

AGREEMENT  
between the  
STONE HARBOR BOARD OF EDUCATION  
and the  
STONE HARBOR EDUCATION ASSOCIATION  
1996 - 1999

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## PREAMBLE

THIS AGREEMENT, entered into this 5th day of September 1996 by and between the Stone Harbor Board of Education, hereinafter called "the Board", and the Stone Harbor Education Association, hereinafter called "the Association".

WITNESSETH;

In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

### ARTICLE I

#### RECOGNITION

- A. The Stone Harbor Board of Education hereby recognizes the Stone Harbor Education Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all certified personnel, either part-time or full time, under contract, on leave, or presently employed, including teachers, but excluding: Chief School Administrator, Board Secretary, Business Administrator and Substitutes.
- B. Unless otherwise indicated, the term "Employee" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined.

## ARTICLE II

### NEGOTIATIONS PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement as required by NJSA 34:13A 1-13 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiation should begin November 1st of the last school year covered by the contract.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- C. Any Agreement so negotiated shall apply to all employees in the defined negotiating unit and be signed by the Association and the Board and be subject to ratification and adoption by the Board and ratification by the Association.
- D. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any matter except where mutually agreeable to both parties.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Definitions:

1. A "grievance" shall mean a complaint by a teacher, or teachers, or the Association that there has been a personal loss or injury because of a violation or misapplication or misinterpretation of the terms of this agreement, or of Board policy or an administrative decision adversely affecting the terms and conditions of employment of a teacher or teachers.
2. "Days" shall mean school days during the school year.
3. An "aggrieved person" is the person or persons or the Association making the claim.

#### B. Purpose:

The purpose of this procedure is to secure at the lowest possible level, solutions to the problems which may from time to time arise affecting employees within the scope of this Agreement or within the scope of Chapter 123, Public Laws 1974. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### C. General

1. The time limits provided herein may be extended by mutual written agreement of the parties.
2. Failure of the administration to respond to a grievance within the contractual time limit will allow the grievance to be submitted to the next higher level. Failure to submit the grievance within the contractual time limit at any level will be deemed to be acceptance of the disposition of the grievance at the preceding level.

3. A grievance will be waived and barred if it is not submitted in writing within ten (10) days of the time the grievant knew or should have known of the act or omission giving rise to the grievance.

4. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

5. In the event a grievance is filed late in the school year, both parties shall endeavor to expedite procedures to the maximum extent possible so that the grievance procedures may be exhausted prior to the end of the school year or as soon after the school term as practicable.

6. In the presentation of a grievance, the aggrieved person shall have the right to present his/her own appeal or to designate any representative and/or the Association to appear at any step in his/her appeal.

7. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest in the grievance procedure by reason of such participation.

D. Procedure

1. Level One

A teacher or teachers with a grievance shall first notify the Chief School Officer in accordance with Article III C-3 to discuss it informally in an attempt to resolve it.

## 2. Level Two

If the foregoing discussion does not resolve the grievance, the grievant will submit the grievance in writing within five (5) days setting forth

- a. the act or omission giving rise to the grievance,
- b. the contractual or other basis of the grievance, and
- c. the remedy requested.

Within ten (10) days of receipt of the written grievance, the administrator will communicate his decision to the grievant in writing.

## 3. Level Three

a. Within five (5) school days prior to the next regularly scheduled Board meeting after receiving the decision of the Chief School Officer, the grievant may, on his/her own, or through a representative, appeal the decision in writing to the Board, specifying:

- (a) the nature of the grievance;
- (b) the results of the previous discussions;
- (c) the basis of his/her dissatisfactions with the determination.

b. A copy of the writing called for in paragraph 'a' shall be furnished to the Chief School Administrator.

c. The Board shall schedule the matter for a hearing within five (5) school days unless a different time period is mutually agreed upon. The Board shall hold a closed hearing, or at the employee's option an open hearing, at which all parties concerned shall have the right to be heard.

- d. The Board will render its decision in writing within five (5) days of the hearing. If the issue presented in the grievance is not one of contract interpretation the decision of the Board will be final.

