

UNIT II

ADMINISTRATORS AND SUPERVISORS

2007-2008

ARTICLE
General Provisions
5/23/07

1.1 RECOGNITION - The Board of Education of Somerset County, hereinafter referred to as the Board, recognizes the Association of Public School Administrators and Supervisors, hereinafter referred to as the Association, pursuant to the *Education Article, §6-404*, of the *Annotated Code of Maryland*, as representative of the Board's employees in Unit II for the purpose of negotiations with regard to salaries, wages, hours, and other working conditions.

1.2 BARGAINING UNIT - The bargaining unit (Unit II) shall include all certificated employees in the positions of vice principal, principal, secondary dean of student, coordinator, supervisor, and other officially designated positions.

Any disputes which may arise as to whether new positions are to be included in Unit I or Unit II shall be settled in accordance with the aforementioned provisions of the Maryland Code and shall not be subject to the grievance procedure included in this Agreement.

1.3 DEFINITIONS

A. Employee – Unless, otherwise indicated, the term *employee(s)* shall refer to all members of the negotiating unit.

B. Part-Time Employees - All part-time Unit II members 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, annual leave and salary rates shall be established on a pro-rata basis related to a full-time equivalent position.

C. Temporary Employees - A temporary employee excluded from the bargaining unit is one who is hired for a period of no more than twelve (12) consecutive calendar months and is so informed at the time of hire and who is hired to fill a temporary job.

1.4 EXECUTION - The Board and the Association recognize that this Agreement, when ratified and properly signed by the Board and the Association, and upon such actions of the Board as are necessary to make them official, shall supersede any existing regulations with which it conflicts, subject to final determination by the fiscal authorities of the County pursuant to State law.

1.5 NON-DISCRIMINATION - The provisions of this agreement shall not be applied in a manner arbitrary, capricious, or discriminating in regard to race, creed, religion, color, national origin, age or sex.

1.6 SEVERABILITY - If any provision of this Agreement or any application thereof is held to be contrary to law by a court of competent jurisdiction, such provision or application 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 fifteen (15) days after any such holding for the purpose of renegotiating the provisions affected.

- 1.7 DISTRIBUTION** - A copy of this agreement will be given to each employee in the negotiating unit. The Board and Association will share the cost of printing copies of the agreement booklet as follows:
- A. The Association will supply necessary paper stock.
 - B. The Board will provide composition, printing, and distribution services.

1.8 SUCCESSOR AGREEMENT

- A. Negotiating Teams** - Prior to November 1 of each year, the Association and the Board shall designate in writing to the other the official representatives to serve on its negotiating team.
- B. Opening Negotiations** - Negotiations shall begin on a mutually agreeable date on or about December 1 and shall end on or about March 1, and no later than March 15. All issues proposed for discussion shall be submitted in writing by the Association to the Board at its first meeting. The Board shall submit in writing to the Association additional subject areas on which it wishes to negotiate within ten (10) working days of initial presentation by the Association team.
- C. Time of Negotiating** - Negotiating sessions shall be held at times mutually agreeable to the negotiating teams. Sessions should not exceed three (3) hours and shall normally be held at least once each week to insure continuity of thought. Caucuses shall be considered a part of the official time.
- D. Negotiations Procedures** - In an effort to reach understanding and agreement, both parties agree to exchange points of view and to conduct negotiations in good faith on all matters. Agreements on individual items are binding only when agreement is reached on all items subject to negotiation.
- E. Consultants** - Said negotiating teams may seek the advice, suggestion, judgment, counsel and/or services of other qualified persons. Either party requesting services shall bear the expense of the chosen consultant.
- F. Attendance at Negotiating Sessions** - Negotiation sessions shall be limited to the designated teams and (1) suitable committee members from either the Board or the Association who are there for the sole purpose of enlightenment and supplying information on the topic being discussed, and (2) consultants from either the Board or the Association. No more than two (2) persons per category per negotiating team shall be present at any given time during negotiations.
- G. Reaching Agreement** - Upon agreement by the official negotiating teams, the proposed total agreement shall be reduced to writing, signed by a representative of each team, and submitted to the ratifying body of the Association and the Board for approval within ten (10) school days following receipt of the contract from the negotiating teams.
- H. Impasse Procedures** - The provisions of the *Education Article, §6-408* of the *Annotated Code of Maryland* shall apply in the case of impasse.

