

UNIT I I

ADMINISTRATORS
AND SUPERVISORS
2023-2024

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ARTICLE I GENERAL PROVISIONS

1.1 RECOGNITION — The Board of Education of Somerset County, hereinafter referred to as the Board, recognizes the Somerset Education Association (SEA/MSEAINEA),

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, coordinator, supervisor, and other officially designated positions.

Any disputes which may arise as to whether new positions are to be included in the 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 noted, 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 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 prorated 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.
- D. Superintendent — The Superintendent of the Somerset County Public Schools or designee.
- E. Board — The Board of Education for Somerset County.
- F. Association — The Somerset Education Association (SEA/MSEA/NEA).

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 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, sex or sexual orientation.
- 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 no later than fifteen (15) days after any such holding for the purpose of renegotiating the provisions affected.
- 1.7 DISTRIBUTION — The Board agrees to provide at least one hard copy of the agreement for each worksite for employees to access. The Board will send the agreement to the employee's work e-mail address and will publish the agreement on the system's website.
- 1.8 SUCCESSOR AGREEMENT
- A. Negotiating Teams — Prior to January 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 January 1 and shall end on or about April 1, and no later than May 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 should 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 two (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 — In the event that an impasse in negotiations is declared by the Public School Labor Relations Board pursuant to Article 6-408 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 II ORGANIZATIONAL SECURITY & PROVISIONS

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, sexual orientation, 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 Shelter Annuity programs
4. Summer Savings
5. Health insurance premiums
6. Association Dues
7. Local Credit Union

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 prorated 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 the 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 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 posted on the Board's website in advance of Board meetings. Approved minutes shall be delivered to the Association president by interschool mail when requested to the Board Secretary.

At least once every quarter (90) days, the Board shall provide the Association with a list of all Unit II members, which shall include their name, employee identification number, position classification, home address, work address, and location, home and work site telephone numbers, personal cell phone and work e-mail addresses. The Association agrees that this list will be issued solely for membership purposes.

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 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 III UNIT MEMBERS RIGHTS

3.1 NO REPRISALS — There will be no reprisals of any kind taken against any employee b 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 and just cause. 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.

- A. The Association and the Board agree that all school system employees should be cautious and follow social media when using any type of social media or electronic communications that parents, students and other staff may be able to view and make comments. Annually, the Board will provide training or notification to all employees on the acceptable use of electronic communication and social media, including requirements and limitations included in Board policies.
- B. All employees are expected to dress professionally and appropriately while at work and at all work-related functions. Staff is expected to set positive dress and grooming examples for students.

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, Unit II employee shall have the right to indicate those documents and /or other materials in the personnel file which they believe 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 attached to the file copy.
- E. The Unit II member shall have the right to reproduce any material placed in their personnel file.
- 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. They shall be afforded an opportunity to have a representative attend any investigative meeting. The allegations will only be part of the unit member's evaluation and/or personnel file if deemed substantiated after a complete investigation. Upon request, the Board will provide the unit member or their representative documents and/or information related to any investigation and/or complaint against the unit member as allowed by local, state and federal law, and said allegations are to be recorded as a part of the unit member's evaluation or personnel file.

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 - Unit II members will be provided with legal counsel when required to testify before an administrative board/office/hearing officer or court of law 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.
- 3.10 ASSOCIATION RIGHTS — The Association President will be granted each day, one instructional period (equal to the planning period for their school) or if the Association President does not follow the student schedule, then one hour per day of paid release time, to conduct Association activities. The Association President will use the release time for association business, providing services to members and this time shall include any meetings with the Superintendent of Schools.

ARTICLE IV 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.
1. No tenured employee shall be reassigned due to their position being eliminated through budget cuts or administrative reorganization until Provisional and Non-Tenured employees have been reassigned.
 2. No tenured employee shall be reduced in force (RIF) or laid-off until Provisional and Non-Tenured employees have been RIF'ed or laid off. No

new Unit II employees shall be hired while unit members are in a RIF'ed, laid-off or reassigned due to budget cuts or administrative reorganization. Employees shall retain recall rights for (1) year. Recall will be in reverse order based on seniority. Employees who have been recalled will have their seniority and longevity restored upon being rehired.