#### 4. Level Four (Binding Arbitration)

- a. Grievances based solely upon a claimed violation, misinterpretation or misapplication of the express written terms of this locally written agreement may be submitted to arbitration.
- b. If the employee and the Association are dissatisfied with the decision of the Board of Education, the Association may request binding arbitration within fifteen (15) school days of receipt of the Board's written decision.
- c. An arbitrator shall be assigned by PERC pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 123, Public Law of 1974.
- d. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to nor subtract anything from the Agreement between the parties. The arbitrator shall have only the power to interpret what the parties to the Agreement intended by the specific clause in the Agreement which is at issue. His/her decision on such interpretation of the Agreement shall be binding.
- e. The cost of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.



## ARTICLE IV

### MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States including but without limiting the generality of the foregoing, the right:

1. to manage the school district;
2. to direct employees of the school district;
3. to hire, promote, transfer, assign, and retain employees in positions within the district and for just cause to relieve, suspend, demote or take other disciplinary action against employees;
4. to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
5. to decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of the State of New Jersey and the Constitution and laws of the United States.

## ARTICLE V

### ASSOCIATION RIGHTS AND PRIVILEGES

#### A. INFORMATION:

The Board agrees to make available to the Association in response to reasonable written requests, all information pertaining to negotiations and grievance proceedings.

#### B. EXCLUSIVE RIGHTS:

The rights and privileges of the Association and its representative as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees.

#### C. USE OF THE SCHOOL BUILDING:

1. The Association shall be granted the privilege to use the following school equipment: copier, computers, printers, telephone, typewriters, and school mailboxes when otherwise not in use. The Association shall pay for the cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof.
2. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations or extra-curricular activities.

#### D. RELEASED TIME FOR MEETINGS

Whenever any representatives of the Board and the Association mutually agree to schedule negotiations or grievance proceedings during working hours, such representatives of the Association shall suffer no loss in pay.

## ARTICLE VI

### WORK DAY

- A. The normal in-school work day of full-time teachers will be seven (7) hours and five (5) minutes. On Friday's and on the days preceding a holiday the teachers will be permitted to leave five (5) minutes after the students. Hours of part-time teachers will be assigned.
- B. All teaching staff members are expected to attend each faculty meeting unless specifically excused by the administration. Faculty meetings will commence ten (10) minutes after student dismissal.
- C. The Board and the Association recognize that a full system of education requires that teachers will participate in special events which occur outside of normal working hours, i.e., back to school night, student concerts, parent conferences, graduation, gym night and arts and awards night. It is understood that the basic responsibilities of teachers in Stone Harbor will continue to include these commitments as in past practice.
- D. Teachers shall have a duty-free lunch period of not less than thirty-five (35) minutes, which is included in the normal in-school work day, during which they may leave the school grounds with the permission of the chief school administrator's office.
- E. No teacher of grades 5-8 will be assigned more than six (6) full class teaching periods daily.
- F. In addition, teachers in grades 5-8 will normally be assigned one (1) daily period of student supervision, which may be, for example, study hall or BSI.
- G. If necessary, a teacher may be assigned additional BSI, affirmative action, etc.

H. An advisory scheduling committee, which will include teaching staff members, will be continue for the duration of this contract.

\*Note: While the length of the student day (now 8:45 a.m. to 3:05 p.m.) is not to change, the Board may change starting and ending times for students, i.e., 8:50 a.m. to 3:10 p.m.

## ARTICLE VII

### SCHOOL WORK YEAR

1. The in-school work year for teachers employed on a ten (10) month basis shall not exceed one hundred eighty-five (185 ) days provided that all end of the year responsibilities are completed within that time period.
2. The in-school work year shall include 180 days when pupils are in attendance - three (3) days allotted to orientation, inservice and/or closing and two (2) days allotted to emergencies.

