

**AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF
SOMERSET COUNTY**

AND

**THE TEACHERS ASSOCIATION OF
SOMERSET COUNTY**

2007 - 2009

TABLE OF CONTENTS

ARTICLE I	RECOGNITION.....	3
ARTICLE II	GRIEVANCE PROCEDURE.....	4
ARTICLE III	ASSOCIATION RIGHTS	5
ARTICLE IV	TEACHER RIGHTS.....	6
ARTICLE V	TEACHER ASSIGNMENT	7
ARTICLE VI	TEACHING HOURS AND WORKING CONDITIONS.....	7
ARTICLE VII	TEACHER EVALUATION.....	8
ARTICLE VIII	ACADEMIC FREEDOM.....	9
ARTICLE IX	TRANSFERS	9
ARTICLE X	PROMOTIONS.....	10
ARTICLE XI	SICK LEAVE	11
ARTICLE XII	PARENTAL LEAVE.....	11
ARTICLE XIII	TEMPORARY LEAVES OF ABSENCE	11
ARTICLE XIV	EXTENDED LEAVES OF ABSENCE	12
ARTICLE XV	DISCIPLINE	13
ARTICLE XVI	SALARIES	13
ARTICLE XVII	EXTRA DUTY PAY	15
ARTICLE XVIII	FRINGE BENEFITS.....	16
ARTICLE XIX	VOLUNTARY SICK LEAVE BANK	19
ARTICLE XX	GENERAL PROVISIONS.....	19
ARTICLE XXI	DURATION	20

**ARTICLE I
RECOGNITION**

Section 1 Recognition. The Board of Education of Somerset County, hereinafter referred to as the "Board" or "employer," recognizes the Teachers Association of Somerset County, hereinafter referred to as the "Association," as the sole and exclusive negotiating agent for all certificated employees in Unit I with regard to salaries, wages, hours, and other working conditions. Except as this Agreement shall hereinafter otherwise provide, all Board policies relating to conditions of employment on the effective date of this Agreement to employees covered by this Agreement will continue to be so applicable during the term of this Agreement.

Section 2 Bargaining Unit. Unit I shall be comprised of all certificated professional personnel except the Superintendent of Schools and employees named by the Board of Education to act in a negotiating capacity as specified in Subsection 6-408 of the negotiations law.

Should the Board act under Subsection 6-408 to remove any members of the bargaining unit as defined above:

1. This agreement will remain in full force and effect for all unit members remaining in Unit I.
2. Unit II will be those members removed from the current unit. Unit II will be covered by the terms of this agreement until a successor agreement can be negotiated and ratified by the parties.

Section 3 – Definitions

1. Unless otherwise indicated, the term "teachers" when used hereinafter shall refer to all professional employees represented by the Association in the negotiating unit, and reference to male teachers shall include female teachers.
2. All regular part-time teachers who work at least half-time of a full-time equivalent position covered by this Agreement shall receive full health and life insurance benefits. Sick leave and salary rates shall be established on a pro rata basis related to a full-time equivalent position and salary rates shall be established on a pro rata basis related to a full-time equivalent position
3. A temporary employee excluded from the bargaining unit is one who is hired for a period of up to six (6) calendar months and is so informed at the time of hire and who is hired to fill a temporary position.
4. The term day(s) shall refer to work days.
5. Seniority -Seniority shall be calculated on uninterrupted, permanent employment and leave time officially approved by the Board. All time shall be computed from the date on which the employee signed his/her individual professional contract of employment with the Somerset County Board of Education

**ARTICLE II
GRIEVANCE PROCEDURE**

Section I. Definitions:

- A "grievant" shall mean an employee or group of employees or the Association filing a grievance.
- A "grievance" shall mean a written statement by a grievant that a controversy, dispute or disagreement of any kind or character exists arising out of or in any way involving interpretation or application of the terms of this Agreement.
- "Employer" shall mean the Board of Education or its administration. "Days" shall mean working days.

Section 2. Procedure and Steps

With twenty (20) days following knowledge of the act or condition which is the basis of the complaint, the grievant may file a grievance with the school principal or his designated representative.

Step 1. The school principal or his designated representative shall have five (5) days to give a written decision after receipt of the grievance.

Step 2. If the grievance is not settled in Step 1, the grievant may move it to Step 2 by written notice to the Superintendent of Schools. The Superintendent of Schools or his designated representative shall have ten (10) days to give a written decision after receipt of the grievance.

Step 3. The decision in Step 2 may be appealed to the Board by notice in writing. The Board will hear the grievance and render a decision within twenty (20) days following receipt of the appeal.

Step 4 - Arbitration - If the grievance is not Settled in Step 3, within ten (10) days the Association may move the matter to arbitration. The Board and the Association will attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association.

Jurisdiction and Authority of Arbitrator - The jurisdiction and authority of the arbitrator and his opinion and award shall be confined to the express provision or provisions of this Agreement at issue between the Association and the Board. He shall have no authority to add to, alter, detract from, amend, or modify any provision of this Agreement, or to make any award which will in any way deprive the Board of any of the powers delegated to it by law and not encompassed in this Agreement. The award of the arbitrator, in writing, except if set aside by a court of competent jurisdiction, shall be final and binding on the aggrieved teacher or teachers, the Association, and the Board. The arbitrator's decision shall be made within thirty (30) days of the conclusion of the presentation of the case. The cost for the services of the arbitrator shall be shared equally by the parties.

Section 3 Association Representation

All employees shall have the right of Association representation at each step of the grievance procedure and shall be required to be present at each step. Any individual employee or group of employees shall have the right at any time to present grievances to their employer and to have such grievances adjusted, without the intervention of the Association as long as the adjustment is not inconsistent with the terms of the Agreement, and the Association has been given opportunity to be present and make statements at such adjustment. No grievance may be submitted to arbitration without the consent of, and representation by, the Association. Copies of employer decisions at Step 2 and above shall be speedily delivered to the Association.

Section 4. No Reprisals - No reprisals shall be invoked against any employee for processing a grievance or participating in any way in the grievance procedure.

Section 5. Released Time

If required, released time shall be provided for the grievant to be present at each step and the grievant shall accept the designation of time, provided it is during the school day.

