



Charting A Course To Excellence



"Work Hard & Be Nice"

July 1, 2009 –
June 30, 2012

Agreement Between the Education Association of St. Mary's County
and the Board of Education of St. Mary's County

Collaboration



Non-discrimination Statement

The St. Mary's County Public School System does not discriminate on the basis of race, color, gender, age, national origin, marital status or sexual orientation, religion, or disability in matters affecting employment, admission to or treatment in providing access to programs. For inquiries related to this policy, please contact:

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PREAMBLE

The Board of Education of St. Mary's County and the Education Association of St. Mary's County recognize that the development of a quality educational program for the children of the county is a joint responsibility which can be best achieved by agreement that both parties work toward common goals. The Board and the Association enter into this Agreement with mutual dedication, recognizing that the experience, creativity and judgment of both parties are necessary to meet the educational needs of the community. We mutually pledge to follow this Agreement with patience, understanding and good will.

ARTICLE I DEFINITIONS

The following list of terms will be used frequently in the Agreement and whenever they are used will refer to the definitions described below unless otherwise stipulated.

- A. Board - The Board of Education of St. Mary's County.
- B. Association - The Education Association of St. Mary's County.
- C. Unit Members - Certificated professional employees of the Board and registered nurses, pupil personnel workers, psychologists, occupational therapists, physical therapists, speech language pathologists, audiologists, and any other employees specified in COMAR who are employed on a regular basis full-time or part-time (at least half time) except those who are deemed confidential employees.
- D. Confidential Employee - An individual whose employment with the Board requires knowledge of the Board's posture in negotiations.
- E. Professional Employee - A certificated employee of the Board who is employed on a regular basis full-time or a part-time employee employed at least half time.
- F. Superintendent - The Superintendent of the St. Mary's County Public Schools or designee.
- G. Negotiations Law - Section 6-401 et seq. of the Education Article of the Maryland Code (1978).
- H. Per Diem Rate – An employee's per diem rate is their annual salary including step, longevity, and stipends for the given year divided by the number of duty days stipulated in Article V for that employee's current job assignment. Eligible stipends will be those that are specifically identified in this agreement as earnable income for the purposes of pension. The per diem rate may be prorated if less than a full duty day is worked.
- I. Workday - Any day the unit member is scheduled to be on duty.

ARTICLE II RECOGNITION

- A. The Board recognizes the Association as the exclusive negotiating agent for all certificated professional employees of the St. Mary's County Public School System with regard to all matters relating to salary, wages, hours, and other working conditions. The Superintendent of Schools and those persons designated by the Board to act as its representatives in negotiations pursuant to the Negotiations Law are excluded.
- B. The Association recognizes its responsibility to represent fully and equally without discrimination all the members of the unit in the administration of this agreement.

**ARTICLE III
PROFESSIONAL EMPLOYEES ASSIGNMENT**

- A. Professional employees under contract will be provided written notice of their placement on the salary scale, salary, and assignment for the forthcoming school year as soon after June 1 as possible but not later than July 1. Changes in assignments for the next school year, or those made after the initial assignment has been accepted, will be made by the Board only after professional employees are invited to express their preferences. Careful consideration will be given to these preferences. In the event that these changes in assignment are necessary after the end of the school year, all professional employees affected will be promptly notified of such changes. Professional employees employed after July 1 of any school year will be advised in writing of their placement on the salary scale, salary, and site assignments for the ensuing school year. The Board will strive to assign teachers in their fields of preparation.
- B. Changes in assignment will be made only after a meeting between the professional employee involved and the appropriate administrator where the considerations for selections will be discussed. If the decision stands following the employee/administrator meeting, the final assignment and considerations shall be summarized in writing.
- C. In order to secure adequate time for personal and professional preparation for instruction, all employees shall also receive written notice of their class and/or subject assignments, building assignments, and room assignments for the forthcoming year as soon as the information is available, but no later than August 1 if possible. Employees who are reassigned after July 15, and who so request, shall be released from their SMCPS contracts without prejudice up until August 5.
- D. After August 1, the proper administrator will meet with the employee and the considerations for assignment will be discussed. If the decision stands following the employee/administrator meeting, the final assignment and considerations shall be summarized in writing.
- E. In order to promote collaboration and commitment, changes in assignment will be voluntary to the extent possible. Volunteers shall be sought for possible changes prior to changes in grade assignment within an elementary school and prior to subject/grade assignment within a secondary school. The fact that a teacher volunteers for an assignment shall not be a guarantee that the teacher will be selected.
- F. In changes of assignments and reassignments, factors such as certification, experience, and subject matter expertise will be considered.
- G. Reasonable effort shall be made to assign teachers to subjects or grades or other classes (1) within the scope of their teaching certificates or their major or minor fields of study and (2) based on their experience.
- H. Professional employees being involuntarily transferred or reassigned have the right to request to return to the school from which they were transferred if a position for which they are qualified opens prior to the first duty day for employees. The professional employee being involuntarily transferred shall be considered insofar as possible for

known vacancies for the following school year before these positions are made available for new applicants.

- I. In arranging schedules for unit members who are assigned to more than one (1) school, an effort will be made to limit the amount of inter-school travel. Unit members shall be notified of a change in their schedules as soon as practical. Employees who are assigned to more than one (1) site shall select, with input from their supervisor, which of their assigned sites will serve as a home site for the purposes of mail, paychecks, storage, staff meetings, and other forms of communication from outside their school.
- J. Although it is the responsibility of each certificated employee to maintain his/her certification, each professional employee will be notified at least one year in advance of the expiration date of his/her certificate.
- K. The Board may re-hire retired professional employees for teaching positions. Said re-hired retired teachers will be hired on a non-tenured one year renewable basis, shall be placed on the teachers' salary scale at the last step held prior to retirement, and shall be entitled to the same contractual protections, sick leave, personal leave, and health care benefits provided to other unit members under this Agreement.
- L. New teachers who were previously hired by the Board as paraeducators II shall be granted paraeducator service credit for up to ten years of Board service for the purpose of placement on the teacher's salary scale. This credit shall be applied at the rate of one year's credit (step) for every two years of Board paraeducator II service (a maximum of five steps based on ten years of Board paraeducator II service). This credit shall apply retroactively to any new teachers who were previously Board paraeducators II and were hired as new teachers in 2004 or after.

ARTICLE IV WORKING CONDITIONS

- A. Professional Staff
 - 1. The Board and the Association remain committed to the Board goals for class size established as of July 1, each year.
 - 2. The Board will provide all elementary school teachers a minimum of 225 minutes per week within the students' day for planning. In all elementary schools, the minimum time shall be scheduled for each teacher in blocks of not less than thirty (30) minutes (when possible) per day and shall be free from student responsibility within that time during the student day. Effort will be made to provide equitable distribution of this planning time throughout the week in keeping with the desires of the staff of individual schools.
 - 3. Secondary teachers will normally be provided with a minimum of five planning periods per week.
 - 4. Every unit member shall be provided with a duty-free lunch period each regularly scheduled school day. The period shall extend for at least thirty minutes.

5. The teachers of each school shall elect one EASMC member to the School Improvement Team.
6. Each School Improvement Team (SIT) will be provided with ten (10) substitute days per year for SIT activities.
7. Where possible, the Board will provide each unit member a private lockable space.
8. Secondary principals shall make a good faith effort to assign teachers in a manner that minimizes the number of class preparations to the extent possible.
9. In order to organize and plan for class and material transitions unique to their floating assignments, teachers without their own rooms shall not be assigned additional duties within the duty day before or after school.
10. SMCPS recognizes the significant workload of bargaining unit members and commits to working with the Calendar Committee to make more time available for the performance of professional responsibilities (without students) during the duty day, with a long-term goal of having some time available each month.
11. Teacher planning time shall be devoted to professional activities such as planning the instructional program; conferring, collaborating, or meeting with students, parents, colleagues, and administrators; reviewing and analyzing student data; studying and researching; monitoring records; and any other professional endeavors. In accordance with these items, teachers will be responsible for determining the use of their planning time. However, principals and teachers are expected to work together to develop schedules that fully honor the negotiated agreement and allow for collaborative planning activities.

B. Travel Reimbursement

For prior approved official school system business, authorized employees in the unit shall be reimbursed for use of their private vehicles at the IRS rate. Tolls and parking fees will be paid provided validated receipts are submitted.

C. Substitutes

The Board shall provide a substitute in the event that a regular teacher is absent for one or more half days. Unit members shall not be held responsible for securing their own substitutes; however, teachers will utilize sub finder to report the day or days they will be absent. In the event that the Board is unable to secure a substitute, it may request that unit members volunteer for such work. Unit members volunteering for substitute work when requested shall be compensated at the rate of \$20.00 per each regular class period (up to 50 minutes).

D. Work Hours

The normal school day shall be 7½ hours per day except for "reasonable academic activities" traditionally carried on after normal school hours. With advanced permission from their direct supervisor, Infant and Toddler Team employees (including teachers and therapists) who are required to conduct home or daycare visits beyond the traditional duty

day may flex their schedules on the same day as the visit in order to maintain the contractual 7½ hours per day.

E. Reduction in Professional Staff

1. When there is to be a reduction in force (RIF) for unit members for which a certificate or license is issued, the unit members in that field shall be laid off in the following order.
 - a. Provisionally certificated or licensed unit members
 - b. Probationary unit members
 - c. Tenured unit members
2. No tenured unit members shall be laid off until all probationary unit members in their field of certification/licensure have been laid off; no probationary unit members shall be laid off until all provisional unit members in their field of certification/licensure have been laid off.
3. Tenured unit members shall be laid off in each field of certification/licensure in inverse order of the length of total satisfactory service as a unit member in the St. Mary's County Public Schools.
4. When positions in their fields of certification/licensure become vacant, tenured unit members who have been laid off shall be recalled in order of the length of total satisfactory service as unit member in the St. Mary's County Public Schools. They shall be notified of recall by certified mail. Within fifteen days of an offer to return to employment the unit member shall accept the position in writing or it shall be deemed that he/she has declined the offer. It shall be the responsibility of each laid-off unit member to keep the Human Resources Department informed in writing of any change in address. Unit member shall remain on the recall list for three years.
5. Unit members on leave of absence shall be eligible for lay-off as though they were in active service.
6. Tenured unit members on the recall list shall have the option of continuing membership in the Board's group hospital-medical plan by paying the full premium cost to the Board each month after the first three months. The Board will continue coverage for three (3) months after the RIF at the regular percentage of premium split defined in Article VII of this agreement.

F. Administrative Responsibility for Student Disciplinary Procedures

1. The site administrator shall invite all members of the faculty and administration to collaborate in the development of appropriate student disciplinary practices or procedures.
2. It shall be the site administrator's responsibility to inform, in writing, the faculty and staff of the school disciplinary practices as soon as possible.

**ARTICLE V
DUTY DAYS**

The Board will require one hundred ninety (190) duty days for ten-month employees and two hundred twelve (212) duty days for eleven-month employees. The Board will require one hundred ninety-one (191) duty days for all first-year ten-month employees. The number of duty days for twelve-month employees shall be determined by subtracting Saturdays, Sundays, and holidays from the total days in the calendar year.