3. Employees who have been separated from employment due to a RIF or layoff shall continue to receive insurance through the board for three (3) months with the employee paying their regular cost share. After three (3) months the employee shall be offered insurance through COBRA.
 4. Employees shall receive 30-days notification of any RIF, layoff or reassignment due to budget cuts or administrative reorganization.
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- D. For two years from the effective date of reassignment, a unit member who has been involuntarily transferred to a position of lower pay scale will, upon written request, be given consideration for reappointment into 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.
 - H. Furlough — A furlough is a mandatory reduction in the total number of hours worked in a fiscal year and a reduction in pay equal to the reduction in total number of hours worked. A furlough will be applied to all unit members equally (ex. All unit members will be furloughed 1 duty day, 1 hour, etc.) In the event of a furlough, the Board agrees to discuss the potential furlough at least 30-calendar days prior to the implementation of a furlough, and all unit members will received written communication of a furlough at least 10-days prior to the implementation of a furlough. After the scheduled furlough, all unit members will be expected to return

to work on a normal schedule. A furlough will not impact any other benefits to unit members.

- 4.2 OPPORTUNITY TO CONFER — When administratively feasible, principals will have an opportunity to confer with anyone being considered for an assignment to their staff.
- 4.3 EVALUATIONS — Administrator evaluations and rating procedures shall be in accordance with State Law and State Board of Education Bylaws. Procedures used shall be those jointly developed by the Board and the Association and approved by each party. The Board will publish the procedures in its Policies. A copy of which will be placed on the district website. Changes in procedures will be made only with the consent of both parties.

ARTICLE V 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. Certain limits may apply based upon the insurance carrier. Employees shall refer to the schedule of benefits in effect for the current plan year.

5.2 HEALTH INSURANCE

- A. The Board will not seek funds from ESMEC to supplant Board fund, without providing a health insurance premium holiday or other benefits through negotiations with the Association.
- B. Prior to September 1 of each year, employees able to obtain medical coverage elsewhere may waive medical coverage provided by the Board and receive \$1,500.00.
- C. The Board agrees to offer premium holidays for health insurance (excluding dental) for the first pay period in the month of December 2023.

1. Retirees Health Insurance

- a. Retired employees may elect to participate in Somerset's County's Health Insurance Plan as approved by the Somerset County Board of Education.
- b. 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:
 - 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
 - They meet the requirements of subparagraph (a) except that they may be 55 years in 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
 - They have qualified for a service retirement under the State Retirement or Pension System immediately upon leaving County service, and are 55 years of age or older and have completed at least 10 years of County service immediately preceding retirement, or
 - They have qualified for disability retirement and have completed at least 10 years of County service.
- c. Somerset County Public Schools will provide a cost share for all persons qualified under the above guidelines on the basis of 50% of the cost of a single monthly premium for health insurance up to a maximum of \$300/month (\$3,600/year) plan year. In the event Somerset County Public Schools increases the monthly or yearly allocation, bargaining unit members will also receive an increase in Board contribution.
- d. 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 their employment.

5.4 PROFESSIONAL EXPENSES

A. The Board will pay up to \$1,600 per fiscal year toward each unit member's dues and professional fees in a state or national professional organization or civic club, subscriptions to educational periodicals, or other professional materials, and attendance at approved educational activities as approved by the superintendent. Should a member's professional expenses exceed the amount set in this clause, at the Board's discretion the Board may authorize additional funding to cover all or a portion of the member's additional expense. 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.

B Cell phone allowance: The Board will pay ~~\$150~~ \$180 per 6 months for work-related cellphone use for all Unit II members.

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

5.6 SICK LEAVE

A. 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 plus three (3) additional days and twelve (12) month employees at the rate twelve (12) plus three (3) 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 family illness, 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. Employees that work less than 5 days per week will have their sick leave prorated by the yearly work schedule. No medical proof of illness shall be required for use of sick leave unless, in the judgment of the Superintendent or designee, there has been a systematic pattern of absences or prolonged illness or concern of inappropriate use. A physician's note is required where FMLA applies.