**ARTICLE III
ASSOCIATION RIGHTS**

1. No employee shall suffer discrimination in employment or promotional opportunity because of Association membership or activity.
2. Upon reasonable request, the Association will have the right to use school facilities for non-commercial purposes. Requests for the use of school facilities to be used following the regular work day shall be made to the school principal. Requests for use of facilities at other times shall be made in writing on the appropriate form. The Association shall bear the cost of overtime payment to custodians if such custodial service is necessary.
3. There will be one (1) bulletin board or wall area reserved for the Association in each school, at a location mutually agreed upon, for the purpose of displaying official notices, circulars, and other such materials.
4. The association will have the right to place official notices, circulars, and other materials in teachers' mail boxes and in the distribution boxes in the central office, so long as it does not interfere with the distribution of the materials of the school system. All Association materials intended for distribution in schools or in the central office, so long as it does not interfere with the distribution of the materials of the school system. All Association materials intended for distribution in schools or in the school system shall be approved by the Association president or his designee before distribution. In addition, association representatives shall be able to use the Board's electronic communications systems for association business.
5. The Board shall provide the Association with the names, addresses, and schools of all teachers in the system on or before October 30. Names and addresses of teachers employed after October 30 will be provided the Association promptly upon receipt of the signed teacher's contract. The Association agrees that this list will be issued solely for membership purposes.
6. A copy of official Board meeting minutes will be mailed to the Association President and a copy of the agenda for the next meeting.
7. The Board will, upon reasonable request, cooperate in making available to the Association any available public, non-confidential documents or information which will assist it in developing intelligent, accurate, informed and constructive programs on behalf of teachers and students.
8. Duly authorized representatives of the Association and their respective affiliates may be permitted to transact official Association business on school property at all reasonable times, provided that this does not interfere with or interrupt normal school operation.
9. The Association may request and shall be given a place on the agenda of regular Board meetings for brief reports and/or announcements.
10. The Building Representative of TASCO will have the right to schedule meetings of the members before and after school duty hours or at such other times as do not disrupt the normal school program.
11. The Board agrees to deduct from teachers' salaries membership dues as follows:

The Association will deliver to the Board forms signed by the teachers authorizing the Board to deduct from their salary their professional dues in the Teachers Association of Somerset County, the Maryland State Teachers Association and the National Education Association. The deductions shall be made in fourteen (14) equal installments, beginning with the salary check issued on or about November 15 of each year. This authorization shall be valid as long as such signators are employed in the Somerset County schools, unless they countermand it in writing to the Board prior to October 1 of any school year.

 - A. The Association will certify to the Board in writing the current rate of membership dues. The Association will give the Board thirty (30) days written notice prior to the effective date of any change in the rate of dues.
 - B. No later than December 1 of each year; the Board will make available to the Association a list of those persons from whom dues were deducted on the November payroll.
 - C. The Board agrees to transmit such monies promptly to the Association. The Board agrees to provide payroll deduction for an Employee Credit Union. The rights granted to the Association in this Article will not be granted to any other teachers' organization during the term of this Agreement.
12. The Association may draw upon a bank of 5 days leave per year for use by one or more teachers designated by the TASCO President to conduct Association business, and an additional number of days equal to the number of delegates allotted to the Association for the Maryland State Teachers Association annual convention (with a maximum of one (1) delegate per fifty (50). The President will submit the names and dates of individuals using the leave bank, 48 hours prior to its use, to the Central Office for attendance accounting purposes
13. TASCO Faculty Reps shall be permitted to leave their building at student dismissal time on the day of the monthly TASCO Representative Council meeting. Principals shall be notified of TASCO monthly meetings at least one week prior to the scheduled meeting, by the TASCO President.
14. The rights granted to the Association in this Article will not be granted to any other "teachers" organization during the term of this Agreement
15. New Teachers Lists - The Board will provide the names and assignments of all new teachers prior to the beginning of the Board's orientation program. The Board will provide updates as new teachers are hired.

**ARTICLE IV
TEACHER RIGHTS**

1. No employee will be disciplined or reduced in rank or compensation without just cause.
2. The personal life of a teacher shall be the concern of and warrant the attention of the Board only as it may prevent the teacher from properly performing his assigned functions during duty hours.
3. The participation or non-participation in religious, political, or teacher association activities of a teacher conducted outside duty hours and off school property shall not be grounds for disciplinary action or for discrimination with respect to his professional employment.
4. Any suspension of a teacher pending a proper hearing before the Board shall be with pay. A hearing before the Board will be held and a decision rendered within fifteen (15) days; notwithstanding the procedure and steps set forth in Article II, Section 2 of this Agreement.
5. In any reduction in personnel as a result of budgetary actions or curriculum and/or administrative reorganization, teachers shall be terminated solely on their certifications as to subject field and on seniority by date of employment.
 - Definitions:
 - Subject Field - Elementary, Early Childhood, Middle School or Discipline
 - Seniority - Uninterrupted service in Somerset County's system and approved leave time in a certifiable position.
 - A. Teachers on lay-off shall be "recalled" when vacancies become available in the order of their seniority and certification as to subject field and grade level. While a lay-off continues no new hires shall be permitted except in the following circumstances where (a) there are no certified teachers in the discipline or grade level to fill the vacant position, or (b) all certified teachers on lay-off decline to fill the vacancy.
 - B. Teachers shall: (a) receive written notice a minimum of ten working days in advance of the deadline for determining whether to exercise recall rights; (b) retain recall rights for a period of fourteen (14) months; and (c) continue to be credited with a service year for purpose of in-step increases and the sick leave accumulated at time of termination.
 - C. The above guidelines will be followed except where other federal requirements for Title IX or Title IV justify the retention of less tenured teachers.
 - D. No non-tenured teachers will be retained where a tenured teacher holds a certificate appropriate for the subject or grade level of the remaining position.
 - E. Disputes over a teacher's seniority status arising out of this action shall be subject to the grievance procedure in the negotiated agreement. Seniority is based on the effective date of continuous, uninterrupted service in Somerset County. If the effective date of continuous uninterrupted service is the same for two or more professionals, then seniority is based on the date the affected employees signed their contracts.
 - F. If two professionals sign their contracts the same day, the time of day contract was signed will prevail.
 - G. Continuous service as an employee is based on employment in Somerset County's system.
 - H. Staff reductions will be made in the following order:
 - Provisional non-degree teachers
 - Provisionally certified teachers
 - Probationary teachers
 - Tenured teachers
 - I. Teachers laid off shall have the option of continuing membership in the group insurance program, not to exceed length of recall rights, by paying the full premium cost. If a teacher declines a position, this privilege is forfeited.
 - J. Except for proven medical disability, a teacher who declines a job offer for which he or she is certificated shall forfeit recall rights.
6. No material derogatory to an employee's conduct, service, character, or personality will be placed in his personnel file unless it is substantiated and the employee has had an opportunity to review the material. The employee will acknowledge that he has had an opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof.
7. Teachers will be allowed to leave school for lunch on any day the students are not in school, unless valid considerations justify doing otherwise.
8. Practice teachers will be assigned only to tenured teachers.
9. Teachers who have children attending school in Somerset County may send or bring their children to the school in the geographic area the parent is teaching in, if the transportation is provided by the parent, and there is no overcrowding in the school.
10. To the extent permitted by and pursuant to applicable law or regulation and any procedural safeguards related to the disclosure of student records set forth therein, teachers of students with infectious diseases or dangerous behavioral problems shall be notified of any relevant student record information which may adversely impact the learning environment for that limited purpose only. Notice shall be provided by an appropriate member of the administrative staff to the teacher(s) within a reasonable time after the relevant student record information becomes known to the administration.