ARTICLE 2
Organizational Security and Responsibilities

2.1 REPRESENTATION - The Association agrees to admit Unit II employees to membership and participation in its affairs and to represent all such employees as provided in *Education Article, §6-404*, of the *Annotated Code of Maryland*, without discrimination on the basis of race, creed, color, national origin, sex, age or handicap.

2.2 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
6. Association Dues

2.2A DUES DEDUCTION

- A. The Association shall provide a certified listing of all unit members desiring payroll deduction of Association dues no later than September 30. This listing shall include each member's name and shall specify the amount of dues to be deducted for that school year.
- B. Each list shall have attached the original copy of the authorization form signed by the individual member. Deductions authorized by the unit member (1) may be canceled with written notice to the payroll department and (2) shall automatically end as of the effective date of the employee's termination of employment. The deductions will be made in fourteen (14) equal installments, beginning with the salary check issued on or about November 15 of each year.
- C. Unit II members hired during the school year shall have a pro-rated amount of dues deducted if they elect to become Association members. Such pro-rate shall be based on a maximum of ten (10) months (school year) and the number of months remaining in the school year.
- D. The president shall notify the payroll department in writing not later than the first day of the month in which any change is to be made in the list of unit members who have authorized deductions.
- E. The Board of Education will remit to the Association once monthly a check for the total amount of all dues collected.

2.3 ASSOCIATION COMMUNICATIONS - The Association will have the right to place official notices, circulars, and other nonpolitical materials in unit members' mailboxes, and in the Board's inter-school mail system, and on the electronic communications systems established by the Board for the purpose of distributing these materials to unit members, provided such use does not interfere with the

distribution of the materials of the school system. All Association materials distributed in the school system shall be identified by the Association and approved by the Association president or his designee before distribution. Distribution of materials placed in the inter-school system will be in accordance with delivery procedures established by the Board for the regular distribution of its own materials. It is expressly understood that the Board shall be relieved of any responsibility for materials placed into the system by the Association.

2.4 MEETING TIME - The Association shall be provided time at the conclusion of meetings where a majority of the Association members are present to make announcements or to report to members of the Association.

2.5 INFORMATION TO ASSOCIATION - Upon reasonable request, the Board will provide the Association with available information necessary to permit the Association to develop proposals for negotiations, as well as information necessary to investigate grievances arising out of this Agreement.

A copy of the Board agenda and approved minutes shall be delivered to the Association president by interschool mail when such are released to the public.

As soon as possible, but no later than October 30 of any school year, the Board shall provide the Association with a list of all Unit II members, which shall include their names and building assignments. The Association agrees that the use of such lists shall be restricted to communicating Association-related programs and activities and further agrees that such lists will not be sold or otherwise made available to others.

2.6 ATTENDANCE AT BOARD MEETINGS - In accordance with established Board policy, the president of the Association may request the superintendent to schedule a member of the Association to attend a Board meeting to (1) offer comments on agenda items which directly affect Unit II members or (2) be placed on the meeting agenda for the purpose of making a presentation to the Board.

2.7 EXCLUSIVITY - Subject to the rights granted the general public by legislative action or judicial decision, the rights and/or privileges granted to the Association in this article will not be granted to any other employee organization seeking to represent unit members during the life of this agreement.

2.8 SAFE/HARMLESS - The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or any other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purposes of complying with any of the provisions of this article, or in reliance of any list, notice or assignment furnished under any such provisions.