B. 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 sick days accredited to them.

- C. The Board shall inform each Unit II member during the month of September of the amount of sick leave accumulated.
- D. Unused sick leave shall be cumulative without limit.
- E. 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 no later than 12 work weeks after the birth of the child as per FMLA guidelines. Upon the completion of the FMLA time, the Unit II member must return to work unless they resign or request an official unpaid leave of absence. If the Unit II member is married to another staff member, then the maximum amount of leave shall be afforded separately for the two employees.
- F. Unit II members may use accumulated sick leave to care for an ill spouse, family member or child.

5.7 VOLUNTARY SICK LEAVE BANK

- A. 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.
- B. 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.
- C. 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.
- D. Annual rates of contribution shall be determined by the Association and certified to the Superintendent by July 1 of each year.

- E. 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.
- F. 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.
- G. A five member approval committee will be appointed prior to the first day of school; two appointed by the Board and three appointed by the President of the Association; one each from Units 1, 2 and 3. The Committee 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. A contingent of three will be necessary to approve a sick bank request. The committee shall develop its rules and procedures and shall give wide distribution to said rules upon approval of the Board of Directors of the Association.
- H. The Division of Payroll shall approve these bank grants as being for incapacitating illness and that sick leave is exhausted and forward payment authorizations.
- I. Bank grants will not automatically be carried over from one fiscal year to another. All bank grants will end as of June 30 or the last day of the school year and must be renewed through the approval committee and the Division of Payroll each school year.
- J. If a member does not use all the days granted from the bank, the unused sick leave days will be returned to the bank.
- K. 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.

5.8 FAMILY AND MEDICAL LEAVE

- A. Bereavement Leave — Each Unit II member is entitled to five (5) work days of leave, including the day of the funeral, memorial service, or internment following the death of a child, parent, brother, sister, wife, husband, grandparent, grandchild, parent-in-laws or a member of the immediate household. Each employee is entitled to three (3) work days of leave, including the day of the funeral, memorial service, or internment following the death of an uncle, aunt, niece, and nephew. Each

employee is entitled to one (1) work day of leave, including the day of the funeral, memorial service, or internment following the death of brother-in-law, sister-in-law, grandparent-in-law, or grandchild-in-law. Up to two (2) additional days may be requested from the Superintendent for a death outside the immediate area or in the case of unusual circumstances.

B, Personal leave and leave for serious illness of the immediate family may be granted as indicated below in addition to established sick leave policy.

1. Personal Leave — Unit II member shall be entitled to five (5) days of personal leave per year without loss of pay to matters which cannot be scheduled outside school hours. Such leave will be taken in increments of at least one-half day. Unit II members who do not use their personal leave will have it converted to sick leave at the end of the school year. There will be no carry-over and no borrowing of personal leave, except in the case of emergency. Requests for personal leave must be submitted in writing to their supervisor at least seventy-two (72) hours before the leave is to be taken.

C. 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.

D. 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.

E. A Unit II member may be absent without loss of pay for court summons or any legal proceedings if they are required by law to attend. In the case of jury duty, a Unit II member will receive their regular salary, however, the employee shall be required to submit a certificate of attendance. Employees must return to work if attendance for juror or witness service lasts less than one-half of their work day, including reasonable travel time from the court to their work location and a duty-free lunch.

F. 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.

- G. A Unit II member shall be granted one (1) day of leave with pay to receive a graduate degree awarded on a school day. One (1) day of leave with pay (special leave) shall be given to an employee attending a graduation of an immediate family member receiving a higher education degree. Additional leave may be granted by the Superintendent for travel purposes if the college/university is out of the area. Proof of attendance is required.
- H. Additional leaves of absence with pay may be granted at the discretion of the Board.