**ARTICLE V
TEACHER ASSIGNMENT**

1. Before school closes in June each teacher shall be informed of his/her tentative professional assignment and the day to report to work. A copy of the salary scale for the ensuing year shall be sent to each teacher by July 31.
2. Every reasonable effort shall be made to assign teachers to subjects or grades or other classes within the scope of their teaching certificates or their major or minor fields of study.
3. In arranging schedules for teacher who are assigned to more than one school, an effort shall be made to limit the amount inter-school travel. Teachers shall be notified of any change in their schedule as soon as is practicable.

**ARTICLE VI
TEACHING HOURS AND WORKING CONDITIONS**

1. The Board and the Association agree to the philosophy of providing special subjects, such as art, music, physical education, industrial arts and home economics, to all students. We further believe that specialized programs can best be taught by teachers with specialized training. The Board agrees to budget for special teachers in its Annual Budget Requests.
2. All teachers may be assigned appropriate starting and dismissal times, provided that their total regular workday will be no longer than seven and three quarters (7 3/4) consecutive hours or 38.75 hours per week (no workday will be longer than eight hours and forty-five minutes (8 and 45 minutes), including the duty-free lunch period. At the secondary level, teachers will work four (4) days at seven and one half hours (7.5) and one day to eight and three quarters (8.75) hours. Exceptions may be made at the discretion of the principal for reasonable activities traditionally carried on after normal school hours. However, except in emergencies, faculty meetings will be kept to a minimum of no more than one (1) per week, scheduled at least twenty-four (24) hours in advance. Furthermore, no teacher will be required to perform concession stand duty. Any duties or assignments made during the regular workday shall be made on an equitable basis. In the event of late opening or early dismissal of school because of inclement weather or emergency conditions, the workday of teachers shall begin no earlier than fifteen (15) minutes before the start of the student day and end no later than the departure of the last regular school bus from that particular school.
3. The work year of regularly employed teachers covered by the basic salary schedule shall be determined by the official school calendar and shall not exceed one hundred eighty-nine (189) days for the 2005-2006 school year and one hundred ninety day(190) for the 2005-2006 school year and thereafter. If, any terms of this Agreement fail full funding by the Board of Education, the number of work days will not be increased. The Association will be given the opportunity to make recommendations to the Superintendent concerning the school calendar prior to adoption. One of the eight (8) professional development days in the calendar will be designated as a "Flex Day," for which a teacher may substitute a pre-approved, six hour professional development activity, workshop, class or conference. Having acquired flex approval and completed the activity, the teacher need not attend the county in-service on the county scheduled date. Flex approval is granted by the teacher's immediate supervisor, submitted no less than one month prior to the county's scheduled Flex Day in-service, and completed in segments of no less than 2 hours. Flex approval may not be granted for any activity for which a teacher is reimbursed or paid by Somerset County Public Schools or MSDE. The primary purpose of Flex Day professional development is to promote individualized or small group professional development on team, site and county goals throughout the year. For the 2005-2006 school year and thereafter there will be two (2) flex days as described above. One day at the change of semesters will be scheduled as a day for teachers to work without administrative interruption, meetings or inservice.
4. Every teacher shall be provided with a duty-free lunch period each regularly scheduled school day. The period shall extend for at least thirty (30) consecutive minutes, which includes the unassigned time for the change of class.
5. A teacher shall not be required to transport students on behalf of the school.
6. Each secondary (grades 7-12) teacher shall be provided with at least five (5) periods of unassigned duties for preparation per week. The period shall coincide in length with the regular class period. Teachers may be requested by the administration to perform duties necessary to the operation of the school for not more than 15 minutes each day.
7. Each elementary teacher shall receive 225 minutes per week during the regular work day for individual preparation and planning related to the instructional program. Elementary classroom teachers will receive at least 150 minutes of this individual planning time during the student day. Planning time will be scheduled in blocks of 30 minutes or more. As soon as practicable, but in any case prior to the start of the 2007-2008 school year, the planning time listed above will be increased to 275 minutes per

week during the regular work day for individual preparation and planning related to the instructional program and at least 200 minutes of individual planning time during the student day.

8. Teachers shall not be required to serve as substitutes during their planning period except in emergencies as determined by the building principal.

9. Insofar as possible, all faculty members shall have equitable loads of classes and other professional assignments. An effort will be made to assure that no teacher will have more than three (3) teaching preparations per day.

10. Classroom teachers, except those designated as teacher-in-charge, shall not be required to obtain substitutes.

11. The Board shall accept either X-ray examinations or the tuberculin "Patch" test as meeting the requirements of Article 77, Section 86.

12. Teachers (excluding administrators selected in advance) shall not be required to report to school on days when schools are closed due to inclement weather or other emergency reasons as determined by the Board.

13. When a room, building, or area because of its condition is judged by authorized and qualified personnel to constitute an unsafe condition, the room, building, or area shall be closed to students and teachers until such conditions have been judged to be satisfactory. Teachers shall not be asked to search for bombs or other explosives.

14. Parent conferences will be scheduled at mutually acceptable times, when it involves after school hours.

15. One professional day each year shall be used for school based activities.

16. Teachers shall be reimbursed in an amount not to exceed \$150.00 per incident for the fair market value of any personal property which is damaged or destroyed in the course of performance of their teaching duties through no fault of their own. Damage or destruction shall not include ordinary and/or normal wear and tear. Requests for reimbursement shall be delivered to the Superintendents designee for final approval within fourteen (14) days of loss in writing, include a statement related to the incident and a loss estimate, and the approval of the school principal.

ARTICLE VII TEACHER EVALUATION

1. Non-tenured Teachers

A. Observations

1. Teachers who have not achieved tenure status shall be observed periodically at least four (4) times during the school year by the staff of the Board of Education as determined by the Superintendent. Each observation of performance shall be conducted openly and with full knowledge of the teacher for a period of time sufficient for an adequate appraisal of that instructional activity.