**ARTICLE VI
SALARY**

- A. Eligible unit members shall receive the regular step progression and COLA as set forth in the salary scales as defined below.
 - 1. School Year 2009-2010: a 1.8% COLA effective July 1, 2009 with employees' placements on steps remaining at 2008-2009 levels.
 - 2. School Year 2010-2011: To be determined. See Section XXV, Duration.
 - 3. School Year 2011-2012: To be determined. See Section XXV, Duration.
- B. All employees will be paid in twenty-six (26) installments during the year. Upon termination an employee may request in writing prior to June 1 any balance due him/her.
- C. The following will apply to psychologist and pupil personnel workers employed prior to July 1, 1983.
 - 1. Salaries will be adjusted at the same percentage rate applied to the teacher's scale.
 - 2. Footnotes applicable to the administrative and supervisory salary structure will continue to apply.
- D. The following will apply to principal substitutes, department chairpersons, and team leaders.
 - 1. Elementary principal substitutes shall receive \$2,250 above their base salaries.
 - 2. High school and middle school department chairpersons; middle school team leaders; elementary school primary (grades pre-K-2); intermediate (grades 3-5) level chairpersons and special education department chairpersons working with three to five staff members (professional and paraprofessional) exclusive of the chairperson shall receive \$1,000 above their base salary for the performance of said duties. Department chairpersons and middle school team leaders working with six (6) to ten (10) staff members (professional and paraprofessional) exclusive of the chairperson shall receive \$1,200 above their base salary for the performance of duties as department chairpersons or middle school team leaders. Department chairpersons working with eleven (11) or more staff members (professional and paraprofessional) exclusive of the chairperson shall receive \$1,400 above their base. All teachers whose

class assignments fall under more than one team or department will be counted for each team and/or department.

- E. Mentors to new teachers will be assigned on a voluntary basis and they shall receive \$700 above their base salary for the performance of said duties. For each additional assigned mentee, the mentor will receive \$300. No teacher will be expected to perform mentor responsibilities unless they have a signed agreement issued from the Director of Human Resources.
- F. A bargaining unit member who has obtained National Board Professional Teaching Standards certification (NBPTS) will receive \$3,000 per each year their NBPTS certificate remains in good standing.
- G. The salary for eleven-month teachers who volunteer for assignment in the 11-month position shall be equal to 110 percent (110%) of the salary for which those teachers would qualify if employed in a ten-month position.
- H. Employees holding a license or certificate required for their employment, other than a license provided by the Maryland State Department of Education, shall receive reimbursement for the payment of the required license or certification fee, or for the fee paid for renewal of said required license or certification, or for the cost of programs and/or courses required for continuation of licensing, approved in advance. The total reimbursement shall not exceed \$500 per year.
- I. Bargaining unit employees assigned to evening school, summer school, or both, shall be paid at the established hourly rate for stipends.
- J. Appendix D lists the stipends currently being paid to bargaining unit employees. A Joint Study Committee will review these stipends and the joint process for determining them, and submit written recommendations to the bargaining teams for consideration during negotiations for years 2 and 3 of this agreement.

ARTICLE VII INSURANCE

- A. The Board will provide health care benefits to include: Hospitalization, Major Medical, Dental, Prescription, and Vision Care.
 - 1. The benefit package offered by the Board will include the following changes.

All employees and/or retirees not eligible for Medicare will have a choice of two plans: the Preferred Provider Network (PPN) and Blue Choice (HMO).
 - 2. For each professional employee employed for 30 or more hours per week that is enrolled in either the PPN or the HMO, the Board shall pay an amount equal to 85% of the premium cost of the individual and dependents' group health care benefits as outlined in A. above. For each professional employee employed fewer than 30 hours but not less than 18.75 hours per week that is enrolled in either the PPN or the HMO, the Board shall pay an amount equal to 42 ½ % of the premium cost of the individual and dependents' group health care benefits as outlined in A. above.

3. The Board will continue to support the group insurance plan for retired employees who retired prior to July 1, 1998. The Board will support the group insurance plan for those employees retiring thereafter, provided retiring employees who have participated in the plan have been employed by SMCPs for ten (10) or more years. The payment will be based on the total years of service in SMCPs as follows.

Years of Service in SMCPs	Board % Contribution for Retirees
10 - 19	55%
20 - 29	60%
30+	65%

- B. For each professional employee employed for 30 or more hours per week, the Board shall pay 90% of the premium cost for term life insurance equal to their annual salary to the next highest thousand. For each professional employee employed fewer than 30 hours but not less than 18.75 hours per week, the Board shall pay 45% of the premium cost for term life insurance. A professional employee may elect to increase the value of their term life insurance policy in increments of \$10,000 (if the value exceeds two times their annual salary, evidence of insurability may be required) providing the employee pays 100% of the additional premium cost.
- C. The Board shall continue to operate the county wellness program, which will be monitored by a countywide wellness committee.
 1. The Wellness Committee shall include equal Board, EASMC, and CEASMC representation.
 2. The Wellness Committee shall meet at least four (4) times per year.
 3. The Board shall provide each employee with a copy of the Wellness Program's schedule of services and activities prior to the beginning of each school year.
- D. The Board agrees to make the requisite payroll deductions to enable the Association to administer, without premium cost to the Board, a long-term disability plan.
- E. All other specifications not changed herein shall remain pursuant to the current insurance document.
- F. The Board of Education shall continue a Section 125, premium conversion plan, to allow unit members to pay health insurance premiums through pre-tax deductions. The Board shall offer employees Flexible Spending Accounts (FSAs) in 2011-2012. A Joint EASMC/CEASMC/Board FSA Study Committee shall be formed to explore options and issue joint written recommendations in writing to the Board and to the Association for future implementation.
- G. The specifications of the Health Insurance Plan(s) for employees of the Board of Education of St Mary's County will be reviewed in the spring of each year by a Joint Insurance Study Committee, comprising an equal number of representatives appointed by CEASMC, EASMC and the Board. Any modifications to the Health insurance benefit recommended by the joint committee will be forwarded to the CEASMC, EASMC and

Board Bargaining Teams, as well as to the Superintendent and the CEASMC and EASMC Presidents, for consideration and possible inclusion in the follow-on Negotiated Agreement. EASMC agrees that the CEASMC President may appoint to the Joint Insurance Study Committee a number of representatives not to exceed the number appointed by either EASMC or the Board.

ARTICLE VIII LEAVES

A. Approval Procedure

1. Before a professional employee takes annual or personal leave, the number of days requested must have been earned and prior approval must be secured in the following manner.
2. Except in an emergency, all employees shall have the approval of their immediate supervisor.
3. Except in an emergency, all employees shall have the approval of either the Chief Operating Officer or the Chief Academic Officer (as appropriate) at least 2 weeks prior for personal leave on the day before or the day following a school holiday, the first or last day of the school year, or on a staff development day.

B. Absence Regulations

1. Deductions for absences will be maintained on a current basis. Deductions for absences during one pay period will be made from the next pay period check. Termination pay during the year will be on the following pay period. Termination pay at the end of the school year will be made on the pay period immediately following June 30.
2. It is the teacher's responsibility to notify the site administrator, as soon as possible, whenever he/she expects to be absent from his/her position. When a teacher has been absent, he/she should inform the principal at least one day in advance of the date he/she expects to return. Teachers who are unable to begin teaching because of illness at the opening of school in the fall will receive a salary check based on their cumulative sick leave or based on the annual total which shall be available at the beginning of the school year after the first day of duty.
3. The full payment of the annual salary will be based on the attendance of the professional employee. This attendance will be calculated as provided for in the annual operational calendar. Professional employees' absences shall be reported on an appropriate form. This report shall be submitted to the site administrator or to the appropriate supervisor or director and kept in their files. Attendance shall be reported by the site administrator at the end of each pay period explaining the reasons for absences. When requested, supporting data shall be submitted with the site administrator's report. As may be required by the Superintendent of Schools, compensatory leave or additional pay will be granted for duty days in addition to the designated days.

4. For each day of absence for which the professional employee has insufficient leave available, a deduction of one (1) times his/her per diem rate of pay will be made.
5. To encourage recruitment of highly qualified personnel, previously accumulated sick leave days will be restored to all employees who return to employment with the Board. Credit will also be given for prior sick leave accumulation from a Maryland public school system provided the amount earned per year does not exceed the number of days eligible in the St. Mary's County Public School System.

C. Leave With Pay

1. Sick leave will be allowed at the rate of one (1) day per month and may be accumulated from year to year without limitation. Except in cases of catastrophic illness, no transfer of sick leave between employees will be honored. A joint committee will define catastrophic illness and develop eligibility criteria guidelines. Absences for the following reasons will be charged against sick leave.

a. Personal Illness

- 1) The Superintendent or designee may require a doctor's certificate of illness or a letter of explanation from the employee if a doctor was not in attendance whenever there is reason to believe that an absence is not due to a bona fide illness.
- 2) A professional employee shall, at her request, be allowed to use sick leave for an absence due to disability connected with or resulting from pregnancy. A physician's statement verifying that she is disabled due to causes contributed to by pregnancy shall be required. If the Board has reasonable cause to believe that the professional employee's health would be endangered by continued employment, it may require the professional employee to obtain her physician's verification stating that she is physically able to continue her duties. The professional employee must return to work as soon as her health permits unless she resigns or requests a leave of absence. Before returning to duty, the professional employee may be required to present a physician's certificate stating that she is physically able to resume her duties.
- 3) A professional employee shall, at his/her request, be allowed to use up to 30 days of accumulated sick leave for care of an adopted infant. Sick leave shall commence upon the professional employee receiving defacto custody of said infant or earlier if necessary to fill the requirements of adoption. Said professional employee shall notify the Superintendent in writing of his/her desire to take such leave, and except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which he/she wishes the leave to begin. Written notice, when the employee is ready to return to work, should be provided two weeks prior to the return date.

b. Illness in Family

These days shall be deducted from accumulated sick leave. No more than seven days in one year will be allowed unless leave has been approved under the Family and Medical Leave Act (FMLA).

c. Quarantine

When a communicable disease occurs in the home in which a professional employee resides, the professional employee shall state the disease and dates of quarantine.

d. Sick Leave Bank

- 1) There shall be a sick leave bank for employees. The Sick Leave Bank Committee shall review all applications/requests for the donation of sick leave and shall be comprised of a representative of the Human Resources Department serving as chairperson, two EASMC representatives appointed by the EASMC President, and two CEASMC representatives appointed by the CEASMC President. The normal term of committee members shall be two years. The respective presidents will appoint replacements. All parties recognize that due to the personal and sensitive nature of sick leave donation review, the complete confidentiality by the Sick Leave Bank Committee members is essential.
 - 2) The Sick Leave Bank Committee, the EASMC and CEASMC Presidents, and the Maryland State Teachers Association/Maryland State Education Association (MSTA/MSEA) UniServ Director shall meet no less than annually for a Sick Leave Bank Procedural Review. The purpose of the meeting will be to review sick leave bank guidelines and update them if deemed necessary by the majority of the review attendees.
2. Three days of personal leave with pay are allowed in accordance with the procedure set forth in Article VIII, Paragraph A, and shall not be charged against professional employee's personal sick leave. If these days are not utilized during the year, it shall be added to the professional employee's accumulated sick leave. Permission for such leave must be obtained in advance, except in an emergency, as indicated in the approval procedure. Certificated twelve-month professional employees entitled to annual leave under number 3 below will not be eligible for this leave. Absences for the following reasons will be charged against personal leave.
- a. Personal Reasons
 - b. Graduation Exercises - Examinations

Leave will be granted a professional employee who is being awarded a degree or is taking a master's or doctoral examination.
 - c. Religious Observance

Advanced approval is required.
3. Twelve-month professional employees are entitled to annual leave on the following employment basis.

Years	Days
1 - 4	15
5 - 9	19
10-19	22
20+	24

- a. Supervisors responsible for approving leave requests shall answer the request within five workdays of receipt of an SMCPS leave request form.
 - b. This leave shall be accumulative to forty-two (42) days. All unused days per year beyond forty-two (42) shall be carried over as sick leave. The transfer of days over forty-two (42) shall be made September 30 of each year.
 - c. Personnel enrolled in full-time (six weeks) summer school will have their annual leave benefit reduced by eleven (11) days.
4. Absences for the following reasons will be charged to administrative leave with no loss in salary.
- a. Bereavement Leave

Employees shall be entitled to bereavement leave as follows. The professional employee shall state the relationship, and the date of death of the deceased. Bereavement leave shall commence on or after the death of the decedent, but not after the funeral. Employees having good and sufficient reason to take eligible bereavement leave in other than consecutive days, or other than directly after the funeral, may submit a written request to the immediate supervisor.