ARTICLE 3 Unit Member Rights

3.1 NO REPRISALS - There will be no reprisals of any kind taken against any employee by reason of membership or non-membership in the Association or participation or non-participation in any of its lawful activities.

3.2 EMPLOYMENT PRACTICES - No Unit II member who has gained tenure as a teacher under the provisions of *Maryland State Board of Education Bylaw 13A.07.02.01B* will be discharged from employment or disciplined outside the normal evaluation procedures without full due process. For purposes of this agreement, employee discipline shall refer to action(s) by the Board as set forth in §6-202 of the *Annotated Code of Maryland* and shall not include actions taken under §6-201 of said law.

3.3 PERSONAL LIFE - The personal life of a unit member shall be the concern of and warrant the attention of the Board whenever (1) it interferes with the conduct of the school(s) or central office or (2) it prevents the unit member from satisfactorily performing their assigned duties.

The Board and the Association recognize the value of expressing, in a professional manner, personal views regarding non-confidential school system policies, programs and operations.

3.4 POLITICAL ACTIVITIES - The Board and the Association recognize the right of Unit II members to participate in political affairs in a manner afforded any other citizen, including the right to vote; the right to be an active member of a political party of their choice; and the right to campaign for and serve in public office, provided such activity is not conducted during duty hours or on school property.

3.5 ADVISORY STATUS - The Board agrees to involve Unit II members in an advisory capacity to the Board on items such as those being negotiated with Unit I which involve significant changes in present supervisory and/or administrative procedures and curriculum committees.

3.6 SUSPENSIONS - Any suspension of a unit member by the superintendent, shall be with or without pay, as determined by the superintendent.

3.7 PERSONNEL FILE

A. All items entered in the official personnel file of a Unit II member, except confidential references pertaining to original employment or promotion, shall be open to that Unit II member under the supervision of and by appointment with the Supervisor of Human Resources. The employee may have an Association representative accompany them during such review. Upon review of their personnel file, the Unit II employee shall have the right to indicate those documents and/or other materials in the personnel file which they believe to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the superintendent or designee and destroyed or retained as deemed appropriate by the superintendent.

B. The Board agrees to protect the confidentiality of Unit II member's personnel files including personal references, academic credentials, and other similar documents.

C. No unfavorable material related to a Unit II member's conduct, service, character or personality shall be placed in their personnel file without the Unit

II member's knowledge. The Unit II member shall acknowledge awareness of the material by affixing their signature to the material to be filed with the understanding that such signature does not necessarily indicate agreement with the contents thereof.

- D. The Unit II member shall have the right to answer any material placed in their personnel file and their answer shall be attached to the file copy.
- E. The Unit II member shall have the right to reproduce any material placed in his personnel file at their cost.
- F. A written performance evaluation will be made a part of the personnel file of any Unit II employee leaving employment with the Board. Any additional materials to be placed in the personnel file will be subject to the notice requirement in paragraph C above.

3.8 COMPLAINTS/CRITICISMS - Unit II members will be notified of any formal allegations made against their conduct, character, performance, or personality if said allegations are to be recorded as a part of the unit member's evaluation.

Unless there is a serious problem, which requires immediate corrective action, unit members will be afforded privacy when criticism by their supervisors and/or administrators could be embarrassing to that unit member.

3.9 LEGAL COUNSEL - Upon the recommendation of the superintendent, Unit II members will be provided with legal counsel when required to testify before the Board as a witness in a formal hearing resulting from matters occurring within the scope of the unit member's employment. Such counsel shall not be provided in matters, which involve the job performance or possible disciplinary action against the unit member. Selection of counsel, fees and duration of counsel's service will be at the discretion of the superintendent.