2. The teacher shall be observed by more than one qualified person each year as determined by the Superintendent.

3. Within a reasonable period of time subsequent to each observation, the observer will hold a conference with the teacher, at which time a written observation report shall be submitted. The report should include, where appropriate, favorable comments, criticisms and specific recommendations for improvement.

B. Evaluations

1. A formal evaluation including a conference shall be made at least once each semester.

2. The evaluation shall be based on the conclusions and assessments reached by more than one staff member.

3. The evaluation shall be based on the observations of the teacher's performance and other reasonable criteria established by the Board of Education.

4. Provision shall be made for an overall assessment by the evaluator which clearly indicates a satisfactory or unsatisfactory rating.

5. The written evaluation report based on performance and other reasonable criteria established by the Board of Education shall be shown to the teacher within ten(10) days subsequent to the aforementioned conference. At that time, the teacher shall sign the report and receive a copy thereof. Such signature will, however, not necessarily indicate agreement with the evaluation. Provision shall be made for written comments and reactions by the teacher(s) which shall be attached to the evaluation report.

6. Except for bona fide reductions of staff, the Superintendent's recommendations as to non-renewal of contracts of probationary teachers shall be based on the evaluation report and other reasonable criteria established by the Board of Education prepared in accordance with these provisions.

2 Evaluations and Observations – Tenured Teachers

A. Teachers shall be evaluated in accordance with Maryland State Department of Education Resolutions.

- B. All comments and criticism of a teacher shall be substantiated. Any rating less than satisfactory shall include a specific explanation of the issue and specific recommendations for improvement.
- C. Whenever the rating of a second-class certificate is being considered, the appropriate supervisor must be utilized as the second opinion evaluator.
- D. All observation of the work performance of a unit member will be conducted openly and with full knowledge of the unit member. The unit member has the right to review and to comment in writing regarding all evidence on file to support any evaluation of the unit member's performance.
- E. Within ten (10) days after the observation, Unit I members will be given a copy of any class visitation report, observation report, or evaluation report as a basis for a conference between the instructional coordinator and/or the appropriate administrator and the unit member. The evaluation report for special teachers will be appropriate to their assignments. No such report will be submitted to the Central Office, placed in the unit member's file, or otherwise acted upon without prior conference with the unit member. Any unit member's explanation serving as a clarification concerning said report must be noted in writing, signed, and dated for attachment to the report.
- F. Professional criticism of a teacher's work will not occur in the presence of parents, students or other teachers unless there is a serious problem which requires immediate, corrective action or student safety is in jeopardy. This shall not preclude more than one administrator/supervisor from participating in conferences
- G. Except in case of emergency, a teacher's final evaluation for any year will be completed and a conference held no later than *June 30* of that school year. In the event a teacher's evaluation is not completed by that date, said evaluation shall be considered to be satisfactory.
- H. Teachers will be notified of any allegations made against their conduct, character, performance, or personality
- I. Alternate evaluation/observation procedure
 - a. All tenured teachers will participate in a tradition appraisal monitoring or observation of their work performance no less than once every third year of employment with Somerset County Public Schools.
 - b. Each tenured teacher, experienced in his/her current assignment, and successful as documented through the observation and evaluation process shall be given the opportunity to select an alternate appraisal style for one to two year period.

Each teacher eligible for the alternate appraisal process shall meet with the building principal to discuss and establish mutually agreed upon goals. Following that discussion the teacher shall select a method of observation/evaluation.

ARTICLE VIII ACADEMIC FREEDOM

In performance of their teaching functions teachers shall be responsible to provide students opportunity to investigate all facets, sides, and/or opinions of and about any and all topics and materials introduced or presented and shall have a special responsibility to provide such opportunity with regard to those which are or may be of a controversial nature. Such material presented to students must be relevant to the basic content of the course and appropriate to the maturity level and intellectual ability of the students. The teacher shall further be responsible to permit the expression of the views and opinions of others and to encourage students to examine, analyze, evaluate and synthesize all available information about such topics and materials and to encourage each to form his own views and opinions through such procedures. Teachers shall at all times strive to promote tolerance for the views and opinions of others and for the right of individuals to form and hold differing views and opinions. The basic content of a course and provisions for its implementation and supervision shall be the responsibility of the Board.

ARTICLE IX TRANSFERS

1. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher to transfer to a different class, building, or position shall be made in writing, on forms furnished by the Board, which shall be filed with the Superintendent. Additional information may be furnished by the teacher.
2. Any teacher who shall be transferred to an administrative or supervisory position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or administrative status.
3. Every attempt will be made to assign teachers in their field of certification.

4. Teachers wanting transfers should state such on their Declaration of Intention. Requests beyond this date must be submitted in writing for consideration. This date is meant to be the date declarations of intent are due back to the personnel office. Criteria to be used in considering transfer requests shall be as follows:
 - a. Certification for the position requested.
 - b. Tenure status.
 - c. Length of service.
 - d. Proximity of residence.
 - e. Availability of appropriate openings.
 - f. Exceptional circumstances.
5. All vacancies or newly created positions which occur during the school year shall be forwarded to building Principals and posted seven (7) days prior to the application deadline, except in instances where, in the judgment of the Superintendent, circumstances require that a position be filled immediately. The Office of Personnel shall, at all times, maintain a current list of all vacancies and/or newly created positions for teacher review via telephone during normal business hours. During the summer months, positions that become vacant and/or newly created positions that still exist as of July 13 and August 13 shall be publicized to teachers via July 15 and August 15 summer paychecks and on the Board's Website.
6. If a request for transfer is denied the teacher shall, upon request, be told the explicit reason for the denial. The reasons shall be stated in writing if further requested by the teacher and such written statement shall become a part of the teacher's personnel record.
7. Teachers requesting transfer shall be considered for known vacancies for the following year before these positions are made available for new teachers.
8. An involuntary transfer will be made only for just cause. The Superintendent will notify the affected teacher of the reasons for such a transfer.