- 1) Up to seven (7) consecutive workdays will be allowed for the death of a spouse.
 - 2) Up to five (5) consecutive workdays will be allowed for immediate family members (adopted, foster, or natural child, grandchild, parent, brother, sister, or anyone who has lived regularly in the household) of the employee, spouse or life partner.
 - 3) Up to three (3) consecutive workdays will be allowed for an uncle, aunt, grandparent, or brother-in-law/sister-in-law (sibling's spouse) of the employee or spouse.
 - 4) Up to two (2) consecutive workdays will be allowed for nieces and nephews.
- b. School Visits Inside and Outside the County

Plans for visitation must be approved in advance by the Chief Academic Officer.

c. Professional Meetings

Plans for attending such meetings must be approved in advance by the Chief Academic Officer.

d. Sabbatical Leave

- 1) The purpose of sabbatical leave shall be for professional advancement.
- 2) The number of professional employees on sabbatical leave at one time shall be limited to two (2) with the approval of the Board.
- 3) Sabbatical leave for professional employees will be reimbursed at a rate of one-half of gross annual salary for that year not to exceed one (1) year in duration. Only professional employees who have worked continuously for a period of seven (7) years for the Board will be eligible to apply for sabbatical leave. The professional employee granted sabbatical leave must guarantee to teach in the St. Mary's County Public School System for a period of one (1) year following the sabbatical leave. The professional employee shall sign a promissory note agreeing to repay the Board an amount equal to the salary he/she received plus interest at the current prime rate, if he/she does not fulfill the agreement. The promissory note will be considered paid if the professional employee fulfills one year of service for the Board following the sabbatical.

e. Early Departure for Educational Purposes

Up to three (3) days will be allowed. A teacher may be excused without loss of salary provided students are not in attendance and the teacher has completed end-of-year records. Only tenured teachers under contract with the Board for the following year will be eligible. Written request must be made to the Director of Human Resources not less than two (2) weeks in advance if possible.

f. Jury Duty

When a professional employee is drawn for jury duty the employee shall receive full pay. He/she must furnish a written statement showing time served to the site administrator.

g. Court Summons

- 1) When a professional employee is to be absent due to a court summons, subpoena or as a witness, a copy of the summons, subpoena, or letter requesting the professional employee's presence as a witness must be submitted to his/her immediate supervisor. This requirement should be completed in time for the supervisor to obtain a suitable substitute.

2) Salary Conditions

- a) Witness for the Board - if a professional employee appears as a witness for the Board at a court hearing with or without a subpoena, no deductions shall be made from his/her salary.
- b) Subpoenaed witness - if a professional employee appears in court in response to a subpoena to act as a witness for the State or for a private citizen, no deduction shall be made from his/her salary.
- c) Witness for a private citizen - any court appearance as a volunteer witness for a private citizen shall be with no deduction in pay, provided the professional employee elects to use available personal or annual leave.
- d) For job related personal court summons - no reduction in leave or salary unless the employee appears as a defendant and is adjudged guilty.

D. Leave Without Pay

Approved leaves of absence without pay are as follows.

1. Parental/Child Care Leave

A professional employee may be granted, upon written request, a leave of absence without pay to care for the infant child of such professional employee. Said child care leave may also be granted to a professional employee adopting an infant child, to commence at anytime during the first year after receiving custody of said infant, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.

2. Maternity

- a. A professional employee who wishes to leave her position prior to the period of disability associated with childbirth and/or does not wish to return to her position after such period of disability shall normally be granted, upon request, a leave of absence without pay. Said professional employee shall notify the Superintendent in writing of her desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which she wishes her leave to begin. A physician's statement verifying pregnancy shall be included with such notice. In case of interrupted pregnancy, the employee on said leave may return to active duty when her health will permit, as attested to by her physician.
- b. A professional employee on such leave cannot be given any positive assurance that she will be reassigned to the school where she previously taught, but the Board obligates itself to offer to the professional employee, on the expiration of leave, employment for which the employee is properly qualified without creating a new position or transferring another professional employee. To facilitate the professional employee's return consistent with her stated schedule, she should give the Superintendent, in writing, as much notice of her anticipated return as possible.

- c. The maternity leave may not extend beyond June 30 of the current year; however, if requested in writing, this leave may be extended beyond that date.
 - d. Professional employees who are granted maternity leave may not accrue sick leave or annual leave during this approved leave.
 - e. The unused sick leave of a professional employee on said maternity leave will be held in abeyance until such time she returns to active service.
3. Worker's Compensation
- a. Any employee who suffers a job-related injury or illness and qualifies for benefits under the Worker's Compensation Law and because of such injury or illness is medically unable to return to work for more than three (3) consecutive days after the occurrence, may be granted administrative leave with pay for a period up to 30 duty days.
 - b. For any lost time that does not qualify under the Worker's Compensation Law, leave will be charged accordingly.
 - c. Any worker's compensation payments made for temporary disability due to said injury or illness during this 30 duty-day period shall be endorsed over to the Board.
 - d. If a determination is made that the employee is eligible for Worker's Compensation, then all sick leave and annual leave (sick leave must be exhausted first), up to the 30 days provided in this provision, used as a result of the job-related injury or illness prior to such determination, shall be restored to the employee.
 - e. During the time the employee is drawing administrative leave with pay or Worker's Compensation benefits, the employee's leave will not be permanently charged (leave may be initially charged and subsequently reversed).
 - f. For the purpose of determining weekly Worker's Compensation benefits, the weekly wage will be based on the employee's actual work year rather than the SMCPS twelve-month pay schedule.
 - g. If unable to return to work after thirty workdays, an employee may elect to take sick leave or annual leave (sick leave must be exhausted first) in place of drawing Worker's Compensation.
 - h. An employee may not draw both a salary from the Board of Education and Worker's Compensation benefits. If the employee receives a benefit from Worker's Compensation for the time they have used sick or annual leave, he/she must sign the check over to the St. Mary's County Public Schools.

- i. After the thirtieth day, employees who receive Worker's Compensation in lieu of sick or annual leave will receive an additional 15% of their insurance premium (described in Article VII) for this time period.
- j. Before an employee can return to work from a work related injury, it is required that the employee have a medical release stating when the employee is able to return to work and that the employee is able to fulfill the requirements of his/her position or stating the reasonable accommodations that need to be made.

4. Other Causes

E. Family and Medical Leave Act of 1993

The right of employees to family and medical leave shall be as set forth within this document and the Family and Medical Leave Act (FMLA) of 1993. The Board will apply the employee's accumulated sick leave hours concurrent with the FMLA time period and if no sick leave is available, annual leave may be used. An eligible employee is one who has been employed during the prior year with the Board of Education of St. Mary's County for at least 1100 hours.

F. School Involvement Leave

Employees who are parents of school age children are encouraged to participate in school activities related to the education of their children. The employee may elect to use any available leave, personal or annual, or leave without pay for this purpose. Except in cases of emergency, the employee will request such leave in accordance with leave procedures in this article.

G. Assault Leave

See Article XI, Employee Protection.

**ARTICLE IX
REIMBURSEMENT OF COURSE TUITION**

- A. For purposes of this article, in order to receive tuition reimbursement, advance written approval must be obtained via an SMCPs Tuition Reimbursement Request Form signed by the Director of Human Resources or designee prior to registration for any course. This form shall be made available on the SMCPs web site for employee convenience.
- B. Tuition reimbursement will be provided for appropriate courses leading toward (1) initial certification, (2) renewal of Standard Professional Certificate, (3) Advanced Professional Certificate, (4) Master's Degree, (5) continuation of other professional license or certificate required for employment, or (6) any other approved course work.
- C. The reimbursement will not exceed the actual amount the employee paid for tuition.
- D. Appropriate credit will be determined by the current requirements for certificates for administrators, supervisors and teachers, and by the current professional licensure and/or certification requirements for bargaining unit members. In order to receive tuition reimbursement for credits leading toward an Advanced Professional Certificate or a

Master's Degree, the professional employee shall hold a valid Standard Professional Certificate or professional license/certificate for his/her present assignment.

- E. To facilitate staff utilization of tuition benefits for professional development, SMCPS may negotiate agreements with universities for direct billing of course tuition for employees who are in an SMCPS approved program. Employees who are accepted in an approved program may apply for tuition to be billed to SMCPS. Staff must still apply for tuition reimbursement before registering for a class using an SMCPS Tuition Reimbursement Request Form. All other processes and limitations specified in this article still apply. SMCPS will pay for the portion of tuition that is approved (fees and materials are not included) and employees will be billed by the universities for the remaining balance.
- F. Reimbursement for tuition shall not exceed \$2400 per year for 2009-2010, \$2500 per year for 2010-2011, and \$2600 per year for 2011-2012. In determining whether the annual maximum reimbursement amount has been reached, the year to which the reimbursement applies will be based on the date of issuance of the grade slip for a completed course.
- G. Upon completion of the course(s), in order to be reimbursed, the employee must submit both of the following to the Human Resources Department.
 - 1. Official grade slip or transcript with a minimum grade of "C".
 - 2. An official receipt verifying the actual tuition paid. This must be submitted to the Human Resources Department within forty-five (45) days following receipt of grade slip or transcript. If an extension is needed, the employee must request it in writing.
- H. Based upon successful application process, tuition reimbursement may also be applied as a fee waiver up to the maximum yearly amount for the National Board Professional Teacher Certification (NBPTC).
- I. Any teacher who leaves the Board's employ within one year after completion of a course for which they have received reimbursement from the Board shall re-pay the full amount of such reimbursement to the Board with advance written notice to the employee. The Board may deduct such re-payment from any remaining pay owed to the unit member. As described in Article VI, the employee will have the option when possible (based on remaining number of paychecks) to have the deduction divided into two or more paychecks. The Board will attempt to deduct the money evenly from remaining checks owed. This provision shall not apply in the case of a unit member who must leave the Board's employ due to military transfer, spousal job transfer necessitating a move of over 50 miles, personal or family illness, divorce or child custody issues, involuntary termination by Board of Education of St. Mary's County, non-renewal of non-tenured employees, or other cause approved by the Board of Education. If the employee who was granted a waiver pursuant to this subsection returns to a teaching position less than 50 miles away within one year of their leaving the Board's employment, they shall reimburse the Board according to the above provision unless they sought employment with the Board of Education of St. Mary's County and were not offered a teacher's contract. Any employee forced to repay such reimbursement shall have that same

reimbursement reversed (tuition repaid) upon returning to the Board and successfully completing two more years of employment.

ARTICLE X DEDUCTIONS

- A. The Board shall deduct membership dues from professional employees' salaries for the Association, Maryland State Teachers' Association, and the National Education Association as said employees voluntarily authorize such deductions by means of an appropriate written authorization form.
- B. The Association shall provide the Department of Fiscal Services annually, ten (10) workdays prior to the second pay date in October, with a list of employees who have current membership in the Association. For members who join the Association after the second pay in October and authorize payroll deductions for EASMC dues, EASMC will provide the member's name and the total amount of prorated dues to be deducted over the remaining number of pay dates having dues deductions.
- C. The Board and the Association agree that any professional employee who requests dues deduction shall be responsible for full payment of the dues authorized for the current school year. A professional employee whose contract is terminated during the school year shall have deducted from his/her final salary payment in an amount equal to his/her remaining dues authorization. The authorization form shall include a statement to this effect and it shall be the responsibility of the Association to make the professional employee aware of this provision before he/she completes the form. In the event the professional employee's final salary payment shall be an amount not sufficient to meet the remaining dues, the responsibility for collection of such monies shall rest entirely upon the Association.
- D. Deductions shall be withheld in sixteen (16) equal consecutive installments beginning with the second pay period in October. The Board will transmit the dues deducted to the Association within five (5) workdays after each pay date.
- E. Payroll deduction shall be made available at the request of the individual employee providing a minimum enrollment of fifteen (15) employees as certified by the Superintendent of Schools or designee.
 - 1. Group insurance plans
 - 2. United States Savings Bonds
 - 3. Credit Unions
 - 4. Any other deductions authorized by the Superintendent
- F. Pre-tax payroll deductions for available 403(b) or other approved plans shall be made available at the written request of the individual employee. Any selected 403(b) vendor shall offer no less than twenty investment options. EASMC shall participate and have input in any plan or vendor changes.
- G. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or any other forms of liability that shall rise 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 on any list, notice or assignment furnished under any such provisions.