5.9 OTHER LEAVE

- A. The Board shall normally grant leaves of absence to Unit II member of Somerset County without pay but will extend full experience credit for:
 - 1. Military Service
 - 2. Peace Corps
 - 3. VISTA
 - 4. Association activities (local, state, or national)
 - 5. 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.]
- B. The Board shall normally grant leaves of absence to Unit II members without pay and without experience credit for:
 - 1. Severe illness of member of the teacher's family
 - 2. Campaigning for or serving in a public office
 - 3. Teaching in an accredited college or university
- C. 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.
- D. 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 they had not been absent. An employee will not receive an increment credit for time spent on a leave granted pursuant to Item 2.
- E. All benefits to which an employee was entitled at the time their leave of absence commenced, including unused accumulative sick leave, will be restored upon return, and they will be assigned to the same position which they held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

- F. All requests for extended leaves of absence will be made in writing to the Board by May 30, except in cases of emergency.
- G. Family & Medical Leave Act of 1993 — The provisions of 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. Paid leave hours shall be considered work hours for the purposes of calculating hours worked under the FMLA. If a Unit II member is married to another staff member, then the maximum amount of FMLA leave shall be afforded separately for the two employees.
- H. 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.
- I. Annual Leave and Holidays

- 1. Annual leave shall be accrued on a monthly basis. Employees are eligible to use it as soon as it is earned. These days can be used upon the approval of the employee's supervisor.

DAYS VACATION	YEARS OF EMPLOYMENT
15 Days	1 - 5 years of twelve month employment
17 Days	6 - 10 years of twelve month employment
22 Days	11 or more years of twelve month employment
27 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. 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 July 1. Upon separation from the bargaining unit, a twelve-month employee will be paid for all annual leave days accrued at the daily rate at which they are paid at the time of separation.
 - a. Optional Annual Leave Incentive:
At his/her own option, an employee may elect a lump-sum payment for up to seven (7) days of annual leave in excess of fifty (50) days each fiscal year. Notification of this conversion shall be made by May 1st with payment made by July 15th. Additionally, at their own option, an employee may place all or a portion of the lump-sum payment into a tax-deferred or tax-sheltered annuity plan offered by the Board. **In Fiscal**

Year 2025, the lump-sum payment increases to eight (8) days; Fiscal Year 2026, the lump-sum payment increases to nine (9) days; Fiscal year 2027, the lump-sum payment increases to ten (10) days.

- b. Attendance at summer institutes, conferences or other functions to which an employee is assigned shall not be charged against earned vacation time.
- c. Ten-month employees, who are currently working for the Somerset County Board of Education, and who are 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 year's experience will be given for previous years that the person has served in a twelve month position while working for the Somerset County Board of Education.
- d. Upon request, the Superintendent can authorize additional experience credit for previous professional education experience outside of the Somerset County Public School System. In no case can credited experience for prior employment outside the county exceed that which would be available to a Somerset County employment with comparable experience.
- e. Board of Education offices shall be closed in accordance with the school calendar. The Somerset Board of Education observes the following holidays each year, including but not limited to the following for all employees:

Wednesday before Thanksgiving, 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
Juneteenth Day
Independence Day
Friday before Labor Day and Labor Day
Presidential/General Election
Primary Election Day, if designated by the Superintendent

5.10 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 July 1st through June 30th of the fiscal year.
- a. This reimbursement will be paid for courses taken within thirty (30) days of completion of the course.
 - b. Reimbursement will be paid upon presentation of the proper claim form, grade slip(s) for courses taken during the semester or year.
 - c. The claim form must be signed by the person seeking reimbursement and that person's supervisor indicating that the courses taken were approved.
 - d. Approval of courses will be based upon the following criteria:
 - i. The courses will be in the content area of the employee's assignment, or
 - ii. The employee is pursuing an advanced degree and the courses are in the planned program for that degree.
- A. The maximum amount of reimbursement an employee may receive toward approved undergraduate and graduate credit will be \$4,200 per school year for tuition and mandatory fees charged at the time of enrollment.
- B. 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. Employees that are leaving SCPS employment must repay their tuition reimbursement amount within 30 days of separation of employment or set up a payment plan with the Human Resources Supervisor. If repayment is not made, legal efforts will be made by the Board to recoup the reimbursement. The Superintendent at their discretion could waive all or a portion of the reimbursement owed due to extenuating circumstances.
 2. Credits must be taken at an accredited degree-granting institution.
 3. The grade of "B" or better must be earned during 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 NCI-B leading to the obtainment of an advanced professional certificate, Master's Degree, Certificate renewal of Doctorate Degree.
9. Employees who permit the certificate to become provisional will have their salary frozen until his/her certificate is renewed.