ARTICLE X PROMOTIONS

1. The following guidelines will be used when selecting and appointing persons to administrative and supervisory positions:
 - A. The best qualified applicants will receive first consideration for each position.
 - B. Personnel from within the system will receive preference to applicants from outside the school system so long as their qualifications are essentially the same.
 - C. The implementation of the policy shall not be affected by religious, racial, political, or other non-professional considerations.
 - D. The qualifications of each candidate shall be evaluated and assessments made in the areas of:
 1. Teaching experience;
 2. Supervisory or administrative experience;
 3. Work experience and education;
 4. Efficiency ratings and/or recommendations;
 5. Personal qualifications.
2. Advertising the Vacancy
 - A. All vacancies and/or newly created administrative or supervisory positions shall be forwarded to all building Principals and posted in schools seven (7) days prior to the application deadline. The Office of Personnel shall, at all times, maintain a current list of all vacancies and/or newly created administrative or supervisory positions for teacher review via telephone during normal business hours. During the summer months, positions that become vacant and/or newly created positions that still exist as of July 13 and August 13 shall be publicized to teachers via July 15 and August 15 summer paychecks. In the event a teacher does not receive a summer paycheck, the teacher must notify the Superintendent, in writing, of his/her interest to receive by mail a list of existing vacancies that is included with the July 15 and August 15 summer paychecks.
 - B. The announcement shall include a description of the position, duties and responsibilities, salary range, qualifications, and procedures for application.
 - C. Announcements shall be distributed at least fifteen (15) days before the closing dates for accepting applications.

**ARTICLE XI
SICK LEAVE**

1. Ten (10) month professional employees shall be credited with sick leave to be used for absences caused by illness or physical disability of the teacher at the rate of ten (10) days per year and twelve (12) month employees at the rate of twelve (12) days per year. Professional employees who work less than the full year shall earn one (1) day of sick leave for each month they work. Sick leave may also include other excused absences, such as medical, dental, or optical examination or treatment impossible to schedule on nonduty days. The full allotment of days shall be available for all employees beginning with the first day on the school calendar. No medical proof of illness shall be required for use of sick leave unless, in the judgment of the Superintendent, there has been a systematic pattern of absences or prolonged illness.
2. The Board will be responsible for affecting the transfer of all accumulative sick leave for any teacher who comes to the Somerset County School System from another county in Maryland and will notify the teacher of the number of sick days credited to him.
3. The Board shall inform each teacher during the month of September of the amount of sick leave accumulated.
4. Unused sick leave shall be cumulative without limit.
5. In the event a teacher has to use sick leave days beyond his accumulated amount, he shall receive his regular salary minus a deduction of one-three-hundredth (1/300) of his annual salary for each school day he is absent. However, the Board may request a disability retirement when disability may be of long duration.
6. Teachers shall, at their request, be allowed to use sick leave for absence due to disability connected with/or resulting from pregnancy. Under this provision such disability shall be treated as a temporary disability, and all Board policies concerning personal illness shall be applicable to such disability. Teachers shall return to work six weeks after the birth of the child unless the doctor certifies complications and requests additional sick leave. Upon the termination of such disability, the teacher must return to work unless she resigns or requests a leave of absence.
7. Teachers may use accumulated sick leave to care for an ill spouse, family member or child when the teacher is the primary caregiver.

**ARTICLE XII
PARENTAL LEAVE**

1. Tenured teachers shall, at their request, be granted a leave of absence, without pay, for childbearing and/or child rearing for such period of time as they specify, but not to exceed one (1) year. This provision shall not preclude the possibility of said leave being extended to non-tenured teachers provided, however, that said leave does not extend beyond the limits of the teacher's individual contract.
2. No teacher on said leave shall, on the basis of said leave, be denied the opportunity to substitute in the Somerset County School System upon presentation of medical testimony that the teacher is able to do so.
3. Tenured teachers adopting an infant shall, at their request, receive similar leave which shall commence upon the teacher's receiving defacto custody of said infant, or earlier if necessary to fill the requirements for the adoption.
4. Teachers returning from Parental Leave shall be assigned to their former position or its equivalent and shall have assignment preference over new incoming teachers.
5. The teacher on leave shall be afforded the opportunity to continue payments toward retirement and/or insurance programs.

**ARTICLE XIII
TEMPORARY LEAVES OF ABSENCE**

1. Bereavement Leave - Each teacher is entitled to seven (7) calendar days of leave immediately following the death of child, parent, brother, sister, wife, husband, grandparent, grandchild, in-laws or a member of the immediate household. Each teacher is entitled to five (5) calendar days of leave immediately following the death of an uncle, aunt, niece, nephew. This leave shall commence beginning the first full day after the death of a direct blood relative, parental in-law, or a member of the immediate household. If a teacher is notified of death as identified above during a working day, this day shall not count as part of this provision. Two additional days may be requested from the Superintendent for a death outside the immediate area or in the case of unusual circumstances.
2. Business leave and leave for serious illness of the immediate family may be granted as indicated below in addition to established sick leave policy.
 - A. Business Leave - Teachers shall be entitled to four (4) days of business leave per year without loss of pay to fulfill pressing business or legal obligations or emergency family matters which cannot, through the exercise of reasonable diligence, be scheduled outside school hours. Such leave will be taken in increments of at least one-half day. Application shall be made in

writing to the Superintendent of Schools. Teachers who do not use their business leave will have it converted to sick leave at the end of each school year. There will be no carry-over and no borrowing of business leave.

Except in case of emergency, requests for business leave must be submitted in writing to the Superintendent at least seventy-two (72) hours before the leave is to be taken. A business leave day may not be used preceding or following a holiday except upon special permission by the Superintendent. This definition includes the first duty day for teachers in September. Business leave may not be used immediately prior to the end of the school year except where an individual will be entering college summer sessions.

B. Serious Illness of Blood Relative or Member of Immediate Household - Each member is entitled to three (3) days of leave per year for serious illness of a blood relative or member of the family living in the immediate household. This leave must be required because of this illness. Teachers who do not use their illness in family leave will have it converted to sick leave at the end of each school year.

3. Absences from school may be granted for the purpose of visiting other schools or attending meetings or conferences of an educational nature with pay. Such leave shall be initiated by the Superintendent.

4. Time necessary for duly authorized representatives of the Association to attend meetings and conferences of state and national education associations shall be granted with pay, when such absence is approved by the Superintendent.

5. A teacher may be absent without loss of pay for court summons or any legal proceedings if he is required by law to attend. However, in the case of jury duty, a teacher will receive his regular salary minus a deduction equal the amount of pay he receives for said duty.

6. The Board and the Association recognize that professional improvement is important and a professional responsibility of the teacher under contract. The Board rewards this advancement with pay and discourages teachers from requesting leave at the end of the school year to attend early summer school sessions. The Superintendent of Schools shall be receptive to requests that are exceptional in nature. Such requests must be made in writing before May. If leave is granted, it may be with full loss of pay. Business leave may be used by teachers when the opening of a college summer session precedes the last duty day for teachers. This leave shall not interfere unduly with the program of instruction and shall be subject to approval by the Superintendent.