- H. Any employee who desires to terminate EASMC membership and/or dues deductions must contact EASMC directly. Cancellation of dues deductions can be effected only by written notice to the President of the Association within the first fifteen calendar days of the duty year for teachers. This written request shall be made by mail or in person.

ARTICLE XI EMPLOYEE PROTECTION

- A. Employees will immediately report to their immediate superior in writing all cases of assault suffered by them in connection with their employment. The immediate supervisor shall provide the appropriate form in cases of assault against an employee and shall submit the completed form to the Director of Human Resources if leave is required or taken as a result of the assault.
- B. The Director of Human Resources will forward the report to the Supervisor of Safety and Security who will serve as liaison among the employee, the police and the courts if necessary.
- C. The Board agrees to provide comprehensive general liability insurance coverage to employees while they are acting within the scope of their assigned responsibilities. This insures against the cost of investigating, defending and paying claims for damages on account of personal injury or death to non-employees and for property damage arising out of occurrence to which the coverage applies.
- D. As part of his/her job responsibilities, an employee shall not transport a student in his/her private vehicle.
- E. The Board agrees to provide the personal property insurance for property owned by employees while on school premises as limited by the insurance conditions. Insurance carrier denial of an employee claim does not relieve SMCPSS of the responsibility to reimburse the employee for the cost to repair or replace employee personal property, up to the value of \$300 demonstrated to have been damaged while on school premises, due to no fault of the employee.
 - 1. Any employee who sustains a verifiable loss as a result of the transport of SMCPSS property within a private vehicle shall be reimbursed up to the amount of \$300.
 - 2. Any employee, who in the performance of his/her job responsibilities, sustains a verifiable loss of SMCPSS property as a result of its transport within a private vehicle shall not be liable for its replacement or repair. Transport of SMCPSS property for other than performance of job responsibilities shall be with advance supervisor permission.

- F. Complaints concerning school personnel shall be handled as follows.
1. Employees and the Board agree that as a general rule, complaints concerning personnel should be dealt with at the lowest organizational level.
 2. Decisions on complaints shall not be made without interviewing the subordinate against whom the complaint was lodged.
 3. In order to respect the rights of all persons involved, each will have the right to be informed of all scheduled meetings concerning the complaint.
 4. Any parent, student, or other third person complaints made to any member of the administration that are used in any manner in evaluating such personnel will be investigated and called to his/her attention, unless the investigation is being conducted by a law enforcement agency or the Department of Social Services.
 5. Anonymous complaints that have not been verified shall not be used against the employee in matters of discipline or evaluation.
- G. An unscheduled visitor shall not be permitted to enter a classroom or internal site office (other than the main office) without employee knowledge. A school administrator will notify an employee in advance of the requested visit, either orally or in writing. The employee may request that the visit be rescheduled and/or that an administrator be present.
- H. If a student has been apprehended in a plan to cause serious injury or death to a teacher, that student will not be returned to that teacher's classroom (unless precluded by law) until there is a meeting between an administrator and the teacher.
- I. When administrators are aware of students wearing electronic surveillance equipment, teachers should be informed.
- J. The employer shall maintain an Employee Assistance Program.

ARTICLE XII PROMOTIONAL VACANCIES

A. Notice

Notice of all administrative and supervisory positions as identified on the A&S salary schedule, as well as those positions not on the A&S salary schedule which pay a differential above the base salary, shall be posted on the job vacancy bulletin board (Board of Education of St. Mary's County web-site) on the St. Mary's County Public Schools' electronic system beginning July 2001. During the school year such announcements will be delivered to employees at the school or office site. During the summer such announcements will be distributed to employees through a mailing. The notice will include the requirements for the position.

B. Application

Interested applicants may apply by sending a letter of application to the Director of Human Resources. This letter should include information about the applicant's educational background, experience, professional qualifications, and any other data relative to the position. The letter of application must be received prior to the established deadline.

C. Notification

1. All applicants who meet the qualifications shall be interviewed. All other applicants shall receive notification in writing that they were not selected for an interview.
2. Following action by the Board to fill an administrative or supervisory vacancy, and prior to the official public announcement, the Director of Human Resources or designee will notify orally or in writing all applicants who were interviewed as to the person receiving the appointment. Upon request, the Director of Human Resources will meet with individuals to discuss why they were not selected.
3. Following interviews to fill a "pool" of similar vacancies (positions for which there are more than one opening and for which the site is yet to be determined), the Director of Human Resources or designee shall make a good faith effort to notify either orally or in writing all applicants who were interviewed as to whether or not they were accepted into the pool.
4. Upon request from an employee who has been denied a promotional vacancy, the Director of Human Resources or designee will provide written feedback to the employee as to suggestions based on the interview that the employee may take to improve chances for future advancement or change of assignment and the reasons for the denial without revealing personal information about other applicants.

D. Salary Computation

1. Certificated personnel receiving a promotion to an A&S position will be placed on the new salary scale according to the following steps.
2. If the employee is currently in a ten-month or eleven-month assignment, the value of their current salary will be computed based on the number of months of the new assignment.
3. Based on the appropriate salary range (column) for the newly assigned position, the employee will then be moved to the next step on the new salary scale from the appropriate month value.

**ARTICLE XIII
PROCEDURES FOR HANDLING GRIEVANCES**

- A. Grievance - A grievance is any claim by a grievant that there has been a violation, misinterpretation, or misapplication of the terms of this agreement.

- B. Grievant - An individual professional employee or the Association.
- C. Time Limits - All time limits herein shall consist of workdays. The number of days indicated at each step should be considered a maximum and every effort should be made to expedite the process. The time limits in any step of this procedure may be extended or reduced in any specific instance by mutual agreement between the aggrieved party and/or his/her representative, and the Superintendent or his/her designee.
- D. Nothing herein contained will be construed as limiting the right of any professional employee who has a concern to discuss the matter informally with the administrator who made the decision on the issue and to have the concern resolved without intervention of the Association.
- E. Procedure
 1. Step 1 - The parties acknowledge that it is most desirable for a professional employee and the administrator who made the decision on the issue being grieved to resolve any problem relating to the terms of this Agreement through free and informal communications. However, if such informal processes fail to satisfy the professional employee, the problem may be further processed as a grievance provided that the grievance is submitted in writing within twenty (20) days of the alleged grievance.
 2. Step 2 - The grievant must submit the grievance in writing to the administrator who made the decision on the issue being grieved. The administrator being grieved will arrange for a meeting to take place within four (4) days after receipt of the grievance. The grievant and the administrator being grieved shall be present for the meeting. The Association and/or the Board's representative may be present at this step and any step thereafter. The administrator being grieved shall provide the grievant with a written answer on the grievance within four (4) days after the meeting.
 3. Step 3 - If the grievant is not satisfied with the decision rendered by the administrator being grieved at Step 2, then he/she may appeal to the Superintendent within six (6) days of the receipt of the decision of the administrator being grieved. The Superintendent shall arrange for a meeting with the grievant to take place within five (5) days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have ten (10) days in which to provide his/her written decision to the grievant.
 4. Step 4 - If the grievant is not satisfied with the decision of the Superintendent in Step 3, or if the Superintendent fails to render a decision within the prescribed time, the grievance may within fifteen (15) days be submitted to arbitration by the Association under the Voluntary Labor Rules of the American Arbitration Association. The arbitrator shall have no authority to add to, alter, 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 it by law. The award in writing of the arbitrator, except as noted in the above statement, shall be final and binding on the aggrieved and the Board.

- F. The Association and the Board shall bear its own expenses in these arbitration proceedings, except that they shall share equally the fee and other expenses of the arbitrator in connection with the grievance submitted to him/her.

ARTICLE XIV
ASSOCIATION PRIVILEGES AND RESPONSIBILITIES

- A. The Association will be provided access to a copy of the official Board meeting agenda prior to the meeting and a copy of the Board minutes after their approval by the Board. The Director of Human Resources will be provided access to a copy of the minutes after their approval by the Association.
- B. As designated by the principal, a portion of the existing bulletin board space in faculty lounges shall be reserved for the purpose of displaying Association notices, circulars, and other materials of interest to professional employees.
- C. Participation by EASMC in new teacher orientation is valued and encouraged. The Association will be provided time, as specified by the Board, not less than thirty (30) consecutive minutes during the personnel orientation program (not included in the designated lunch period) for newly employed teachers for Association orientation as well as space as designated by the Board to disseminate information relative to the Association. The Association will also collaborate with the Board to provide a joint training/orientation session on the negotiated agreement. The designated Association and Board representatives will meet and come to advance agreement on the agenda, message, and presentation details. For all newly employed certificated employees, EASMC shall provide a packet containing a letter of welcome from the president, an application for membership and a copy of the negotiated agreement provided by the Board. The Association will have the right to have placed in the Superintendent's packet for all new teachers a letter prepared by the Association that informs said teachers that the Association is recognized as the exclusive negotiating representative for all teachers employed by the Board of Education of St. Mary's County.
- D. The Board will provide the Association with five (5) copies of the current Directory of School Officials, Principals, and Teachers in St. Mary's County as such material is prepared by the staff. The Association will provide the Director of Human Resources with five (5) copies of the active Association membership.
- E. Within fifteen (15) calendar days following the approval of a leave of absence, the Human Resources Office shall notify the Association of the name of the Association member(s) taking the leave(s) and the length of the leave(s).
- F. The Human Resources Office will provide the Association with a list of all employees terminating their employment no later than September 1, of any school year.
- G. The Association president will be released full-time to attend to the responsibilities of the position. The Association will pay all salary costs and the Board will provide fringe benefits. The position of a full-time release president will be treated as a Grant position with regard to longevity for step increases and retirement. In the event the Association

cannot provide the salary for a full-time president, the provisions of Article XIV G in the 2001 agreement shall apply.

- H. If the Association's full-time release President becomes unable to serve due to a serious illness or other serious personal matter, another EASMC Board of Director member may be released full-time to attend to the responsibilities of the position in the President's stead. The Association will consider the impact on SMCPS students in choosing a replacement. The Association will pay all salary costs and the Board will provide fringe benefits of the chosen Board of Director member instead of the President. The Association President will then return to an employee status on leave, FMLA, or disability, as appropriate.
- I. For any time not covered by G above, a request must be made, in advance in writing, to the Superintendent of Schools. When a substitute must be provided by the Board, the Association will pay the cost to the Board.
- J. The Superintendent or his/her designee shall provide EASMC with the names and work locations of new employees as soon as reasonably possible after their dates of hire.
- K. Each month the Board will provide an electronic transmission of bargaining unit data to MSTA/MSEA including names, identification numbers, assigned sites, salaries (range, step), certifications, and positions/titles.
- L. Fair Share Representation Fee
 - 1. Upon enactment of fair share representation fee legislation pursuant to Section 6-407 of the Education Article of the Annotated Code of Maryland, bargaining unit employees who begin work after June 30 of that year (of enactment) shall, as a condition of employment, be required to either join the Association or pay a representation fee. This fee shall be based on chargeable activities and shall not exceed the membership dues of the Association and its affiliates.
 - 2. Upon such enactment, any unit member hired after June 30 of that year (of enactment) who elects not to join the Association shall be required to pay the representation fee. Prior to each October 1st, the Association shall notify the Board of Education of those unit members who have elected not to join the Association. The Board shall deduct such representation fee from employees' payroll checks in the same manner as EASMC dues are deducted pursuant to this Agreement.
 - 3. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, and any other form 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 paragraph K. If any provision of this paragraph K is held to be in violation of any state or federal law, said provision shall be deemed to be modified to bring it into compliance with said law.