## ARTICLE VIII

### EXTRA-CURRICULAR ACTIVITIES

- A. Teachers shall be compensated at the rate of fifteen (\$15.00) dollars per hour in 1996-97; sixteen (\$16.00) dollars per hour in 1997-98; and seventeen (\$17.00) dollars per hour in 1998-99 when required to supervise student activities on week-ends and/or which begin after the end of the teachers' work day on regular school days. These activities shall include:

- Think Day
- Teen Arts Competition
- Rogate
- Olympics of the Mind
- Cognetics
- N.J. Math League
- Spelling Bee competition beyond the local level
- Cheerleading Advisor
- Student Council
- Choir Programs
- Band
- Backpack Club
- Computer Club

Additional programs to be considered for reimbursement may be included with the approval of the Board at the regularly scheduled Board meeting.

Compensation shall be made upon completion of the activity and upon submission of a synopsis of activities at the next regularly scheduled Board meeting.

Subject to the approval of the Chief School Administrator, field trips shall be scheduled and implemented in a manner which shall be mutually agreed upon by the teachers participating in them. For participation in field trips which extend beyond ten (10) hours, teachers shall be compensated at the rate of ten (10) dollars per hour for all hours over 10 hours.

- B. Home-bound instruction shall be paid at the rate of twenty-five dollars (\$25.00) per hour. The Board reserves the right to pay above the going rate if conditions deem necessary.
  
- C. Stipend for the Echo Hill week of Environmental Education shall be \$300.00 in 1996-97, \$325.00 in 1997-98 and \$350.00 in 1998-99. The Chaperone shall be selected on a voluntary basis. If no one volunteers, the Chief School Administrator will assign a chaperone.

## ARTICLE IX

### EMPLOYMENT PROCEDURES

#### A. PLACEMENT ON SALARY SCHEDULE:

Teachers first employed in the Stone Harbor School System subsequent to the date of this Agreement shall initially be given credit on the salary schedule for their previous outside teaching in a duly accredited school in an amount which is entirely subject to negotiation between the Board and the individual teacher. In compliance with the state statute, military service credit shall be given. This provision shall be called to the attention of any new teacher being hired in the Stone Harbor System prior to final agreement on salary.

#### B. NOTIFICATION

Upon a written request by the Association to the Chief School Administrator, said Administrator shall report to the Association, in writing, the certificates and degrees held in major and minor fields of study and prior years of experience of each new teacher.

#### C. NOTIFICATION OF CONTRACT AND SALARY:

Employees shall be notified of their contract and salary status for the ensuing year as per State law, and the employees shall notify the Board of their intentions in regard to employment for the ensuing year no later than June 1st.



## ARTICLE X

### SALARIES

#### A. PLACEMENT:

At the start of each school year, during the term of this agreement, employees who have been in a paid employment relationship with the Stone Harbor Board of Education for more than ninety-three (93) days during the previous school year and who have not had an increment withheld according to law, shall be eligible for movement to the next appropriate step of the salary guide.

#### B. METHOD OF PAYMENT:

1. Each employee on a ten (10) month basis shall be paid in twenty (20) equal, semi-monthly installments.
2. When a pay day falls on or during a school holiday vacation, or weekend, Employees shall then receive their pay checks on the last previous working day.
3. Credit Union - Each employee may individually elect to have a specified amount of his monthly salary deducted automatically from his/her pay to be deposited into ABCO, the Public Employees Federal Credit Union. This specified amount shall not change during the course of the school year.
4. Teachers shall receive their final pay checks on the last working day provided they have fulfilled their end of the year check-out requirements.

## ARTICLE XI

### DEDUCTIONS FROM SALARIES

- A. The Board agrees to deduct from the salaries of its teachers dues for the Stone Harbor Education Association or any one or any combination of such associations, as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Treasurer of the Stone Harbor Education Association monthly. The Association Treasurer shall disburse such monies to the appropriate associations.
- B. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice thirty (30) days prior to the effective date to such change.
- C. Additional authorization for dues deduction may be received after August 1st under rules established by the State Department of Education.
- D. Any employee so electing shall have monies deducted bimonthly from his/her salary for the purpose of establishing or continuing an IRA and/or a TSA. Said monies shall be transmitted by the Board to one or two agents as designated by the Association.