7. A teacher shall be granted one (1) day of leave with pay to receive a graduate degree awarded on a school day.

8. Additional leaves of absence with pay may be granted at the discretion of the Board.

ARTICLE XIV EXTENDED LEAVES OF ABSENCE

1. The Board shall normally grant leaves of absence to tenured teachers of Somerset County without pay but will extend full experience credit for:

- a. Military Service
- b. Peace Corps
- c. VISTA
- d. Association activities (local, state, or national)
- e. Further study for professional improvement (Defined as a full-time student (as defined by the institution) for the entire time the leave is granted or involved in a recognized internship program.)

2. The Board shall normally grant leaves of absence to tenured teachers without pay and without experience credit for:

- a. Severe illness of member of the teacher's family
- b. Campaigning for or serving in a public office
- c. Teaching in an accredited college or university

3. Leaves granted in Item 1 above shall be for a maximum of three (3) years. Leaves in Item 2 above shall be for a maximum of one (1) calendar year.

4. Upon return from leave granted pursuant to Item 1, an employee will be considered as if he were actively employed by the Board during the leave and will be placed on the salary schedule at the level he would have achieved if he had not been absent. An employee will not receive an increment credit for time spent on a leave granted pursuant to Item 2.

5. All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulative sick leave, will be restored to him upon his return, and he will be assigned to the same position which he held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

6. All requests for extended leaves of absence will be made in writing to the Board by May 30, except in cases of emergency.

7. Family & Medical Leave Act of 1993 - The provisions of the F.M.L.A. shall be considered in conjunction with the leaves and benefits outlined in this agreement and shall not be construed so as to diminish those leaves and benefits.

**ARTICLE XV
DISCIPLINE**

Any teacher threatened with physical abuse in connection with his employment shall immediately report the incident in writing to his immediate superior. Serious incidents involving verbal abuse or outright disrespect shall be reported in a similar manner. At the teacher's request, this report shall be forwarded to the Superintendent along with a statement of the corrective action to be taken by the principal. The affected teacher shall receive a copy of the principal's statement which shall remain confidential. The Superintendent will review the situation with the teacher and principal upon request. In addition, the Board agrees to comply with state law in matters related to student discipline.

ARTICLE XVI SALARIES

1. The Board shall provide each teacher with the option of direct deposit of paychecks.
2. The Board shall establish and provide payroll deductions for individual and dependent care spending accounts pursuant to Section 125 of the Internal Revenue Service Code.
3. Teachers shall be placed on the salary schedule according to his/her years of experience, academic preparation if the requirements of the position held require additional academic preparation.

Proposed Salary Scale for 2007-2008

STEP	A	B	C	D	F	E
1	36,500	40,000		42,500		
2	36,500	40,000		42,500	43,400	44,200
3	37,260	40,365		43,134	44,034	44,834
4	38,295	40,960	41,918	43,988	44,888	45,688
5	39,330	41,918	42,746	44,878	45,778	46,578
6	40,365	42,746	43,625	45,773	46,673	47,473
7	41,400	43,636	44,505	46,679	47,579	48,379
8	42,953	44,505	45,437	47,610	48,510	49,310
9	44,505	45,400	46,265	48,542	49,442	50,242
10	45,795	46,716	48,884	51,014	51,914	52,714
11			51,120	52,771	53,671	54,471
12			52,611	54,209	55,109	55,909
13			54,741	56,445	57,345	58,145
14			57,191	58,469	59,369	60,169
15						
16						
17						
18						
19			62,622	64,433	65,333	66,133
20			64,965	66,563	67,463	68,263
21			66,456	68,054	68,954	69,754
25			67,956	69,554	70,454	71,254

Teachers completing National Teacher Certification will receive a \$2000 increase in salary for duration of certification.

Proposed Salary Scale for 2008-2009

STEP	A	B	C	D	F	E
1	38,325	42,000		44,625		0
2	38,325	42,000		44,625	45,570	46,410
3	39,123	42,383		45,291	46,236	47,076
4	40,210	43,008	44,014	46,187	47,132	47,972
5	41,297	44,014	44,883	47,122	48,067	48,907
6	42,383	44,883	45,806	48,062	49,007	49,847
7	43,470	45,818	46,730	49,013	49,958	50,798
8	45,101	46,730	47,709	49,991	50,936	51,776
9	46,730	47,670	48,578	50,969	51,914	52,754
10	48,085	49,052	51,328	53,565	54,510	55,350
11			53,676	55,410	56,355	57,195
12			55,242	56,919	57,864	58,704
13			57,478	59,267	60,212	61,052
14			60,051	61,392	62,337	63,177
15						
16						
17						
18						
19			65,753	67,655	68,600	69,440
20			68,213	69,891	70,836	71,676
21			69,779	71,457	72,402	73,242
25			71,279	72,56	73,856	74,656

Teachers completing National Teacher Certification will receive a \$2000 increase in salary for duration of certification.

The scale above may be opened by either party during the 2007-2008 school year for the purpose of re-allocating/renegotiating the dollar amounts contained in the scale. Funding for the 2008-2009 school year shall be dependant upon the county and state fiscal authorities.

**ARTICLE XVII
EXTRA DUTY PAY
EXTRA DUTY PAY SCALE FY 2008**

Compensation shall be paid to employees for extracurricular duties according to the following schedule:

Tier One:	\$3,084	Tier Four:	\$1,066	Tier Seven	\$512 - \$276
Tier Two:	\$2,274	Tier Five:	\$ 754		
Tier Three:	\$ 1,611	Tier Six:	\$ 537		

Tier One:

Basketball, Varsity Head Coach
Boys and Girls
Football, Head Coach
Wrestling Head Coach
Athletic Director*

Tier Two:

Baseball, Head Coach
Softball, Head Coach
Field Hockey, Head Coach
Soccer, Head Coach
Volleyball Head Coach
Band, Senior High
Assistant Football Coach-1
Basketball, Assistant/JV Coach
(Boys and Girls)

Tier Three

Tennis, Head Coach -1
Assistant Football Coaches-2
Baseball Assistant/JV Coach
Softball Assistant/JV Coach
Track Head Coach - Spring
Soccer Assistant/JV Coach
Field Hockey Assistant/JV Coach
Wrestling Assistant Coach
Volleyball Assistant Coach
Teacher Mentors

Tier Four

Golf, Head Coach
Tennis, Assistant Coach
Cross Country
Cheerleader Sponsor (per season)
Track Head Coach – Winter
Track Assistant – Spring

Tier Five

Instructionally related activities

Game Duty:

\$30_per ticket taker with a maximum of three persons per event.