ARTICLE XV
VOLUNTARY TRANSFERS AND REASSIGNMENTS

Application for transfer may be submitted by any professional employee in accordance with the following guidelines.

- A. Professional employees will normally indicate their desires for reassignment/transfer on the "Statement of Interest/Intent" form which is sent to them annually at the beginning of the second semester. Professional employees not planning to return to St. Mary's County Public Schools are requested to indicate so on the "Statement of Interest/Intent" form.
- B. Professional employees desiring a transfer after the due date for the "Statement of Interest/Intent" form are to notify the Director of Human Resources in writing not later than July 15th.
- C. The professional employee requesting transfer/reassignment shall be considered insofar as possible for known vacancies for the following school year before these positions are made available for new applicants. If an external candidate is selected, the Director of Human Resources or designee will, upon request, provide written feedback to the employee as to recommendations for improving the chances for future advancement or change of assignment, and the considerations for the decision, without revealing personal information about other candidates.
- D. All professional employees applying for a transfer prior to July 15th or prior to the position being filled, whichever comes first, shall be invited for an interview if a vacancy is open at a site for which the employee expressed interest and for which the employee is qualified. The employee shall also receive written notification from the Department of Human Resources at the time that the vacancy is filled.
- E. Voluntary transfers are to be made between schools prior to August 1 of each school year. Following this date a transfer may only be made with the consent and agreement of all the parties involved and the Director of Human Resources. This would not prohibit the Superintendent from making necessary transfers for the good of the school system.

ARTICLE XVI
INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. An involuntary transfer or reassignment will be made only after a meeting between the professional employee involved and the appropriate administrator, at which time the employee will be notified of the considerations for the transfer and reassignment. If the decision stands following the employee/administrator meeting, the final assignment and considerations shall be summarized in writing.
- B. In the event that an employee objects to the transfer or reassignment discussed at the meeting, upon his/her written request, the Superintendent will meet with him /her.
- C. Whenever involuntary transfers occur, volunteer(s) shall first be sought (an employee who volunteers for an involuntary transfer will be given the same considerations in determining the school transfer as is given to other voluntary transfers). If no volunteers

are identified, factors such as certification, experience, and subject matter expertise will be considered.

- D. When a principal or supervisor is considering an involuntary transfer or reassignment, they shall discuss the possibility with the affected employee as soon as the information is available, but no later than July 15, if possible. After July 15th, the proper administrator will meet with the employee and provide the employee the considerations for any change. If the decision stands following the employee/administrator meeting, the final assignment and considerations shall be summarized in writing.
- E. A teacher transferred involuntarily out of his/her certificated area will not be reduced in salary.
- F. An employee being involuntarily transferred or reassigned shall have the right to apply for any vacancy for which he/she is properly certificated.
- G. Professional employees involuntarily transferred or reassigned have the right to request to return to the school from which they were transferred should a position for which they are qualified open prior to the first duty day for employees.
- H. A teacher who is transferred involuntarily after the beginning of the school year will be given at least two (2) full days without students or other assignments in order to perform some of the professional responsibilities required to adequately prepare for his/her transfer.

ARTICLE XVII EXTRA PAY FOR EXTRA DUTY

- A. The parties agree to an ongoing Extra-Pay-for-Extra-Duty (EPED) Study Committee which shall meet as needed and present its recommendations to the Board and the Association as needed but not less than annually by October 1, of each school year preceding the contract effective date.
- B. For the purposes of this agreement, EPED assignments are those assignments that must be conducted beyond the employee's duty day and that require the direct leadership of and responsibility for students.
- C. The EPED Study Committee will be composed of five representatives appointed by the Association and five appointed by the Board. The committee's charge is to give recommendations to the Superintendent of Schools by (1) specifying positions eligible for EPED compensation, (2) documenting a job description for eligible positions based on the EPED Proposed Additional Position Form including, at a minimum, the number and description of staff supervised, required activities/events, and range of dates, (3) determining the amount of compensation based on the formula below, (4) providing justification for compensation, and (5) issuing a summarizing report. The resulting report shall specify the positions eligible for compensation, the job responsibilities associated with each position, the amount of compensation, and the justification for the compensation.

- D. The EPED Study Committee will continue using the following table based on the existing process to assign points in the areas of Required Hours, Number of Students, and Level of Responsibility. These three point values will be summed to determine the point value of a coach's/sponsor's salary.

Required Hours	Point Value	Number of Students	Point Value	Level of Responsibility	Point Value
38 – 99	1	5 – 9	1	One adult in charge	4
100 – 299	2	10 – 19	2	One adult with one assistant	3
300 – 499	3	20 – 29	3	Co-leader	2
500+	4	30 – 39	4	Assistant	1
		40-40	5		
		50+	6		

- E. Assumption of all EPED assignments shall be voluntary and the signature of the principal, designee, or appropriate supervisor and the employee shall be required on the EPED agreement prior to performing the duties. The site administrator shall distribute EPED Agreements to employees designated as sponsors/coaches for the extra duties (1) listed in Article XVII of this agreement and/or (2) recommended by the EPED Committee and subsequently approved by the Board of Education. The EPED Agreement shall be signed and dated by both the site administrator and the employee, and include a copy of the EPED job description/responsibilities identifying, at a minimum, the number and description of staff supervised, required activities/events, and range of dates. No employee shall be expected to perform any of the approved or recommended EPED assignments without a signed agreement issued by SMCPs.
- F. The site administrator or designee will provide head coaches with feedback no later than 30 days after the completion of the EPED activity. Currently assigned coaches/sponsors will be advised in writing no later than the end of the school year if they may not be offered the same assignment in the subsequent school year.
- G. The total assigned point value shall be reassessed by the EPED Committee upon submission of an updated EPED Proposed Additional Position Form documenting new conditions and/or requirements for the extra duty. Other EPED activities when approved by the Superintendent of Schools will be added to the list, with placement for compensation to be determined by the joint EPED Study Committee. Such action will not be considered as the reopening of negotiations under this agreement for any reason, except for the express purpose stated.
- H. Compensation for experience shall be only for experience in that specific position title (i.e., H.S. baseball, assistant coach, soccer).
- I. The following table lists the value of a point. Appendix B includes the current St. Mary's County Public Schools' EPED Payment Schedule.

Years of Experience	\$ Value/Point
1 – 3	205
4 – 6	210
7 - 9	215
10+	220

**ARTICLE XVIII
HEALTH AND SAFETY**

- A. The Health and Safety Committee of each school will include at least one EASMC representative to be elected by the teachers at each school. The Board will publish a membership list of the Health and Safety Committee of each school by September 15 of each year, with a copy of such membership list to EASMC.
- B. When, in the judgment of the faculty or Health and Safety Committee, any room, building or area presents a health or safety hazard, duly qualified personnel shall be contacted by the principal and asked to make a timely inspection. Any member of the committee shall have the right to convene a meeting.
- C. When a room, building or area because of its condition is judged by authorized qualified personnel to create a health or safety hazard, or a condition unsuitable for teaching or supervising children, the place shall be closed to students and professional employees, if thus recommended by the qualified person, until such hazard can be corrected.
- D. Unit members shall not be required to handle or search for any object suspected of being an improvised explosive device (IED) or similar device, that could be life threatening. In the interest of student and staff well being, unit members may volunteer to assist in such search, but in no way shall be subject to reprisal for choosing not to participate.
- E. Employees will not be expected to return to buildings when IED threats have occurred until a decision has been made by the building administrator in consultation with the Superintendent's office and the responding law enforcement agency.

**ARTICLE XIX
JUST CAUSE**

Tenured teachers shall not be disciplined or reduced in compensation without just cause.

**ARTICLE XX
TEACHER OBSERVATION AND EVALUATION**

- A. All observations of the teacher will be conducted openly with full knowledge of the teacher.
- B. The "observed" teacher shall receive sufficiently prior to the holding of a conference on this matter, a copy of the evaluator's draft report and/or notes. The draft and/or notes will cover, in substance, the areas of the final report, but may be subject to modifications as a result of the post-conference. If modifications result from either the post-conference or

from an employee/evaluator meeting, the evaluator will provide the employee with the final, revised report within five workdays of the associated conference/meeting.

- C. The Board shall make known to each affected employee any derogatory material that is being placed in his/her personnel file and he/she shall be given the opportunity to review and file a reply to such material. Individual responses to self-assessment materials cannot be used negatively in that employee's evaluation but will be used for discussion and goal setting.
- D. Employees shall have the right, upon notice, to review and copy material in their personnel file, excluding personal references. The employee has the right to be accompanied by an Association representative.
- E. Appeals to purge personnel records of adverse information must be made in writing to the Director of Human Resources, who will confer with the current principal/immediate supervisor.
- F. The Board shall respect the confidentiality of personal references and other academic credentials and not establish a separate personnel file that is not available for the teacher's inspections.
- G. Non-tenured teachers shall be observed not less than four times each year. The observation of the non-tenured teachers shall be done by more than one qualified evaluator certificated in supervision by the Maryland State Department of Education. Administrators and supervisors may complete an observation together, co-sign, and consider that single observation session as two observations. If the observation report is unsatisfactory, or if the employee so requests (within ten workdays of the post-observation conference), another separate observation will be performed by a different administrator or supervisor.
- H. Non-tenured teachers will receive two (2) formal evaluations each year.
- I. Tenured teachers shall be observed at reasonable intervals as mandated by state law. The observation of tenured teachers for the purposes of evaluation (versus coaching or mentoring) shall be done by a qualified evaluator certificated in supervision by the Maryland State Department of Education. Administrators and supervisors may complete an observation together, co-sign, and consider that single observation session as two observations. If the observation report is unsatisfactory, or if the employee so requests (within ten workdays of the post-observation conference), another separate observation will be performed by a different administrator or supervisor.
- J. If an employee receives an evaluation that indicates areas of unsatisfactory performance, the site administrator shall meet with the employee to develop a plan of assistance for improvement and to ensure subsequent counseling and assistance. In developing the plan of assistance and timelines, the employee shall have the right to EASMC representation.
- K. The plan of assistance shall include the following:
 - 1. Statement of problem(s) or concern(s) related to areas of unsatisfactory performance
 - 2. Desired improvement including specific, measurable criteria
 - 3. Suggestions for improvement

4. Provisions for assisting the employee including responsible parties and associated timelines (such as peer coaching, additional training, assignment of a mentor, opportunities for visitation, and modeling/demonstration)
 5. Timeline and criteria for monitoring employee's future performance including an end or reevaluation date for the plan of assistance
 6. Signatures of site administrator and the employee
- L. In the event of documentation other than formal evaluation of a less than satisfactory performance by an employee, the site administrator may meet with the employee to develop a plan of assistance.
- M. Employees with ten or more years of teaching experience in St. Mary's County and who are not currently on an Employee Improvement Plan may pursue a personal professional development plan at their own expense for one in-service day if approved by their site or instructional supervisor. The plan must address the individual growth needs of the employee and be submitted at least ten (10) workdays prior to the scheduled in-service day.
- N. At the request of the Board, employees occasionally accept assignments that are not within their certification area due to the Board's difficulty in filling positions within critical shortage areas. During the first two years of such assignments (if the assignment extends beyond a year), these professional personnel shall not be penalized on their evaluations or in any other form for lack of expertise in the assigned area. During this two-year period, the employee shall not be assigned extra duties (bus duty, lunch duty, homeroom, etc.) before or after the student day and the Board shall provide additional support to assist the employee in gaining knowledge in the assigned area.
- O. In order to promote fairness and continuous self-improvement, employees will be notified as soon as possible of areas of concern in performance and will be afforded the opportunity for improvement.

ARTICLE XXI ACADEMIC FREEDOM

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

**ARTICLE XXII
SEVERANCE PAY**

The Board and the Association acknowledge that it is in the best interests of students to have their regular teacher present for instruction rather than a substitute teacher. In order to promote and reward responsible use of sick leave, any professional employee at the time of retirement or death while under contract shall receive severance pay for unused sick leave at their per diem rate up to a maximum limit defined below. To be eligible, the professional employee must have been employed by the Board of Education of St. Mary’s County for 10 years.