## ARTICLE XII

### TEACHER EVALUATION

#### A. TENURE TEACHERS - Frequency:

Teachers with tenure shall be evaluated at the discretion of the Chief School Administrator or upon the reasonable request of the teacher.

#### B. NON-TENURE TEACHERS - Frequency:

Non-tenure teachers shall be evaluated by the Chief School Administrator as required by law to be followed in each instance by a written evaluation report and by a conference between the teacher and the Chief School Administrator for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction. These evaluations shall begin at the discretion of the Chief School Administrator, be spaced as evenly as possible during the course of the year, with a minimum of three evaluations, to be completed no later than April 15th.

#### C. GENERAL PROCEDURES FOR EVALUATIONS:

##### 1. Formal Evaluation:

All monitoring or observation of the work performance of a teacher shall be conducted in class, with full knowledge of the teacher.

##### 2. Duration:

In-classroom observations shall be of at least a twenty minute duration.

### 3. Post-observation Conference

No later than five (5) school days after observing a teacher and prior to writing his or her evaluation, the Chief School Administrator shall have a conference with said teacher.

### 4. Copies of Evaluations:

A teacher shall receive a written evaluation form no later than four (4) school days after the post-observation conference.

### 5. Final Conference:

A final conference concerning the evaluation may be requested by either party and conducted within eight (8) school days after the receipt of the written evaluation form.

## D. INFORMAL EVALUATION

1. An informal evaluation is an observation which has been reduced to writing, comprises less than a full class period or other full block of instruction, is not formally scheduled, and consists of observations of routine day to day activities related to teaching.
2. Reports of informal evaluations shall be signed by the teacher to acknowledge receipt; and the teacher may request a conference concerning such evaluations and may respond to them.

**E. PERSONNEL RECORDS:**

An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies therein and may indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. The employee shall have the right to construct a disclaimer indicating those materials he/she feels to be inappropriate. The decision whether to retain or discard such documents will be in the sole discretion of the Chief School Administrator or the Board.

**F. SEPARATE FILES:**

The Board and/or the Chief School Administrator shall not establish any separate personnel file.

## ARTICLE XIII

### SICK LEAVE

#### A. ACCUMULATIVE

As of September 1, 1986, all ten month employees shall be entitled to accumulate ten (10) sick leave days each school year as of the first official day of said school year. Employees whose initial employment begins on or after October 1st of any school year will be credited with one (1) day of sick leave of each month remaining in that school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

#### B. NOTIFICATION

Employees shall be notified in writing of accumulated sick leave days no later than September 30th of each school year.

#### C. PAYMENT FOR UNUSED SICK LEAVE

1. Effective July 1, 1990, any teacher who retires according to the provisions of the T.P.A.F. in order to receive immediate benefits and not merely "deferred retirement" and has twenty-five (25) years of service in the Stone Harbor School District shall be eligible for payment for unused sick leave.
2. To be eligible for the payment, a teacher must notify the board of the intention to retire at least one (1) year prior to the effective day of the retirement.
3. Sick days eligible for reimbursement shall have been accumulated up to a minimum of 100 days in 1996-97, and 110 days in 1997-98 and 1998-99 when a teacher retires.
4. Eligible teachers shall receive fifty (\$50.00) dollars per day for each unused sick day, up to a maximum total payment of \$6,500.00 for all three years, 1996-97, 1997-98 and 1998-99.

5. At the option of the teacher, payment will be made in full on or about July 15th following retirement, or on or about the next January 15th, or half on each date.

## ARTICLE XIV

### TEMPORARY LEAVES OF ABSENCE

#### A. TYPES OF LEAVE:

Teachers shall be entitled to the following temporary leaves of absence with full pay each school year:

1. Up to three (3) days of personal leave which shall be for the purpose of meeting a need which cannot otherwise be met outside the regular school day. Personal days shall not be used to extend holidays or vacations, but shall be used for business, legal, household or family matters, or observance of religious days. All temporary leaves are subject to approval of the Chief School Administrator in advance other than in the case of emergencies. Such personal leave days which are not used in any one school year shall be credited to the teacher's accumulated sick leave. This shall be done annually. Teachers may use one (1) of the three (3) days allotted according to the following guidelines:

- a. Personal leave may be taken in one hour increments. The 1 day will equal 7 increments. (Based upon teacher work day of 7 hours and 5 minutes).
- b. The person requesting the leave must secure coverage for any assigned responsibilities during this leave period. This will be achieved through the cooperation of other staff members.
- c. At the end of the school year 3 or more unused increments will be added as an additional 1/2 day accumulated sick leave.
- d. Fridays will be considered the same as other week days.

2. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system except in litigation in which the teacher is an adversary to the Board or Administrator. If the action was initiated by the Board, the teacher shall not be charged with the day off in the event that the teacher is absolved of the charges.



3. Up to five (5) days per occurrence per year in the event of death or critical illness of a teacher's spouse, child or parent. Up to five (5) days per year, total, in the event of death of brother, sister, father-in-law, mother-in-law, grandparents or a member of a teacher's immediate household. Critical illness requires medical verification of necessity.

4. Additional leaves may be granted at the sole discretion of the Board with or without pay for good reason.

## ARTICLE XV

### EXTENDED LEAVES OF ABSENCE

#### A. Leave for Physical Disability

1. Teachers who suffer a temporary physical disability are eligible for accumulated paid sick days for the duration of the disability or until the expiration of their accumulated sick leave, whichever occurs sooner. Should the period of disability extend beyond the number of accumulated sick leave days, the teacher will be placed on unpaid disability leave.

2. Teachers who anticipate a period of disability for reasons such as childbirth or surgery will notify the administration of the anticipated dates of such disability as far in advance as possible. The Board reserves the right to require certification both of the disability and of the teacher's fitness to return to work after the disability.

#### B. Child-Care Leave

1. Teachers may request and the Board must grant a leave of absence without pay to care for a newborn or newly adopted infant child.

2. Where child-care leave does not immediately follow disability leave provided in Section A. above, it will begin on a date mutually agreed upon by the Board and the teacher.

3. All child-care leaves may be adjusted by the Board to commence in January or September or any other natural break-time which the Board deems in keeping with the educational needs of the system.

4. Written application for child-care leave will be submitted at least 90 days before the anticipated beginning date of the leave, except that in the case of adoption, application is to be made as soon as the approximate date of receipt of custody is known.

5. Teachers on child-care leave will notify the administration of their intention to return to work, in the beginning of the next school year, not later than April 1.

6. The Board of Education Secretary shall when possible, upon request, provide the teacher with the necessary information in order that the teacher can take over the payments of insurance premiums and notify the proper persons and agencies of said leave.

7. Any teacher who is absent less than ninety (90) school days shall receive an increment the following year upon his/her return and all benefits shall be restored.

### C. Sabbatical Leave

1. A tenured teacher who has successfully completed seven years of continuous full-time teaching in the Stone Harbor School District, may be granted a sabbatical leave of one full academic year for the purpose of study reasonably related to the teachers position in Stone Harbor.

2. Leaves shall coincide with the district's school year. Applications for leaves must be made by November 1 of the year preceding the requested sabbatical leave. All applications must be made on the form developed by the Chief School Administrator in consultation with the Association. Applicants will be notified of the decision by the Board by February 1st preceding the sabbatical year. Decisions will be based upon: The purpose of the leave and its potential benefit to the District.

3. Leaves may be granted in alternate years, starting with the first year a sabbatical leave is granted hereunder. No more than one (1) teacher may be on sabbatical leave at any one time.

4. A teacher on a sabbatical leave shall receive half of the salary he/she would have earned had he/she remained in the District. While on sabbatical, a teacher shall receive all benefits that he/she would have received if he/she had remained in the District, except for sick leave and personal leave. Upon return to the District, a teacher shall be placed on the guide where he/she would have been had he/she remained in the District.
5. Upon return to the district after a sabbatical leave, the teacher will submit a written report summarizing his/her activities during the sabbatical year.
6. Upon return to the district from a sabbatical, the teacher agrees to remain in the employ of the district for at least two (2) years, unless discharged by the Board. If a teacher fails to fulfill this obligation, he/she must repay the Board all of the salary he received while on sabbatical. The obligation for repayment will be cancelled in the event of the death of the teacher or the teacher's physical disability to return.