Athletic Director's Duties:

Schedule all Interscholastic Sports
Schedule all Bus Transportation
Complete all Bayside and MPSAA forms
Prepare all playing fields
Inventory all equipment
Keep all coaches paperwork and forms
Game Duty - if needed by Administration
Other duties assigned by Principal

Tier Six:

Middle School Band
Middle School Chorus
High School Chorus
Track, Assistant-Winter

Tier Seven:

(50 Hours-\$451 - 30 Hours -\$243)
Vocational Industrial Clubs of America
Future Farmers of America
Key Club
Envirothon
Senior Class Advisor
Junior Class Advisor
Yearbook Advisor
Odyssey of the Mind
Student Council
National Honor Society
Drama Club
SHOP-Students Helping Other People
FBLA-Future Business Leaders of America
Freshmen Class Advisor
Sophomore Class Advisor
SIT Chairperson
Web Masters for school
Prom Sponsor
PDS Liaison

Play-Off Bonus

\$115 per game - \$345 Maximum.
Play-Off Bonus will be paid when teams “qualify” for Post-Season Play. For example, the first game in an open tournament, or the end of season meet is scheduled, teams do not have to qualify for these.

**ARTICLE XVIII
FRINGE BENEFITS**

1. Health Insurance

A. Employee Health Insurance –

- a. The Board of Education shall pay 90% of the individual premium cost and 85% of Parent and Child, Husband and Wife and Family premium costs for insurance benefits EPO (1) listed below.
- b. The Board of Education shall pay 90% of the individual premium cost and 75% of Parent and Child, Husband and Wife and Family premium costs for insurance benefits PPN (2) listed below.
- c. Employees who elect dependents' coverage shall have the payment for same deducted in twenty (20) equal installments.
- d. If an employee's spouse is also employed by the Board, the maximum insurance allowance may be combined to pay insurance premiums, provided that the benefit shall not exceed 100% of the cost of the insurance listed below.
- e. Beginning in the 2003-2004 school year, Somerset County Pubic Schools will join the Eastern Shore of Maryland Education Consortium (ESMEC) for health insurance coverage. All employees hired after July 1, 2000 will be offered only the Exclusive Provider Organization for Health coverage. The following coverage will be provided through ESMEC
 1. CareFirst Blue Cross/Blue Shield Exclusive Provider Organization (EPO) including a prescription drug plan. The benefits under this plan will be no less than the benefits provided by ESMEC on September 1, 2003.
 2. CareFirst Blue Cross/Blue Shield Preferred Provider Network (PPN) including a prescription drug plan. The benefits under this plan will be no less than the benefits provided by ESMEC on September 1, 2003.
 3. Blue Cross/Blue Shield Select Vision Program
 4. Blue Cross/Blue Shield Dental Program with full payment for diagnostic/preventive care, 80/20 co-pay after \$25 individual, \$75 family, deductible for surgical/restorative care, 50/50 co-pay after \$25 individual, \$75 family, deductible for prosthetics, all with an annual \$1000 maximum per participant, and 50/50 co-pay with no deductible but with a life time \$1,500 maximum per participant for orthodontics.
- f. The entire cost of the dental plan will be paid by the employee. The insurance programs listed in sections A, B, C, and D above shall be offered by one insurance carrier and rated as a single risk pool. The premiums for the insurance programs in sections A,B,C, and D shall be actuarially established by the carrier, with approval by the Board and Association, and shall be developed in a manner to deter adverse selection by participants. In the event that the carrier determines from future enrollment patterns that actuarial development of premiums for the insurance plans in sections A, B, C, and D are not effective in deterring adverse selection by participants, the carrier shall notify the Board and the Association of such and a determination shall be made by the parties as to whether the practice shall be continued.
- g. In the event a dispute arises concerning the coverage offered to members of the bargaining unit under the insurance plans offered in sections A, B, C, and D, the Plan Documents in effect for the 2003-2004 school year for the insurance plans offered in sections A,B, and C shall be controlling, and the Plan Document in effect for the 2003-2004 school year for the insurance program in section D. shall be controlling

B. Retirees Health Insurance

1. Retired employees may elect to participate in Somerset County's Health Insurance Plan as approved by the Somerset County Board of Education.
2. Full time employees shall qualify for cost sharing during the term of their employment. Retired full time employees may remain in the group plan and may continue to qualify for cost sharing provided:
 - a. They have qualified for a service retirement under the State Retirement or Pension System immediately upon leaving County Service (this does not include a deferred retirement status), and are at least 60 years of age, and have completed at least 10 years of County service immediately preceding retirement, or

- b. They meet the requirements of subparagraph (a) except that they may be 55 years of age in which case such employees shall be required to pay 100% of all premiums until reaching age 60 at which time they will qualify for cost sharing, or
 - c. They have qualified for a service retirement under the State Retirement or Pension System immediately upon leaving County Service, and are less than 60 years of age and have completed at least 20 years of County service immediately preceding retirement, or
 - d. They have qualified for disability retirement and have completed at least 10 years of County service.
3. Somerset County Public Schools will reimburse all persons qualified under the above guidelines on the basis of \$250/month (\$3000/year) for the 2007-2008 school year of the plan chosen by the retiree. For the 2008-2009 school year, the Board will pay the greater of \$250/month (\$3000/year) or 50%, of the individual premium of the PPN Blue Cross/Blue Shield coverage regardless of the plan chosen by the retiree. During the 2007-2008 school year, the Board and the Association will open, for negotiations, this section on retiree's health insurance for the purpose of increasing the percentage the Board pays for employees retiring from Somerset County, under the guidelines outlined above, with 20 or more years of service in Somerset County.
 4. Persons who leave service who are not enrolled in Blue Cross/Blue Shield at the time of retirement may enroll in the County offered plan at any regular enrollment period after retirement

2. Reimbursement for Courses –

A. Teachers shall receive reimbursement toward the **cost (tuition and mandatory fees charged at the time of enrollment)** of college courses for credits earned from September first of one year through September first of the following year.

1. This reimbursement will be paid for courses taken within thirty (30) days of completion of the course.
2. Reimbursement will be paid upon presentation of the proper claim form, grade slip(s) for courses taken during the semester or year.
3. The claim form must be signed by the person seeking reimbursement and that person's supervisor indicating that the courses taken were approved.
4. Approval of courses will be based upon the following criteria:
 - a. The courses will be in the content area of the person's teaching assignment or,
 - b. The person is pursuing an advanced degree and the courses are in the planned program for that degree.

B. The maximum amount of reimbursement a teacher may receive **toward approved undergraduate and graduate credit** will be **\$3000** per school year **for tuition and mandatory fees charged at the time of enrollment**.

