10-13.4C).~~
- ~~N. Attending the college commencement of a spouse.~~
- ~~O. Attending one's own college commencement.~~
- ~~P. Getting a son or daughter settled at college.~~

- ~~Q. Attendance at an Employee's own wedding (if on a school day, the Employee shall have the day off and also a day before or after the wedding. If the wedding occurs on a non-school day, the Employee is not eligible for the wedding day, but shall be given the day off before or after the wedding with pay).~~
- ~~R. Attendance at the wedding of a son or daughter on a school day.~~
- ~~S. Household emergencies (Fire, Burglary, Accident, Property Damage, Plumbing, Electrical System Failure, Vandalism, Water Heater Failure, Gas Leak, Heating System Failure, Flooding, Theft, Wind Damage, Water Pump Failure, Refrigeration Failure Threatening Food Spoilage).~~

~~10-13.3 — Employees are required to check the reason for absence on a form mutually agreed upon by the District and the Federation. No further information may be required or requested by the District from the Employee, either verbally or in writing.~~

~~10-13.4 — Excused absence as expressed in 10-13.2 shall be limited to one (1) day in each instance that causes the need for absence, except in the following cases:~~

- ~~A. An Employee who is subpoenaed as a witness or is a litigant in a civil or criminal proceeding shall be continued to the full unused allowance (ref. 10-13.2 G,I,J,K,L).~~
- ~~B. An Employee shall be limited to one (1) day for the purpose of getting a son or daughter settled at college for each son or daughter during the college career (ref. 10-13.2P).~~
- ~~C. An Employee shall be limited to one (1) day for the purpose of attending commencement for each son or daughter's college career (ref. 10-13.2M).~~
- ~~D. An Employee shall be entitled to the number of days necessary up to the full unused allowance for the purpose of administering care to a member of the household or immediate family. However, continued absence beyond three (3) consecutive days for this purpose shall require a physician's certificate attesting to the need of the Employee's continued attendance to the patient (ref. 10-13.2D).~~

~~10-13.5 — Employees shall give at least seven (7) days notice to the District of their intention to use an Excused Absence Day whenever possible.~~

~~10-13.2 In lieu of the excused absence leave conferred in section 10-13.1 above, each Employee is permitted to substitute one (1) personal day per school year for one (1) excused~~

~~absence day without loss of salary.~~ Under no circumstances shall any personal business day be used the day before or the day after any school holiday, or during the first or last five (5) student days of any school year, or on any teacher workshop day.

At least five (5) school days' advance written notice of intention to use a personal business day shall be given by the Employee to his/her building Principal on the official District absence form. No information may be required or requested of the Employee other than the date of the intended personal business day.

Subject to the subsequent limitation regarding district-wide Employees as provided hereinafter, in any building, not more than two (2) elementary Employees, four (4) middle school Employees and six (6) high school Employees shall be permitted to use the same day for personal business. With regard to district-wide Employees consisting of instrumental music teachers, school psychologists, special education itinerant teachers, home and school visitors and social workers, only one (1) of said group of district-wide Employees as a unit shall be permitted to take a personal business day on the same day.

In the event that requests from Employees for a personal business day should exceed the above respective maximum numbers, the day shall be used by those who first requested the personal business day based upon the time of request. Those Employees whose requests for a personal business day exceed the above limitations who report to work as scheduled on the requested day shall be entitled to use another day for personal business leave. Any Employee who uses a day for personal business in excess of the above limitations shall not be paid his/her salary for each such day.

10-13.3 At the conclusion of each school year, unused ~~excused absence/~~ personal leave days shall be credited to the Employee's available sick leave. ~~Excused absence/~~ Personal leave days will be converted to sick leave days at the ratio of one (1) ~~excused absence/~~ personal leave day to one (1) sick leave day. Only 0.5 fractions will be credited.

10-24 MULTI-BUILDING ASSIGNMENTS

10-24.1 The District shall endeavor not to assign members of the teaching staff to instructional or other professional duties in more than one (1) building.

10-24.2 Employees working in two (2) or more schools shall be required to attend faculty meetings, etc., in only one (1) of the schools to which the Employee has been assigned.