#### D. Other Leaves

A leave of absence of up to one (1) year without pay may be granted for the purpose of caring for a sick member of the teachers immediate family. The Board reserves the right to control the beginning and ending dates of such leave to minimize interruptions of the instructional program.

## ARTICLE XVI

### PROFESSIONAL IMPROVEMENT

Teachers will be reimbursed for the costs of advanced study subject to the following conditions:

- A. Courses for which reimbursement is claimed are subject to the prior written approval of the Chief School Administrator.
- B. Upon submission of an official transcript verifying the successful completion of approved courses, with a grade of "C" or better or a pass in a pass/fail situation, if applicable, a teacher will be reimbursed for all costs of advanced study, including registration, tuition, books, related materials and mileage, up to a maximum amount of six hundred (\$600) dollars in any one semester and a maximum of one thousand two hundred (\$1,200) in any one year commencing September 1st and ending August 31st.
- C. Reimbursement will be upon completion and receipt of transcript of the class.
- D. When in the pursuit of professional improvement a staff member needs additional travel time to attend an approved course, they may request to leave the district at 3:05 P.M., providing they have completed their responsibilities. The time allotted for this purpose may be exchanged for comparable time outside of the regular negotiated schedule.

## ARTICLE XVII

### INSURANCE PROTECTION

A. The Board shall continue to provide health care insurance protection as follows:

1. The New Jersey State Plan or its equivalent

- a. Blue Cross
- b. Blue Shield
- c. Rider "J"
- d. Major - Medical Insurance

2. At his/her option, the employee shall have the right to elect an HMO medical/surgical plan. Any difference in premiums between the State Plan and any HMO elected shall be borne by the employee. Differences in premium costs, if any, shall be withheld in twenty (20) equal, semi-monthly installments.

B. The Board shall continue to provide dental care insurance protection with Connecticut General, or its equivalent.

The Board shall pay the full premium for each eligible employee for the full family plan insurance coverage during the life of the Agreement.

C. The Board will establish an account of three hundred dollars (\$300) per teacher which shall be for the purpose of reimbursing each teacher for any medical, dental, or optical expenses for himself/herself or his/her family which are not covered by any other insurance in effect within the district in that year. There shall be two (2) reimbursement dates each school year. Receipts shall be submitted to the Secretary of the Board of Education or his/her designee by November 30th and/or May 30. Payment dates shall be on or before December 30th and on or before June 30th.

D. Effective July 1, 1996, the Board will implement a two-tier health benefit for new hires. At initial hire, new employees shall receive

whatever level of the State Health Benefits Plan they need (i.e. single, husband/wife, parent/child, or family). They shall not be eligible for dental coverage or the direct reimbursement coverage until they begin their fourth (4th) consecutive year of employment within the district. The qualifying period shall be determined by the employee's date of employment. During the first three (3) years, employees may purchase dental coverage, at the Board's rates, through payment of the full premium through payroll deductions.

- E. The benefits provided in this article will be made available to all full time employees.

Full time employees shall be defined as those whose regular assigned work week is twenty (20) hours or more.

## ARTICLE XVIII

### MISCELLANEOUS

- A. If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. 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 the Agreement, this Agreement during its duration, shall be controlling.
- C. Teachers will be reimbursed for required travel at the rate of twenty-five cents (\$.25) per mile in 1996-97, twenty-seven cents (\$.27) per mile in 1997-98 and 1998-99..
- D. Each staff member may be required to remain for up to 2 faculty meetings per month, without additional compensation. Faculty meetings will begin at 3:15 p.m. and conclude no later than 4:20 P.M. Said Faculty meetings shall require 3 days notice and not be called on Fridays or on any day immediately preceding a vacation unless an emergency arises.
- E. Copies of this Agreement shall be reproduced at the expense of the Board within thirty (30) days after the Agreement is signed. The format will be mutually agreed upon. The Agreement shall be presented to all employees now employed or hereafter employed.
- F. Any question or criticism by an Administrator of an employee and his/her instructional methods and/or employee's work performance generally shall be made in confidence and not in the presence of students, parents, or at public gatherings.