The maximum amount of severance pay will be determined by years of service and may not exceed the following amounts.

School Year	Years of SMCPs Service		
	10 - 20	21 - 30	31+
2009-2010	\$2500	\$2750	\$3000
2010-2011	\$2600	\$2850	\$3100
2011-2012	\$2700	\$2950	\$3200

**ARTICLE XXIII
EMPLOYEE RIGHTS**

The Board will not discriminate against any employee because of race, color, religion, gender, age, marital status, sexual orientation, disability or national origin.

In the event that the Equal Employment Opportunity Commission (EEOC) or the Maryland General Assembly amends or creates additional designations to their non-discrimination clause(s), they will automatically be added to this article.

**ARTICLE XXIV
GENERAL**

- A. The Board will provide a copy of the proposed Comprehensive Agreement to all present professional employees of the Board for the purpose of ratification.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees 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 and applications will continue in full force and effect.
- C. The Board of Education of St. Mary’s County and EASMC are mutually committed to a non-adversarial, consensus building negotiations process. As partners in St. Mary’s County Public Schools, we believe that respect and trust are essential in achieving our common goal of fulfilling the promise in every child.
- D. Negotiations for successor agreement shall begin no later than October 15th. Team training will occur prior to negotiations beginning.
- E. In the event of impasse in negotiations should the Board and the Association be unable to

agree upon a third panel member or obtain the member's commitment to serve within the specified time period, the parties agree to submit to the American Arbitration Association (AAA) for a list of panel members. The selection process at this point would come under the rules of the AAA.

ARTICLE XXV DURATION

- A. The provisions of this Agreement will be effective as of July 1, 2009 and will remain in full force and effect until June 30, 2012.

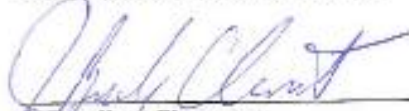
- B. The following sections of this agreement will be subject to open negotiations for 2010-2011.
 - 1. Article IV, Working Conditions, Paragraphs A and D
 - 2. Article V, Duty Days
 - 3. Article VI, Salary, Paragraphs A, E, and F
 - 4. Article VIII, Leaves, Paragraph C.1
 - 5. Article IX, Reimbursement of Course Tuition, Paragraphs F and H
 - 6. Article XVII, Extra Pay for Extra Duty
 - 7. Article XX, Duration
 - 8. Appendices A-D

- C. The following sections of this agreement will be subject to open negotiations for both 2011-2012.
 - 1. Article IV, Working Conditions, Paragraphs A and D
 - 2. Article V, Duty Days
 - 3. Article VI, Salary, Paragraphs A, E, and F
 - 4. Article VIII, Leaves, Paragraph C.1
 - 5. Article IX, Reimbursement of Course Tuition, Paragraphs F and H
 - 6. Article XV, Voluntary Transfers
 - 7. Article XVI, Involuntary Transfers
 - 8. Article XVII, Extra Pay for Extra Duty
 - 9. Article XX, Duration
 - 10. Appendices A-D


- D. The Board and the Association agree to establish a joint study committee to be convened as requested by either team and comprised of three (3) representatives from the Board and three (3) from the Association. The purpose of the committee will be to explore and make recommendations in those areas in which the parties can cooperatively work together. The areas may include relationship skills, negotiations' processes, budget, contract management, federal and state mandates and others.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 10th day of June, 2009.


**BOARD OF EDUCATION
OF ST. MARY'S COUNTY**



J. Bradley Clements
Chairperson, Negotiating Team



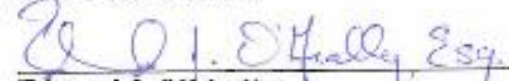
Linda J. Dudderar
Team Member



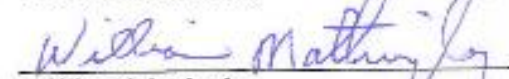
Gregory Nourie
Committee Member



Dr. Edward T. Weiland
Committee Member



Edmund J. O'Meally
Committee Member



William Mattingly
Chairperson, Board of Education




Dr. Michael J. Martirano
Superintendent of Schools

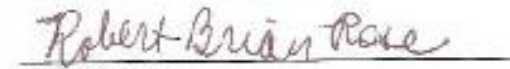
**EDUCATION ASSOCIATION
OF ST. MARY'S COUNTY**



Elizabeth Purcell Leskinen
Chairperson, MSTA/MSEA UniServ Director



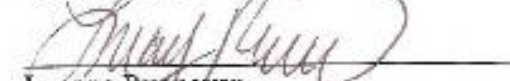
Wanda Ruffo Twigg
FASMC President
Ex-Officio Team Member



Brian Rose
Chairperson, Negotiations Team



Margaret Johnson
Team Member



Luanne Ruohavar
Team Member

Appendix A

Administrative and Supervisory Classifications

Administrative and Supervisory Classifications

Range	Classifications
05	Technology Integrator Trainer
06	Food Service Specialist Operations Specialist
08	Project Management Specialist
10	Accountant Nutrition Manager Public Information Officer Programmer/Analyst Video Production Operation Manager
11	Project Manager
12	Budget Analyst Coordinator of Adult Basic Education/GED Curriculum Program Coordinator Energy Manager
13	Academic Dean (Middle School – 11 month) Assistant Principal I (Elementary/Middle 11-month) Coordinator – Parent/Business/Military Outreach Purchasing Officer Technology Specialist
14	Assessment Specialist
15	Assistant Principal (Elementary 12-month) Coordinator of Accounting/Auditing Coordinator of Financial Services Coordinator of Special Education Coordinator of Transition Coordinator of Transportation Logistics Coordinator of Transportation Services
16	Analyst/System Administrator Assistant Principal II (High School 11-month) Certification Specialist Coordinator of Special Programs JROTC Administrator Recruitment Specialist School Psychologist (12-month) Student Personnel Worker (12 month)
18	Academic Dean (12 month) Assistant Principal III (High School 12-month) Supervisor of Assessments Supervisor of Data-IT-Library/Media Supervisor of Design and Construction Supervisor of Food and Nutrition Services Supervisor of Health, Home, and Hospital Teaching Supervisor of Human Resources Supervisor of Instruction Supervisor of Safety and Security Supervisor of School Improvement & Strategic Planning Supervisor of Special Education

Range	Classifications
	Supervisor of STEM Supervisor of Student Services Supervisor of Teacher Recruitment
19	Coordinating Supervisor of Capital Planning & Construction Principal (Elementary <1 – 19.99 Teachers)
20	Director of Maintenance Director of Operations Director of Transportation
21	Principal II (Elementary 20+ Teachers)
23	Middle School Principal
25	High School Principal
26	Director Director of Technology Director of Professional & Org. Development
27	Executive Director
30	Chief Academic Officer Chief Operating Officer

Special Notes:

- Step placement is determined by years in position.
- Placement on the schedule for persons who change assignment will be at the first higher salary of the new schedule, plus one step, in accordance with Article XII, Paragraph D of the agreement.
- Principals who change schedules as a result of the increase or decrease in the size of professional staff will be placed on the new schedule at the same experience level.
- Masters Degree +30 credits will result in \$1,500 added to gross salary.
- Masters Degree +45 credits will result in \$2,000 added to the gross salary.
- A Doctorate earned in a program approved by the superintendent and at an institution approved by the superintendent will result in \$3,000 added to gross salary.
- A 10% reduction of gross salary will be made for a Provisional Certificate.
- Teachers under contract in St. Mary's County who are fully certificated for the administrative position for which they have applied and are subsequently appointed by the Board will receive a salary for the administrative appointment that will not be less than what they would have been entitled to as a teacher.
- An \$800 longevity increment will be added to the gross salary at the 15th, 20th, 25th, and 30th years of creditable service.
- Positions that become available on or after July 1, 1983, may be designated as ten-, eleven-, and twelve-month assignments. Personnel appointed to positions less than twelve months will have their salaries prorated as follows. Any employee currently on the A&S Salary Schedule employed prior to July 1, 1993, involuntarily transferred to another position on that schedule, shall not have his/her work year reduced as a result of that transfer.

Salary Proration Based on Months of Assignment			
Months of Assignment	10	11	12
Percentage	83.3%	81.7%	100.0%

Appendix B

Salary Scales

**ST. MARY'S COUNTY 10-MONTH TEACHER SALARY SCHEDULE
FISCAL YEAR 2009-2010**

Step	Range							
	1	2	3	4	5	6	7	8
	Provisional Certificate	Standard Professional Certificate	1) Master's Degree and S.P.C. or 2) A.P.C.	1) Master's Degree and A.P.C. or 2) A.P.C. Plus 6 Approved Hours	1) Master's Degree and A.P.C. Plus 15 Approved Hours or 2) A.P.C. Plus 21 Approved Hours	1) Master's Degree and A.P.C. Plus 30 Approved Hours or 2) A.P.C. Plus 36 Approved Hours	1) Master's Degree and A.P.C. Plus 45 Approved Hours or 2) A.P.C. Plus 51 Approved Hours	Doctorate's Degree
1*	\$39,683	\$44,018	\$46,452	\$46,452	\$47,679	\$48,896	\$50,121	+\$2,500
2	\$40,450	\$44,276	\$46,700	\$46,700	\$47,925	\$49,139	\$51,850	+\$2,500
3	\$42,339	\$44,759	\$47,197	\$47,197	\$48,412	\$49,842	\$53,621	+\$2,500
4	\$42,763	\$45,249	\$48,141	\$48,141	\$50,031	\$51,915	\$55,820	+\$2,500
5	\$43,709	\$46,247	\$50,031	\$50,031	\$51,920	\$53,809	\$57,720	+\$2,500
6	\$45,497	\$48,141	\$50,662	\$51,915	\$53,868	\$55,820	\$59,601	+\$2,500
7	\$47,272	\$50,031	\$52,554	\$53,809	\$55,763	\$57,720	\$61,502	+\$2,500
8	\$49,067	\$51,915	\$54,436	\$55,820	\$57,711	\$59,601	\$63,508	+\$2,500
9	\$50,784	\$53,714	\$56,332	\$57,720	\$59,609	\$61,502	\$65,401	+\$2,500
10	\$50,784	\$55,820	\$58,339	\$59,601	\$61,555	\$63,508	\$67,300	+\$2,500
11	\$50,784	\$55,820	\$60,866	\$61,502	\$63,453	\$65,401	\$69,185	+\$2,500
12	\$50,784	\$55,820	\$62,627	\$63,517	\$65,408	\$67,300	\$71,078	+\$2,500
13	\$50,784	\$55,820	\$64,147	\$65,657	\$67,417	\$69,185	\$73,093	+\$2,500
14	\$50,784	\$55,820	\$66,162	\$67,300	\$69,188	\$71,078	\$74,984	+\$2,500
15	\$50,784	\$55,820	\$68,178	\$69,569	\$71,142	\$72,714	\$76,242	+\$2,500
16	\$50,784	\$55,820	\$68,178	\$69,569	\$71,142	\$72,714	\$76,242	+\$2,500
17	\$50,784	\$55,820	\$68,178	\$69,569	\$71,142	\$72,714	\$76,242	+\$2,500
18	\$50,784	\$57,496	\$70,222	\$71,657	\$73,276	\$74,896	\$78,534	+\$2,500
19	\$50,784	\$57,496	\$70,222	\$71,657	\$73,276	\$74,896	\$78,534	+\$2,500
20	\$50,784	\$58,647	\$71,625	\$73,088	\$74,741	\$76,396	\$80,100	+\$2,500
21	\$50,784	\$58,647	\$71,625	\$73,088	\$74,741	\$76,396	\$80,100	+\$2,500
22	\$50,784	\$58,647	\$71,625	\$73,088	\$74,741	\$76,396	\$80,100	+\$2,500
23	\$50,784	\$58,647	\$71,625	\$73,088	\$74,741	\$76,396	\$80,100	+\$2,500
24	\$50,784	\$59,823	\$73,060	\$74,552	\$76,233	\$77,920	\$81,707	+\$2,500
25	\$50,784	\$59,823	\$73,060	\$74,552	\$76,233	\$77,920	\$81,707	+\$2,500
26	\$50,784	\$59,823	\$73,060	\$74,552	\$76,233	\$77,920	\$81,707	+\$2,500
27	\$50,784	\$60,845	\$74,522	\$76,044	\$77,760	\$79,483	\$83,341	+\$2,500
28	\$50,784	\$60,845	\$74,522	\$76,044	\$77,760	\$79,483	\$83,341	+\$2,500
29	\$50,784	\$60,845	\$74,522	\$76,044	\$77,760	\$79,483	\$83,341	+\$2,500
30	\$50,784	\$62,062	\$76,011	\$77,567	\$79,315	\$81,073	\$85,008	+\$2,500

*Includes salary adjustment for 1 additional duty day for first year teachers.