ARTICLE 4 Working Hours and Conditions

4.1 ASSIGNMENT

- A. It is understood that the superintendent has the right to assign and/or transfer Unit members to their positions to meet the needs of the school system.
- B. If reassignment is necessary, a unit member's quality of job performance, areas of competence, field(s) of certification, field(s) of study, amount of experience, and the best interests of the school system will be among those factors considered.
- C. If a member (1) is reassigned as the result of unsatisfactory performance, (2) is voluntarily reassigned, or (3) is assigned to another position due to the elimination of his/her position through budget cuts or administrative reorganization, his/her salary shall be based on the schedule for the new position at the time the transfer becomes effective.

- D. For two years from the effective date of reassignment, a unit member who has been involuntarily transferred to a position on a lower pay scale will, upon written request, be given consideration for reappointment to a position in the former job classification as such positions become available.
- E. Notice of a proposed reassignment or transfer will be given to an employee as far in advance of the effective date as is feasible. If a Unit member objects to an involuntary transfer or reassignment, the superintendent or his/her representative will meet with the employee to discuss the matter.
- F. If it is necessary to make an involuntary transfer, reasons for the transfer will be made known to the person being transferred.
- G. If it is necessary for a Unit II member to be returned to the classroom, total years of service shall be counted toward placement on the appropriate salary scale.

4.2 OPPORTUNITY TO CONFER -When administratively feasible, principals will have an opportunity to confer with anyone being considered for assignment to their staff.

ARTICLE 5 Fringe Benefits

5.1 LIFE INSURANCE - The Board shall pay for each member the full premium of term life insurance in the amount equal to the Unit II member'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.

5.2 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 Public 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 regardless 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 retirees 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

5.3 LIABILITY INSURANCE - Unit II members will continue to be covered under the Board's comprehensive general liability and umbrella excess liability insurance. This coverage will include sums for damages because of personal injury, bodily injury, or property damage caused by a Unit member for which the member has become obligated as a result of legal actions taken or not taken within the scope of his/her employment

5.4 PROFESSIONAL DUES - The Board will pay up to \$500 per fiscal year toward each unit member's dues in a state or national professional organization or civic club, subscriptions to education periodicals, or other professional materials, and attendance at approved educational activities **as approved by the superintendent.** A print out will be provided for each Unit II member in January of each year showing the amount of money that has been spent and the amount remaining in the account.

5.5 MILEAGE The Board of Education shall reimburse Unit II member for authorized travel at the IRS approved rate per mile.

5.6 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 at the rate of ten (10) days per year and twelve (12) month employees at the rate of twelve (12) plus one (1) 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 non-duty days. The full allotment of days shall be available for all employees beginning with the first day of the fiscal year. 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 Unit II member who comes to the Somerset County School System from

another county in Maryland and will notify the Unit member of the number of sick days credited to them.

3. The Board shall inform each Unit II member during the month of July of the amount of sick leave accumulated.
4. Unused sick leave shall be cumulative without limit.
5. Unit II members 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. Unit II members 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 Unit II member must return to work unless they resign or request a leave of absence.
6. Unit II members may use accumulated sick leave to care for an ill spouse, family member or child after using 5.7 2B.

5.7 FAMILY AND MEDICAL LEAVE

1. Bereavement Leave - Each Unit II member 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 Unit II member is entitled to five (5) calendar days of leave immediately following the death of an uncle, aunt, niece, and 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 Unit II member 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 - Unit II member 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. Unit II member 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 given 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. Illness in Family 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. Unit II member 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. The

Superintendent shall initiate such leave.

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 the Superintendent approves such absence.
5. A Unit II member 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 Unit II member 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 Unit II member under contract. The Board rewards this advancement with pay and discourages Unit II members 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. A Unit II member may use business leave 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 Unit II member 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.

5.8 Other Leave

1. The Board shall normally grant leaves of absence to Unit II member 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 Unit II members 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/she 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/her leave of absence commenced, including unused accumulative sick leave, will be restored to him/her upon his/her return, and he will be assigned to the same position which he/she 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.
8. Unit II members may join the Unit I sick leave bank and have the same benefits that Unit I members have under Article XIX of Unit I agreement.
9. Annual Leave and Holidays

(1) Annual leave shall be accrued on a monthly basis.