- G. Any question or criticism by a Board member of an employee and his/her instructional methods and/or employee's work performance shall be made in confidence and not in the presence of students, parents, or at public gatherings.
- H. A part-time employee who is required to work an extra day or a half-day employee who is required to work a full day, with the approval of the Chief School Administrator, shall be paid their pro-rated salary or they will receive its equivalent in release time.

ARTICLE XIX

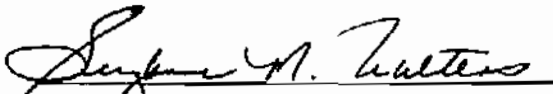
DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1996 and shall continue in effect until June 30, 1999 subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.


B. IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary, and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon, all on the day and year first above written.


STONE HARBOR BD. OF EDUCATION

STONE HARBOR EDUCATION ASSOC.

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
SECRETARY

  
\_\_\_\_\_  
SECRETARY

STONE HARBOR BOARD OF EDUCATION

SALARY SCALE

1996 - 1997 SCHOOL YEAR

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	BA	BA+30	MA	MA+30
START	27,572	28,972	30,372	31,772
2nd	28,877	30,277	31,677	33,077
3rd	30,183	31,583	32,983	34,383
4th	31,539	32,939	34,339	35,739
5th	32,945	34,345	35,745	37,145
6th	34,401	35,801	37,201	38,601
7th	35,907	37,307	38,707	40,107
8th	37,464	38,864	40,264	41,664
9th	39,071	40,471	41,871	43,271
10th	40,728	42,128	43,528	44,928
11th	42,485	43,885	45,285	46,685
12th	44,293	45,693	47,093	48,493
13th	46,101	47,501	48,901	50,301
14th	47,858	49,258	50,658	52,058
15th	49,615	51,015	52,415	53,815
16th	52,180	53,580	54,980	56,380

STONE HARBOR BOARD OF EDUCATION

SALARY SCALE

1997 - 1998 SCHOOL YEAR

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	BA	BA+30	MA	MA+30
START	28,000	29,400	30,800	32,200
2nd	28,688	30,088	31,488	32,888
3rd	30,046	31,446	32,846	34,246
4th	31,405	32,805	34,205	35,605
5th	32,815	34,215	35,615	37,015
6th	34,278	35,678	37,078	38,478
7th	35,793	37,193	38,593	39,993
8th	37,360	38,760	40,160	41,560
9th	38,980	40,380	41,780	43,180
10th	40,652	42,052	43,452	44,852
11th	42,376	43,776	45,176	46,576
12th	44,205	45,605	47,005	48,405
13th	46,085	47,485	48,885	50,285
14th	47,966	49,366	50,766	52,166
15th	49,795	51,195	52,595	53,995
16th	51,623	53,023	54,423	55,823
17th	54,292	55,692	57,092	58,492

STONE HARBOR BOARD OF EDUCATION  
SALARY SCALE

1998 - 1999 SCHOOL YEAR

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	BA	BA+30	MA	MA+30
START	28,750	30,150	31,950	33,350
2nd	29,205	30,605	32,405	33,805
3rd	29,920	31,320	33,120	34,520
4th	31,330	32,730	34,530	35,930
5th	32,755	34,155	35,955	37,355
6th	34,215	35,615	37,415	38,815
7th	35,740	37,140	38,940	40,340
8th	37,335	38,735	40,535	41,935
9th	38,970	40,370	42,170	43,570
10th	40,550	41,950	43,750	45,150
11th	42,275	43,675	45,475	46,875
12th	44,080	45,480	47,280	48,680
13th	45,970	47,370	49,170	50,570
14th	47,930	49,330	51,130	52,530
15th	49,900	51,300	53,100	54,500
16th	51,900	53,300	55,100	56,500
17th	53,900	55,300	57,100	58,500
18th	56,300	57,700	59,500	60,900