C. In order to be entitled to reimbursement, the teacher must meet the following conditions:

1. For courses taken during the academic year, the teacher must be employed in Somerset County the following academic year.
 2. Credits must be earned at an accredited degree-granting institution.
 3. The grade of "C" or better must be earned in the course.
 4. Credits earned must contribute toward the renewal of a Standard Professional Certificate or toward meeting the certification requirements for some other field of certification. All courses, to be eligible for reimbursement, must have prior approval, in writing, from the person's supervisor. Any teacher who permits his/her certificate to lapse will not be reimbursed for credits to reinstate their certificate.
 5. Claims for reimbursement together with supporting documents should be submitted two weeks after completion of the course for reimbursement.
 6. Any financial assistance or allowance received for tuition from any source will be deducted from the amount which the teacher would be reimbursed under the formula stated above.
 7. If credits are granted by the institution, but no direct tuition payment is made by the teacher, no reimbursement will be paid under this article.
 8. Course reimbursement shall apply when meeting the requirement of NCLB, leading to the obtainment of an advanced professional certificate, Master's Degree, Certificate renewal, or Doctorate Degree.
 9. Employees who permit their certificate to become provisional will have their salary frozen until his/her certificate is renewed.
3. The Board of Education shall reimburse teachers for authorized travel at the IRS approved rate per mile.

4. Life Insurance - The Board shall pay for each teacher the full premium of term life insurance in the amount equal to the teacher's salary, with a benefit double for accidental death and dismemberment, for a maximum benefit of two times salary. Unit members will be given the opportunity to purchase additional life insurance through the Boards group plan at the Board's group rate.

5. PAYROLL DEDUCTIONS

The Board shall provide payroll deductions as outlined below:

1. All deductions in effect when this agreement is ratified
2. Direct Deposit
3. IRS approved Tax Sheltered Annuity programs
4. Summer Savings
5. Health insurance premiums

ARTICLE XIX
VOLUNTARY SICK LEAVE BANK

1. All members of the bargaining unit on active duty in Somerset County are eligible to contribute on a voluntary basis to a sick leave bank. Contributors will be permitted to apply for leave from the bank to cover regularly scheduled duty days for periods of personal illness, injury or quarantine which is not only prolonged but is also catastrophic and incapacitating and which is not likely to permanently disable the teacher.
2. The contribution on the appropriate form will be authorized by the member and continued from year to year until canceled in writing by the member. Cancellations, on the proper form, may be elected at any time and the member shall not be eligible to use the bank as of the cancellation date. Sick leave properly authorized for contribution to the bank will not be returned if the member effects cancellation.
3. Contributions shall be made between the first scheduled duty day of each year and October 15. Members returning from extended leave of absence and new employees may contribute within thirty (30) calendar days upon reassignment or employment. Members returning from extended sick leave shall be permitted to contribute to the bank upon approval of the committee.
4. Annual rates of contribution shall be determined by the Association and certified to the Superintendent by July 1 of each year.
5. Members shall be permitted to apply for leave from the bank after January 1, 1994. The maximum number of sick leave days that can be granted in any one fiscal year will be the remaining number of duty days a member is scheduled to work. In no case will granting of leave from the bank cause a member to receive more than his annual salary.
6. Members must use all accumulated sick leave before receiving leave from the bank. Application for use of the bank shall be made on the required form and submitted to the approval committee.
7. A three-member approval committee, one appointed by the Board and two appointed by the President of the Association, shall have the responsibility of receiving requests, verifying the validity of requests, recommending approval or denial of the requests and communicating its decision to the member and the Division of Payroll. The committee shall develop its rules of procedures and shall give wide distribution to said rules upon approval of the Executive Board of the Association.
8. The division of Payroll shall approve these bank grants as being for incapacitating illness and that sick leave is exhausted and forward payment authorization.
9. Bank grants will not be automatically carried over from one fiscal year to another. All bank grants will end as of June 30 or the last duty day of the school year and must be renewed through the approval committee and the Division of Payroll each school year.
10. If a member does not use all of the days granted from the bank, the unused sick leave days will be returned to the bank.
11. The Board shall be indemnified and saved harmless by the Association against any and all claims that arise out of or by reason of actions taken by the Board for the purpose of complying with any of the provisions of this Article.

ARTICLE XX
GENERAL PROVISIONS

1. The Board and the Association shall comply with the provisions of Education Article, Section 6-105 of the Annotated Code of Maryland, which renders unlawful discrimination with regard to race, religion, color, national origin or sex. The parties further stipulate that this Agreement shall be interpreted in such a manner as to be consistent with and subject to the nondiscrimination provisions of the United States Constitution and statutes, regulations and guidelines enacted pursuant thereto.
2. If any provision of this Agreement or any application thereof to any teacher or group of teachers is held to be contrary to law by a court of competent jurisdiction, such provision or applications will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet not later than ten (10) days after any such holding for the purpose of renegotiating the provisions affected.
3. A copy of this Agreement will be made available to each employee in the negotiating unit. The Board and the Association shall share equally the printing costs.
4. No later than November 1 of each school year, the parties shall begin good-faith negotiations for the purpose of entering into a successor agreement.
5. In the event that an impasse in negotiations is declared by the State Superintendent of Schools and the parties are unable to agree upon a third panel member, pursuant to Article 6-408(d) of the Education Article of the Annotated Code of Maryland, the American Arbitration Association may be requested by either party to supply a list of ten names of persons qualified to serve from which the parties shall select a neutral third party.

**ARTICLE XXI
DURATION**

Entered this 30th day of June, 2007 by and between the Board of Education of Somerset County and the Teachers Association of Somerset County. The provisions of this Agreement shall become effective on July 1, 2007 and shall continue in full force and effect until June 30, 2009. Should the Board be unable to fund Article 16 Salaries for the 2007-2008 or 2008-2009 school years, the parties shall meet in renegotiations pursuant to the Education Article of the Annotated Code of Maryland. During 2007-2008, the salary schedule for 2008-2009 contained in this agreement may be opened for the purpose of re-allocating/renegotiating the dollar amounts contained in the scale. In addition the parties agree to open only Section 1.B.3, Retirees Health Insurance of Article XVIII – Fringe Benefits, during the 2007-2008 school year for the purpose of increasing the percentage the Board pays for employees retiring from Somerset County, under the guidelines outlined in that section, with 20 or more years of service in Somerset County. All negotiation shall be in accordance with Article 20 General Provisions of this agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS DOCUMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES THIS 30th DAY OF June 2007.

FOR THE BOARD OF EDUCATION OF
SOMERSET COUNTY

FOR THE TEACHERS ASSOCIATION
OF SOMERSET COUNTY

CHAIRMAN

PRESIDENT

SUPERINTENDENT

SECRETARY/TREASURER