**ST. MARY'S COUNTY 10-MONTH REGISTERED NURSE SALARY SCHEDULE
FISCAL YEAR 2009-2010**

Step	Range							
	1	2	3	4	5	6	7	8
	Associate's/ Hospital Base Degree	Bachelor's Degree (BSN)	Master's Degree	Master's Degree Plus 6 Approved Hours	Master's Degree Plus 15 Approved Hours	Master's Degree Plus 30 Approved Hours	Master's Degree Plus 45 Approved Hours	Doctorate Degree
1*	\$39,683	\$44,018	\$46,452	\$46,452	\$47,679	\$48,896	\$50,121	+\$2,500
2	\$40,450	\$44,276	\$46,700	\$46,700	\$47,925	\$49,139	\$51,850	+\$2,500
3	\$42,339	\$44,759	\$47,197	\$47,197	\$48,412	\$49,842	\$53,621	+\$2,500
4	\$42,763	\$45,249	\$48,141	\$48,141	\$50,031	\$51,915	\$55,820	+\$2,500
5	\$43,709	\$46,247	\$50,031	\$50,031	\$51,920	\$53,809	\$57,720	+\$2,500
6	\$45,497	\$48,141	\$50,662	\$51,915	\$53,868	\$55,820	\$59,601	+\$2,500
7	\$47,272	\$50,031	\$52,554	\$53,809	\$55,763	\$57,720	\$61,502	+\$2,500
8	\$49,067	\$51,915	\$54,436	\$55,820	\$57,711	\$59,601	\$63,508	+\$2,500
9	\$50,784	\$53,714	\$56,332	\$57,720	\$59,609	\$61,502	\$65,401	+\$2,500
10	\$50,784	\$55,820	\$58,339	\$59,601	\$61,555	\$63,508	\$67,300	+\$2,500
11	\$50,784	\$55,820	\$60,866	\$61,502	\$63,453	\$65,401	\$69,185	+\$2,500
12	\$50,784	\$55,820	\$62,627	\$63,517	\$65,408	\$67,300	\$71,078	+\$2,500
13	\$50,784	\$55,820	\$64,147	\$65,657	\$67,417	\$69,185	\$73,093	+\$2,500
14	\$50,784	\$55,820	\$66,162	\$67,300	\$69,188	\$71,078	\$74,984	+\$2,500
15	\$50,784	\$55,820	\$68,178	\$69,569	\$71,142	\$72,714	\$76,242	+\$2,500
16	\$50,784	\$55,820	\$68,178	\$69,569	\$71,142	\$72,714	\$76,242	+\$2,500
17	\$50,784	\$55,820	\$68,178	\$69,569	\$71,142	\$72,714	\$76,242	+\$2,500
18	\$50,784	\$57,496	\$70,222	\$71,657	\$73,276	\$74,896	\$78,534	+\$2,500
19	\$50,784	\$57,496	\$70,222	\$71,657	\$73,276	\$74,896	\$78,534	+\$2,500
20	\$50,784	\$58,647	\$71,625	\$73,088	\$74,741	\$76,396	\$80,100	+\$2,500
21	\$50,784	\$58,647	\$71,625	\$73,088	\$74,741	\$76,396	\$80,100	+\$2,500
22	\$50,784	\$58,647	\$71,625	\$73,088	\$74,741	\$76,396	\$80,100	+\$2,500
23	\$50,784	\$58,647	\$71,625	\$73,088	\$74,741	\$76,396	\$80,100	+\$2,500
24	\$50,784	\$59,823	\$73,060	\$74,552	\$76,233	\$77,920	\$81,707	+\$2,500
25	\$50,784	\$59,823	\$73,060	\$74,552	\$76,233	\$77,920	\$81,707	+\$2,500
26	\$50,784	\$59,823	\$73,060	\$74,552	\$76,233	\$77,920	\$81,707	+\$2,500
27	\$50,784	\$60,845	\$74,522	\$76,044	\$77,760	\$79,483	\$83,341	+\$2,500
28	\$50,784	\$60,845	\$74,522	\$76,044	\$77,760	\$79,483	\$83,341	+\$2,500
29	\$50,784	\$60,845	\$74,522	\$76,044	\$77,760	\$79,483	\$83,341	+\$2,500
30	\$50,784	\$62,062	\$76,011	\$77,567	\$79,315	\$81,073	\$85,008	+\$2,500

*Includes salary adjustment for one additional duty day for first-year nurses.

**ST. MARY'S COUNTY 11-MONTH TEACHER SALARY SCHEDULE
FISCAL YEAR 2009-2010**

Step	Range							
	1	2	3	4	5	6	7	8
	Provisional Certificate	Standard Professional Certificate	1) Master's Degree and S.P.C. or 2) A.P.C.	1) Master's Degree and A.P.C. or 2) A.P.C. Plus 6 Approved Hours	1) Master's Degree and A.P.C. Plus 15 Approved Hours or 2) A.P.C. Plus 21 Approved Hours	1) Master's Degree and A.P.C. Plus 30 Approved Hours or 2) A.P.C. Plus 36 Approved Hours	1) Master's Degree and A.P.C. Plus 45 Approved Hours or 2) A.P.C. Plus 51 Approved Hours	Doctorate Degree
1*	\$43,651	\$48,419	\$51,100	\$51,100	\$52,447	\$53,786	\$55,132	+\$2,500
2	\$44,495	\$48,703	\$51,368	\$51,368	\$52,718	\$54,054	\$57,035	+\$2,500
3	\$46,571	\$49,235	\$51,915	\$51,915	\$53,252	\$54,827	\$58,983	+\$2,500
4	\$47,040	\$49,772	\$52,956	\$52,956	\$55,034	\$57,108	\$61,403	+\$2,500
5	\$48,082	\$50,870	\$55,034	\$55,034	\$57,114	\$59,190	\$63,491	+\$2,500
6	\$50,047	\$52,956	\$55,727	\$57,108	\$59,255	\$61,403	\$65,561	+\$2,500
7	\$51,998	\$55,034	\$57,809	\$59,190	\$61,341	\$63,491	\$67,652	+\$2,500
8	\$53,972	\$57,108	\$59,879	\$61,403	\$63,482	\$65,561	\$69,860	+\$2,500
9	\$55,864	\$59,085	\$61,966	\$63,491	\$65,568	\$67,652	\$71,944	+\$2,500
10	\$55,864	\$61,403	\$64,175	\$65,561	\$67,711	\$69,860	\$74,030	+\$2,500
11	\$55,864	\$61,403	\$66,952	\$67,652	\$69,799	\$71,944	\$76,104	+\$2,500
12	\$55,864	\$61,403	\$68,889	\$69,869	\$71,947	\$74,030	\$78,185	+\$2,500
13	\$55,864	\$61,403	\$70,561	\$72,222	\$74,158	\$76,104	\$80,404	+\$2,500
14	\$55,864	\$61,403	\$72,779	\$74,030	\$76,107	\$78,185	\$82,481	+\$2,500
15	\$55,864	\$61,403	\$74,995	\$76,524	\$78,256	\$79,986	\$83,867	+\$2,500
16	\$55,864	\$61,403	\$74,995	\$76,524	\$78,256	\$79,986	\$83,867	+\$2,500
17	\$55,864	\$61,403	\$74,995	\$76,524	\$78,256	\$79,986	\$83,867	+\$2,500
18	\$55,864	\$63,246	\$77,244	\$78,823	\$80,602	\$82,387	\$86,387	+\$2,500
19	\$55,864	\$63,246	\$77,244	\$78,823	\$80,602	\$82,387	\$86,387	+\$2,500
20	\$55,864	\$64,513	\$78,789	\$80,399	\$82,216	\$84,035	\$88,111	+\$2,500
21	\$55,864	\$64,513	\$78,789	\$80,399	\$82,216	\$84,035	\$88,111	+\$2,500
22	\$55,864	\$64,513	\$78,789	\$80,399	\$82,216	\$84,035	\$88,111	+\$2,500
23	\$55,864	\$64,513	\$78,789	\$80,399	\$82,216	\$84,035	\$88,111	+\$2,500
24	\$55,864	\$65,803	\$80,366	\$82,008	\$83,858	\$85,713	\$89,878	+\$2,500
25	\$55,864	\$65,803	\$80,366	\$82,008	\$83,858	\$85,713	\$89,878	+\$2,500
26	\$55,864	\$65,803	\$80,366	\$82,008	\$83,858	\$85,713	\$89,878	+\$2,500
27	\$55,864	\$66,928	\$81,974	\$83,648	\$85,536	\$87,431	\$91,675	+\$2,500
28	\$55,864	\$66,928	\$81,974	\$83,648	\$85,536	\$87,431	\$91,675	+\$2,500
29	\$55,864	\$66,928	\$81,974	\$83,648	\$85,536	\$87,413	\$91,675	+\$2,500
30	\$55,864	\$68,268	\$83,610	\$85,322	\$87,245	\$89,180	\$93,509	+\$2,500

*Includes salary adjustment for 1 additional duty day for first year teachers.

**ST. MARY'S COUNTY ADMINISTRATIVE AND SUPERVISORY PERSONNEL SALARY SCHEDULE
FISCAL YEAR 2009-2010
12-MONTH EMPLOYEES**

Step	Range														
	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15
1	\$46,766	\$48,170	\$49,615	\$51,101	\$52,635	\$54,215	\$55,840	\$57,515	\$59,239	\$61,019	\$62,850	\$64,735	\$66,679	\$68,675	\$70,737
2	\$48,170	\$49,615	\$51,101	\$52,635	\$54,215	\$55,840	\$57,515	\$59,239	\$61,019	\$62,850	\$64,735	\$66,679	\$68,675	\$70,737	\$72,857
3	\$49,615	\$51,101	\$52,635	\$54,215	\$55,840	\$57,515	\$59,239	\$61,019	\$62,850	\$64,735	\$66,679	\$68,675	\$70,737	\$72,857	\$75,043
4	\$51,101	\$52,635	\$54,215	\$55,840	\$57,515	\$59,239	\$61,019	\$62,850	\$64,735	\$66,679	\$68,675	\$70,737	\$72,857	\$75,043	\$77,299
5	\$52,635	\$54,215	\$55,840	\$57,515	\$59,239	\$61,019	\$62,850	\$64,735	\$66,679	\$68,675	\$70,737	\$72,857	\$75,043	\$77,299	\$79,615
6	\$54,215	\$55,840	\$57,515	\$59,239	\$61,019	\$62,850	\$64,735	\$66,679	\$68,675	\$70,737	\$72,857	\$75,043	\$77,299	\$79,615	\$82,000
7	\$55,840	\$57,515	\$59,239	\$61,019	\$62,850	\$64,735	\$66,679	\$68,675	\$70,737	\$72,857	\$75,043	\$77,299	\$79,615	\$82,000	\$84,462
8	\$57,515	\$59,239	\$61,019	\$62,850	\$64,735	\$66,679	\$68,675	\$70,737	\$72,857	\$75,043	\$77,299	\$79,615	\$82,000	\$84,462	\$86,998
9	\$59,239	\$61,019	\$62,850	\$64,735	\$66,679	\$68,675	\$70,737	\$72,857	\$75,043	\$77,299	\$79,615	\$82,000	\$84,462	\$86,998	\$89,606
10	\$61,019	\$62,850	\$64,735	\$66,679	\$68,675	\$70,737	\$72,857	\$75,043	\$77,299	\$79,615	\$82,000	\$84,462	\$86,998	\$89,606	\$92,296