DAYS VACATION	YEARS OF EMPLOYMENT
10 Days	1 - 5 years of twelve month employment
15 Days	6 - 10 years of twelve month employment
20 Days	11 or more years of twelve month employment
25 Days	21 or more years of twelve month employment

- (2) All twelve-month employees will accrue vacation leave on a monthly basis and will be credited with earned vacation days monthly. All twelve-month employees may automatically carry over 25 unused earned vacation days into the next fiscal year. A twelve-month employee may accumulate a maximum of 50 days of unused vacation time. Vacation days in excess of the 50 days will automatically be converted to the employee's sick leave days. Upon retirement, a twelve month employee will be paid for up to 25 days of annual leave at the daily rate at which he/she is paid at the time of retirement.
- (3) Attendance at summer institutes, conferences or other functions to which the employee is assigned shall not be charged against earned vacation time.
- (4) Ten-month employees promoted to twelve-month positions will be given credit for five-sixths of each year of ten month professional experience for the purpose of determining vacation time. A full years experience will be given for previous years that the person has served in a twelve month position.
- (5) Upon request, the Superintendent can authorize additional experience credit for previous professional educational experience outside of the Somerset County Public School System. In no case can credited experience for prior employment outside of the county exceed that which would be available to a Somerset County employee with comparable experience.

Board of Education offices shall be closed in accordance with the school calendar. The Somerset Board of Education observes 15 holidays each year, including but not limited to the following for all employees:

Thanksgiving Day & Friday following
Christmas Eve & Christmas Day & Day after Christmas
New Year's Eve & New Year's Day
Martin Luther King's Birthday
Presidents' Day
Good Friday & Easter Monday
Memorial Day
Independence Day
Labor Day

Presidential/General Election or Day TBA by the Superintendent

5.9 Reimbursement for Courses –

A. Employees 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 employee's assignment or,
 - b. The employee is pursuing an advanced degree and the courses are in the planned program for that degree.

B. The maximum amount of reimbursement an employee 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 employee must meet the following conditions:

1. For courses taken during the academic year, the employee 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 employee 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 employee 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 employee, 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.

5.10 Extra Duty - Unit II members who are allowed to perform "extra duty" services/activities and the extra duty is approved by the superintendent will be compensated at the same rate as those defined in the Teachers association of Somerset County agreement. The Unit II member will only be reimbursed for "extra duty" services/activities that are listed in Tier I thru Tier IV.

ARTICLE 6

School Board Authority

Subject to the terms and conditions of this Agreement and to the provisions of the *Education Article of the Annotated Code of Maryland*, it shall be the exclusive function of the Board of Education and the superintendent of schools to determine the mission of the county public education system and to operate the affairs and direct the personnel of the system in all aspects, including but not limited to the standard of service to be offered; the efficiency of administration; the methods, means and personnel by which such operations are to be conducted; the right to evaluate and to discipline; and to take whatever action and issue rules, policies, procedures and regulations necessary to carry out the mission of the county public education system for which they are responsible and which is entrusted to them.

ARTICLE 7

Grievance Procedure

7.1 DEFINITIONS -

- A. Grievance** - an alleged violation of the terms of this negotiated agreement
- B. Days** - shall refer to working days of the Board of Education central office

7.2 SETTLEMENT OF EMPLOYEE GRIEVANCES - The Association and the Board recognize their responsibility for the prompt and orderly disposition of grievances that arise out of the violation of any of the provisions of this agreement and for securing equitable solutions at the lowest possible administrative level. To this end, the parties agree that the provisions of this article shall provide the means of settlement of all such grievances provided, however, that nothing herein will be construed as limiting the right of any Unit II member to have a complaint adjusted without the intervention of the Association so long as the adjustment is not inconsistent with the terms of this agreement and so long as any costs incurred shall be borne by the individual Unit II member rather than by the Association. All Unit II employees shall have the right of Association representation at each step of the grievance procedure when requested by them.