10-24.3 Employees assigned to two (2) or more schools will be provided ~~one period for~~ **reasonable time to** travel in addition to one preparation period.

10-25 NORMAL WORK DAY

10-25.1 The normal work day for classroom teachers is **eight (8)** hours except on those days when their professional services are needed at conferences and meetings. This may be a flexible **eight (8)** hour schedule.

10-25.2 Special services personnel shall work eight (8) hours per day, including lunch.

10-25.3 The flexible **eight (8)** hour day shall not apply to nurses providing services for the physical examinations of students after school. Nurses shall be paid for such service as provided in Section 6-15.

10-26 NORMAL WORK YEAR

10-26.1 The Salary Schedules identified as "Appendix A" attached to this Agreement are based on ~~188.5~~ **190.5** days of service.

10-26.2 As used herein, the term "Normal Work Year" shall mean ~~188.5~~ **190.5** days of service. The half-day identified above shall be the last day of the school year and shall be an in-service day solely for purpose of close out.

10-26.25 Members of the bargaining unit may be required to attend and participate in up to three (3) evening school functions per year with each such function to be scheduled for not more than three (3) hours. Scheduling of such evening school functions shall be at the discretion of the Board or the Superintendent.

10-44 ARREST OR CONVICTION

10-44.1 Any bargaining unit member arrested for or convicted of any criminal act shall report such arrest or conviction to the Superintendent or his/her designee within seventy two (72) hours after the arrest or conviction. Failure to report an arrest or conviction in compliance with this provision shall be grounds for disciplinary action, up to and including termination of employment.

10.45 BACKGROUND CHECKS

10-45.1 At the discretion of the Board or Administration, a background check may be conducted at any time at the expense of the District with respect to any bargaining unit member or members.

ARTICLE XI GENERAL PROVISIONS

11-1 Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to Employees covered by this Agreement or as established by the rules, regulations and/or policies of the Board in force on said date, unless altered by this Agreement, shall continue to be so applicable during the term of this Agreement. ~~Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher a benefit existing prior to its effective date.~~

11-2 In the event that, during the term of this Agreement, the District becomes subject to the obligation to submit its proposed tax levy or proposed budget to a referendum vote, and the vote on the referendum is negative, thereby depriving the District of tax receipts or budgeted funds necessary to support any of the obligations of this Agreement, it is agreed that the provisions of this Agreement shall immediately terminate as of the date of the referendum vote as if such date had originally been the negotiated termination date of the Agreement. The status quo shall be fixed as of that date.

11-3 Any remaining obligations of the Agreement that were originally scheduled for implementation by or for the benefit of either party subsequent to the accelerated termination date shall thereafter not be binding or enforceable, and no arbitrator shall have jurisdiction to hear or adjudicate any grievance or dispute seeking to enforce such obligations, either directly or indirectly.

11-4 Immediately upon the accelerated termination of this Agreement, as outlined in Sections 11-2 and 11-3 above, the parties shall commence collective bargaining to negotiate a successor agreement to the terminated Agreement.

11-25 Any heading preceding the text of the several articles hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

11-36 This Agreement shall constitute Board policy for the term of said Agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy consistent with the terms of this Agreement.

11-47 Any individual contract between the Board and an individual Employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

ARTICLE XIII

13-1 The undersigned hereby mutually agree that all items presented by the parties during the negotiations leading to this ~~six (6)~~ **three (3)** year Agreement have been fully discussed and resolved.

ARTICLE XIV
DURATION OF AGREEMENT

14-1 This Agreement shall be effective as of July 1, 2011 **or as of the date of its ratification by both parties, whichever is later**, and shall continue in full force and effect up to **and including June 30, 2008.14**

14-2 Negotiations for a new or amended Agreement shall begin as provided by law.

14-3 This Agreement may not be reopened during its term for negotiation of any item whether contained herein or not except by mutual agreement of the parties.

14-4 In witness whereof, the parties have caused this Agreement to be signed this ~~14th~~ day of ~~March, 2001~~, in Langhorne, Pennsylvania.