Step	Range														
	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
1	\$72,857	\$75,043	\$77,299	\$79,615	\$82,000	\$84,462	\$86,998	\$89,606	\$92,296	\$95,066	\$97,915	\$100,853	\$103,879	\$106,996	\$110,208
2	\$75,043	\$77,299	\$79,615	\$82,000	\$84,462	\$86,998	\$89,606	\$92,296	\$95,066	\$97,915	\$100,853	\$103,879	\$106,996	\$110,208	\$113,512
3	\$77,299	\$79,615	\$82,000	\$84,462	\$86,998	\$89,606	\$92,296	\$95,066	\$97,915	\$100,853	\$103,879	\$106,996	\$110,208	\$113,512	\$116,916
4	\$79,615	\$82,000	\$84,462	\$86,998	\$89,606	\$92,296	\$95,066	\$97,915	\$100,853	\$103,879	\$106,996	\$110,208	\$113,512	\$116,916	\$120,424
5	\$82,000	\$84,462	\$86,998	\$89,606	\$92,296	\$95,066	\$97,915	\$100,853	\$103,879	\$106,996	\$110,208	\$113,512	\$116,916	\$120,424	\$124,037
6	\$84,462	\$86,998	\$89,606	\$92,296	\$95,066	\$97,915	\$100,853	\$103,879	\$106,996	\$110,208	\$113,512	\$116,916	\$120,424	\$124,037	\$127,758
7	\$86,998	\$89,606	\$92,296	\$95,066	\$97,915	\$100,853	\$103,879	\$106,996	\$110,208	\$113,512	\$116,916	\$120,424	\$124,037	\$127,758	\$131,591
8	\$89,606	\$92,296	\$95,066	\$97,915	\$100,853	\$103,879	\$106,996	\$110,208	\$113,512	\$116,916	\$120,424	\$124,037	\$127,758	\$131,591	\$135,540
9	\$92,296	\$95,066	\$97,915	\$100,853	\$103,879	\$106,996	\$110,208	\$113,512	\$116,916	\$120,424	\$124,037	\$127,758	\$131,591	\$135,540	\$139,602
10	\$95,066	\$97,915	\$100,853	\$103,879	\$106,996	\$110,208	\$113,512	\$116,916	\$120,424	\$124,037	\$127,758	\$131,591	\$135,540	\$139,602	\$143,793

Appendix C

Extra Pay for Extra Duty Payment Schedule

		Stipend Based on Years of Experience			
Position	Points	1 – 3 Yrs	4 – 6 Yrs	7 – 9 Yrs	10+ Yrs
		(\$205/Pt)	(\$210/Pt)	(\$215/Pt)	(\$220/Pt)
Academic Competition Coordinator, Elementary and Middle Schools	4	\$820	\$840	\$860	\$880
Advanced Placement Coordinator	6	\$1,230	\$1,260	\$1,290	\$1,320
Art Coordinator, Elementary School	11	\$2,255	\$2,310	\$2,365	\$2,420
Art Coordinator, High School	11	\$2,255	\$2,310	\$2,365	\$2,420
Art Coordinator, Middle School	9	\$1,845	\$1,890	\$1,935	\$1,980
Assistant Director for Theatre, High School	6	\$1,230	\$1,260	\$1,290	\$1,320
Auditorium Coordinator	6	\$1,230	\$1,260	\$1,290	\$1,320
Band Director, High School	14	\$2,870	\$2,940	\$3,010	\$3,080
Band Director, Middle School	11	\$2,255	\$2,310	\$2,365	\$2,420
Baseball Assistant Coach	6	\$1,230	\$1,260	\$1,290	\$1,320
Baseball Coach	10	\$2,050	\$2,100	\$2,150	\$2,200
Basketball Assistant Coach	6.6	\$1,353	\$1,386	\$1,419	\$1,452
Basketball Coach	11	\$2,255	\$2,310	\$2,365	\$2,420
Best Buddies, High School (two)	5	\$1,025	\$1,050	\$1,075	\$1,100
Cheerleaders (Fall) Assistant Coach	5.9	\$1,210	\$1,239	\$1,269	\$1,298
Cheerleaders (Fall) Coach	9	\$1,845	\$1,890	\$1,935	\$1,980
Cheerleaders (Winter) Assistant Coach	5.9	\$1,210	\$1,239	\$1,269	\$1,298
Cheerleaders (Winter) Coach	9	\$1,845	\$1,890	\$1,935	\$1,980
Chorus Director, High School	11	\$2,255	\$2,310	\$2,365	\$2,420
Chorus Director, Middle School	10	\$2,050	\$2,100	\$2,150	\$2,200
Class Sponsor, 11th and 12th Grades	7.2	\$1,476	\$1,512	\$1,548	\$1,584
Class Sponsor, 9th and 10th Grades	6	\$1,230	\$1,260	\$1,290	\$1,320
Cross Country Assistant Coach	6	\$1,230	\$1,260	\$1,290	\$1,320
Cross Country Coach	9	\$1,845	\$1,890	\$1,935	\$1,980
DECA Sponsor	5	\$1,025	\$1,050	\$1,075	\$1,100
Director of Music, Middle School	7	\$1,435	\$1,470	\$1,505	\$1,540
Director for Theatre, High School	10	\$2,050	\$2,100	\$2,150	\$2,200
Drama Director, Middle School	5	\$1,025	\$1,050	\$1,075	\$1,100
Event Chef	9	\$1,845	\$1,890	\$1,935	\$1,980
Envirothon Sponsor, High School	5	\$1,025	\$1,050	\$1,075	\$1,100
FBLA Sponsor	8	\$1,640	\$1,680	\$1,720	\$1,760
Field Hockey Assistant Coach	6	\$1,230	\$1,260	\$1,290	\$1,320
Field Hockey Coach	10	\$2,050	\$2,100	\$2,150	\$2,200
Flags/Majorettes Sponsor	7	\$1,435	\$1,470	\$1,505	\$1,540
Football Assistant Coach	7.2	\$1,476	\$1,512	\$1,548	\$1,584
Football Coach	12	\$2,460	\$2,520	\$2,580	\$2,640
Foreign Language Club Sponsor, High School	7	\$1,435	\$1,470	\$1,505	\$1,540

Position	Points	Stipend Based on Years of Experience			
		1 – 3 Yrs	4 – 6 Yrs	7 – 9 Yrs	10+ Yrs
		(\$205/Pt)	(\$210/Pt)	(\$215/Pt)	(\$220/Pt)
Future Educators, High School	5	\$1,025	\$1,050	\$1,075	\$1,100
Future Educators, Middle School	4	\$820	\$840	\$860	\$880
Future Homemakers of America Sponsor	5	\$1,025	\$1,050	\$1,075	\$1,100
Golf Coach	7	\$1,435	\$1,470	\$1,505	\$1,540
Indoor Track	8	\$1,640	\$1,680	\$1,720	\$1,760
Indoor Track, Assistant Coach	6	\$1,230	\$1,260	\$1,290	\$1,320
Intramural Coach, Middle School	4	\$820	\$840	\$860	\$880
Lacrosse Assistant Coach	6	\$1,230	\$1,260	\$1,290	\$1,320
Lacrosse Coach	10	\$2,050	\$2,100	\$2,150	\$2,200
Literary Magazine Advisor	4	\$820	\$840	\$860	\$880
MESA Sponsor, High School	5	\$1,025	\$1,050	\$1,075	\$1,100
MESA Sponsor, Middle School	4	\$820	\$840	\$860	\$880
MGA/MUN Sponsor	6	\$1,230	\$1,260	\$1,290	\$1,320
Mock Trial Sponsor	6	\$1,230	\$1,260	\$1,290	\$1,320
Music Program Coordinator, Elementary	5	\$1,025	\$1,050	\$1,075	\$1,100
Musical Director, High School	9	\$1,845	\$1,890	\$1,935	\$1,980
Musical Director, Middle School	7	\$1,435	\$1,470	\$1,505	\$1,540
Musical Pit Coordinator, High School	4	\$820	\$840	\$860	\$880
Musical Rehearsal Pianist/Vocal Director	6	\$1,230	\$1,260	\$1,290	\$1,320
National Honor Society Advisor	9	\$1,845	\$1,890	\$1,935	\$1,980
National Jr. Honor Society Advisor	5	\$1,025	\$1,050	\$1,075	\$1,100
Newspaper Sponsor	6	\$1,230	\$1,260	\$1,290	\$1,320
Ninth Grade Scholars Sponsor	5	\$1,025	\$1,050	\$1,075	\$1,100
Orchestra Director, High School	11	\$2,255	\$2,310	\$2,365	\$2,420
Orchestra Director, Middle School	10	\$2,050	\$2,100	\$2,150	\$2,200
Orchestra Director, Multi-Level	11	\$2,255	\$2,310	\$2,365	\$2,420
Peer Mediator Sponsor, High School	2	\$410	\$420	\$430	\$440
Physics Olympic Team Sponsor	4	\$820	\$840	\$860	\$880
Pon Pons Coach	7	\$1,435	\$1,470	\$1,505	\$1,540
SGA/SCA Sponsor, High School	14	\$2,870	\$2,940	\$3,010	\$3,080
Science Fair Club Sponsor, Middle and High Schools	5	\$1,025	\$1,050	\$1,075	\$1,100
SkillsUSA Advisor, Forrest Center	8	\$1,640	\$1,680	\$1,720	\$1,760
Soccer Assistant Coach	6	\$1,230	\$1,260	\$1,290	\$1,320
Soccer Coach	10	\$2,050	\$2,100	\$2,150	\$2,200
Softball Assistant Coach	6	\$1,230	\$1,260	\$1,290	\$1,320
Softball Coach	10	\$2,050	\$2,100	\$2,150	\$2,200
Strength and Conditioning Coach	9	\$1,845	\$1,890	\$1,935	\$1,980
Student Council Sponsor, Middle School	5	\$1,025	\$1,050	\$1,075	\$1,100
Swimming Assistant Coach	5	\$1,025	\$1,050	\$1,075	\$1,100

Position	Points	Stipend Based on Years of Experience			
		1 – 3 Yrs	4 – 6 Yrs	7 – 9 Yrs	10+ Yrs
		(\$205/Pt)	(\$210/Pt)	(\$215/Pt)	(\$220/Pt)
Swimming Coach	7	\$1,435	\$1,470	\$1,505	\$1,540
Tennis Assistant Coach	6	\$1,230	\$1,260	\$1,290	\$1,320
Tennis Coach	9	\$1,845	\$1,890	\$1,935	\$1,980
Test Coordinator, Elementary and Middle Schools	10	\$2,050	\$2,100	\$2,150	\$2,200
Track Assistant Coach	6	\$1,230	\$1,260	\$1,290	\$1,320
Track Coach	10	\$2,050	\$2,100	\$2,150	\$2,200
Tutoring Our Peers (T.O.P.) Sponsor, High School	3	\$615	\$630	\$645	\$660
Volleyball Assistant Coach	6	\$1,230	\$1,260	\$1,290	\$1,320
Volleyball Coach	10	\$2,050	\$2,100	\$2,150	\$2,200
Wrestling Assistant Coach	6.6	\$1,353	\$1,386	\$1,419	\$1,452
Wrestling Coach	11	\$2,255	\$2,310	\$2,365	\$2,420
Yearbook Advisor, High School	6	\$1,230	\$1,260	\$1,290	\$1,320
Yearbook Advisor, Middle School	4	\$820	\$840	\$860	\$880
Year Book Advisor, Elementary School	3	\$615	\$630	\$645	\$660