7.3 PROCEDURAL STEPS - The unit member will first discuss his grievance with his immediate supervisor. Both parties will make efforts to solve the grievance at this informal level. Any grievance that is not resolved informally shall be presented in the following steps:

STEP I - Any grievance not resolved informally shall be submitted in writing to the immediate supervisor provided that such grievance is submitted within fifteen (15) days following knowledge of the act or condition which is the basis of the complaint. The immediate supervisor shall have ten (10) days after receipt of the grievance to investigate the matter, hold discussions with the parties as he deems necessary and give a written decision.

When an item is grieved by three (3) or more unit members and involves only one (1) immediate supervisor, it will be filed at step 1.

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 within five (5) days after receipt of the step 1 decision. The superintendent of schools shall have ten (10) days after receipt of the grievance to investigate the matter, hold discussions with the parties as he/she deems necessary and give a written decision.

Whenever an item is grieved by three (3) or more unit members and involves more than one (1) immediate supervisor, it may be filed at step 2.

STEP 3 - If the grievance is not settled in step 2, the grievant may move it to step 3 by written notice to the president of the board of education within five (5) days after receipt of the step 2 decision. The board of education shall have thirty (30) days to give a written decision, which will be the final disposition of the matter.

A grievance may be withdrawn in writing at any level without prejudice or record.

7.4 EXTENSION OF TIME LIMITS - By mutual agreement of the grievant and superintendent of schools, the time limits stated herein may be extended to allow the collection of pertinent information and to allow the prudent resolution of the grievance.

7.5 ATTENDANCE AT HEARINGS - When it is necessary for any party in interest to attend a hearing or meeting called by the superintendent or the Board concerning the grievance, during the duty day, such employee shall be released without loss of pay.

7.6 CONFIDENTIALITY/REPRISALS - All written and printed matter dealing with a grievance shall be kept in a file separate from the official Central Office personnel file of the Unit II member(s) and no reprisals of any kind shall be taken by the Board against any Unit II member because of their participation in this grievance procedure.

The Board and the Association agree that all grievance procedures shall be kept as confidential as possible.

7.7 COMPLIANCE WITH DIRECTIONS - Until final disposition of a grievance takes place, the grievant shall conform to the original direction or instruction unless directed in writing to do otherwise by an appropriate administrator.

ARTICLE 8 Salary Language

8.1 SALARY SCHEDULE:

The Board Allocation (80-99 points) = 4%

For a score below 80 = 2%

Exceeding standard (100-129 points) = additional 3%

Exceeding standard (>130 points) = 1% bonus

8.2 PLACEMENT ON SCALE - All employees entering Unit II positions for the first time will be placed on Increment 1 of the appropriate scale. Previous satisfactory Unit II service will be credited to any one being employed from outside Somerset County Public Schools or being promoted within the system.

8.3 INCREMENTS - A unit member whose performance is rated less than satisfactory or whose certificate is rated second class will receive no increments for experience accrued during the time of said rating.

8.4 PERFORMANCE BASED APPRAISAL – A task force comprised of a representative cross section of Unit II members will, in conjunction with the superintendent, develop a Performance Based Appraisal System (PBAS) which includes indicators for both meeting and exceeding responsibilities enabling performance and bonus increases. The PBAS will be presented and approved by Unit II and the Board of Education for implementation beginning July 1, 2005.

ARTICLE 9.0 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 Unit member or group of members 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. As prescribed in Article 1.8 of this agreement, 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 10
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, 2008.

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 – UNIT II

CHAIRMAN

PRESIDENT

SUPERINTENDENT

VICE-PRESIDENT