5.11 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 Teacher's association of Somerset County agreement.

ARTICLE VI SCHOOL BOARD AUTHORITY

6.1 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 VII

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.
- C. Grievant—A "grievant" shall mean an employee or group of employees or the Association filing a grievance.

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 the Association is included in the settlement discussions. All Unit II employees shall have the right of Association representation at each step of the grievance procedure when requested by them. A grievance may be withdrawn in writing at any level without prejudice or record.

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

STEP 1 — 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 (ten) days after the 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 supervisors, 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.

STEP 4 - ARBITRATION — If the grievance is not settled in Step 3 within thirty (30) days the Association may move the matter to arbitration. No grievance may be submitted to arbitration without the consent of, and representation by, the Association. The Board and 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 their issue between the Association and the Board.

The arbitrator 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 employee(s) or 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.

7.3 EXTENSION OF TIME LIMITS - By mutual agreement of the grievant and superintendent of schools or designee, the time limits stated herein may be extended to allow the

collection of pertinent information and to allow the prudent resolution of the grievance.

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

7.5 CONFIDENTIALITY/REPRISALS — All written and printed matter dealing with a grievance shall be kept in a file separate from the 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 Association agree that all grievance procedures shall be kept as confidential as possible.

7.6 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 VIII SALARY LANGUAGE

8.1 PLACEMENT ON SCALE — The Board and Association agree to establish a salary schedule with 15 steps for Unit II employees. Initial placement on this salary scale will take place July 1, 2013.

Promotions: To be considered a promotion, within the unit, the new position must be at a higher pay grade than the unit member currently occupies. Promotions shall be made in a manner that the employee promoted shall move to the same step of the new position. Placement on the salary schedule shall be made according to the following steps:

1. If the employee is currently employed, on a ten-month, eleven month, or twelve-month assignment with Somerset County Public Schools, the values of their current salary will be computed based on the number of months of the new assignment.

2. Based on the salary range (step 1-15) for the new position, the employee will be placed at the higher salary (as established on step 1 above) of the new schedule plus one step.

Movement to a Lower Grade: If an employee, currently employed with the Somerset County Public Schools, voluntarily or involuntarily, moves to a lower pay grade within Unit II, than the employee currently occupies, the employee will be moved to the step on the lower pay grade which corresponds with the step on the higher pay grade the employee is moving from.

On July 1, 2023 eligible employees shall receive a step increment.

Unit II members shall receive a 4% Cost of Living Adjustment. The payscales shall be adjusted.

On July 1, 2022 salary schedules shall be adjusted as follows:

- Elementary Vice Principals on Grade 16 shall move to the Secondary Vice Principals scale Grade 17 with appropriate placement on the scale.

e Example: VPES step 6 shall move to VP Secondary step 6z plus a step with final placement on step 7.

- Remaining unit members on Grade 16 scale shall receive a two-percent (2%) COLA adjustment to the scale.

Elementary Principals on Grade 18 shall move to the Secondary Principal scale Grade 20 with appropriate placement on the scale.

- Example: Elementary Principal step 6 shall move to Secondary Principal step 6. plus a step with final placement on step 7.
- Supervisor on Grade 19 shall move to current Director Grade 38 scale with appropriate placement on the scale. Grade 38 scale will be retitled Supervisor Scale.
- Example: Supervisor step 6 shall move to current Director step 6. plus a step with final placement on step 7.

e Remaining unit members on Grade 19 shall receive a two-percent (2%) COLA adjustment to the scale.

- Director on Grade 38 shall move to the current Deputy Superintendent scale Grade 59 with the appropriate placement on the scale. Grade 59 scale will be retitled Director scale and \$1000 shall be added to each step on the pay scale.
- Example: Director step 6 shall move to current Deputy Superintendent step 6, plus a step with final placement on step 7.
- A new Deputy Superintendent scale shall be established at five-percent (5%) higher than the current Deputy Superintendent Grade 59 scale with movement to the appropriate step on the new scale..

e Example: Currently on step 6 shall move to the new step 6z plus a step with final placement on step 7.

- CTE Principal and CTE Assistant Principal shall receive a two-percent (2%) COLA adjustment to their pay.

e Secondary Vice Principals shall receive a \$2,500 pensionable add-on to their pay.

- Secondary High School Principals shall receive a \$4,500 pensionable add-on to their pay.

e Secondary Vice Principals who are on Step 15 as of June 30, 2022 will receive a one time stipend of \$1,500 added to their salary for the 2022-2023 school year.

e The Board and the Association agree to compare Unit ii salary scales annually to the Unit

1 salary scales to prevent compression of Unit II salaries.

Assistant Principals shall receive one-half of any enrollment add-on that is given to the Principal of their respective school.

2023-2024 PAYSCALE

(* *can be found on the SCPS Human Resources Page> Current Employees> Unit II Salary Scales FY24)

8.2 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.

8.3 EXTRA DUTY PAY SCALES

A. The Board and the Association agree to review Article XVII (Unit 1) at least every 3 years. A. Should a new sport or activity be added compensation for the new activity will be subject to negotiations prior to its inclusion in the Extra Duty Pay schedule.

8.4 ATTENDANCE BONUS

A. The Board will provide a Perfect Attendance Bonus to all employees that have perfect attendance of \$600 per year. Personal Leave, Annual Leave, Bereavement for immediate family, and absences due to court summons or any legal proceedings if the Unit II member is requires by law to attend are excluded from the Perfect Attendance criteria.

B. The Board shall pay each retiring employee, no later than July 15th following their retirement, \$50 per day for a maximum of 250 days for each unused sick day, given that the employee provides notice of retirement no later than five (5) months prior to his/her retirement date.

8.5 LONGEVITY — Longevity will be paid based upon years of service worked on a full-time basis in Somerset County Schools (regardless of position). Longevity will be paid and added to the employee's standard salary at 20, 25, and 29 years of service. The longevity amount will be \$1,560 at each interval.

8.6 UNIT II LONGEVITY — Upon completion of ten (10) years and fifteen (15) years of service and twenty (20) in a Unit II position with the Somerset County Public Schools, said unit

member will receive a longevity payment of \$1,000 which will be paid and added to the employee's standard salary at each interval.

8.7 EDUCATION PAY

MA + 30....\$1,500

MA + 60 ...\$1.500 (Total of \$3,000)

Doctorate...\$2.500 Total \$4,500)

- *For MA the following classes qualify: Post graduate classes, **undergraduate** and MSDE Continuing Education classes.
- Education Pav will be added to the employee's standard pav.

ARTICLEIX

GENERAL PROVISIONS

- A. 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.
- B. 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.
- C. The Board and the Association agree to form a committee to focus on the changes/impact of the Maryland Blue Print/Career Ladder on Unit II. The committee will be composed of 5 representatives from the Board and 5 representatives from Unit II selected by the Negotiations Chair of Unit II. The committee shall be formed no earlier than July 15, 2023 and shall issue recommendations no later than February 1, 2024 for consideration by both the Board and Unit II negotiations teams.

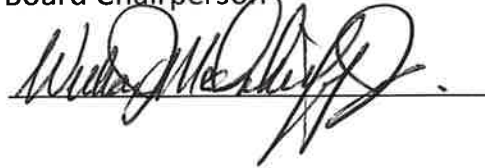
ARTICLE X DURATION

Entered this 20th day of June 2023 by and between the Board of Education of Somerset County and the Somerset Education Association.

The provisions of this Agreement shall become effective on July 1, 2023 and shall continue in full force and effect until June 30 2024. The Board and the Association of Somerset County and the Somerset Education Association will meet annually during this period to discuss salary and a mutually agreed upon article.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS DOCUMENT TO BE EXECUTED BY
THEIR
DULY AUTHORIZED REPRESENTATIVES THIS 20th day of
JUNE 2023

Board Chairperson



SEA REPRESENTATIVE

