

AGREEMENT

between the

**WICOMICO COUNTY
BOARD OF EDUCATION**

and the

**WICOMICO COUNTY
EDUCATION ASSOCIATION**

2010-2013

(Signed April 27, 2010)

(Signed April 12, 2011)

DIRECTORY

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AGREEMENT

Entered this 27th day of April, 2010 between the Board of Education of Wicomico County and the Wicomico County Education Association, Inc. This Agreement shall become effective July 1, 2010, and as amended, effective July 1, 2010 through June 30, 2013.

ARTICLE 1

Recognition

- 1.1 RECOGNITION** - The Board of Education of Wicomico County, hereinafter referred to as the Board, recognizes the Wicomico County Education Association, hereinafter referred to as the Association, pursuant to the *Education Article, '6-404*, of the *Annotated Code of Maryland*, as the employee organization duly certified as the exclusive representative of the Board's employees in Unit I for the purpose of negotiations with regard to salaries, wages, hours, and other working conditions.
- 1.2 BARGAINING UNIT** -The bargaining unit (Unit I) shall include all certificated professional employees who are employed in a position for which a teachers' contract is required and speech and other licensed therapists, but shall exclude assistant principals and anyone whose duties are 50 percent or more administrative. The Board will notify the Association of all new positions and the proposed unit assignment. Any disputes which may arise as to whether new positions are to be included in Unit I or Unit II shall be settled in accordance with the aforementioned provisions of the *Maryland Code* and shall not be subject to the grievance procedure included in this Agreement.
- 1.3 PART-TIME EMPLOYEES** - All regular part-time teachers who work at least half-time of a full-time equivalent position covered by this Agreement shall receive full health and life insurance benefits. Sick leave and salary rates shall be established on a pro rata basis related to a full-time equivalent position.
- 1.4 TEMPORARY EMPLOYEES** - A temporary employee excluded from the bargaining unit is one who is hired for a period of up to six (6) calendar months and is so informed at the time of hire and who is hired to fill a temporary job.
- 1.5 DEFINITIONS**
- A. Unless otherwise indicated, the term "teacher(s)", "Unit I member(s)" or "employee(s)" shall refer to all members of the negotiating unit.
 - B. **Seniority** - Seniority shall be calculated on uninterrupted, permanent employment and leave time officially approved by the Board. All time shall be computed from the date on which the employee signed his/her individual professional contract of employment with the Wicomico County Board of Education.
 - C. **Transfers** - Transfers shall refer to the assignment of a Unit I member to a different school.

ARTICLE 2

Grievance Procedure

2.1 DEFINITIONS

- A. **Grievant** - an employee or group of employees filing a grievance.
- B. **Grievance** - an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.
- C. **Employer** - the Board of Education or its administrative officers.
- D. **Days** - working days.

2.2 PROCEDURAL STEPS - Grievances shall be presented and adjusted in the following manner:

- A. **Step I** - An employee shall present the grievance informally via oral or electronic communication to his/her immediate supervisor.

- B. Step 2** - Any grievance not resolved informally in Step 1 shall be submitted in writing to the immediate supervisor provided that such grievance is submitted within twenty (20) days following knowledge of the act or condition which is the basis of the complaint. The immediate supervisor shall have ten (10) days to give a written decision after receipt of the grievance.
- C. Step 3** - If the grievance is not settled in Step 2, the grievant may move it to Step 3 by written notice to the Superintendent of Schools or his/her designee within ten (10) days after receipt of the Step 2 decision. The Superintendent of Schools or his/her designee shall have ten (10) days to give a written decision after receipt of the grievance.
- D. Step 4** - If the grievance is not settled in Step 3, the grievant may move it to Step 4 by written notice to the President of the Board of Education within ten (10) days after receipt of the Step 3 decision. The Board shall have twenty (20) days to give a written decision after receipt of the grievance. If the Board chooses not to consider the grievance, they will notify the grievant within ten (10) days, and said grievance may be moved to Step 5 without comment or prejudice.
- E. Step 5 - Arbitration Procedure** - Any grievance concerning the alleged violation, misinterpretation or misapplication of any provision of this Agreement that has been properly processed through level four of the grievance procedure as set forth above and has not been settled or waived may be appealed to arbitration by the Association by serving written notice on the Board within five (5) days after the Board's answer at level four of the said grievance procedure. If the Association fails to serve such notice of its intention to arbitrate within this time limitation, it shall be deemed to have waived the arbitration and the grievance shall be considered settled.

Selection of Arbitrator - If the Association and the Board are unable to agree upon the selection of an arbitrator within seven (7) days after the Association's notice of appeal to arbitration, either party (upon written notice to the other party) may request the American Arbitration Association to furnish a list of not less than five (5) arbitrators, one (1) of whom shall be designated by the parties as the arbitrator of the grievance. Selection shall be made by the parties alternately striking any name from the list until only one (1) name remains. The final name remaining who is available to serve shall be the arbitrator of the grievance.

Jurisdiction of Arbitrator - The jurisdiction and authority of the arbitrator of the grievance and his/her opinion and award shall be confined to the provision or provisions of this Agreement at issue between the Association and the Board. He/she shall have no authority to add to, alter, amend or modify any provision of this Agreement. The arbitrator's authority shall include the authority initially to determine any issue raised regarding his/her jurisdiction, subject only to judicial stay or intervention. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Board and the Association. The award in writing of the arbitrator, except if set aside by a court of competent jurisdiction, shall be final and binding on the aggrieved employee or employees, the Association and the Board.

- 2.3 ARBITRATION EXPENSES** - The Association and the Board shall each 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.
- 2.4 REPRESENTATION** - All employees shall have the right of Association representation at each step of the grievance procedure. Any individual employee or group of employees shall have the right at any time to present grievances to their employer and to have such grievances adjusted, without the intervention of the Association as long as the adjustment is consistent with the terms of the Agreement and the Association has been given opportunity to be present and make statements at such adjustment. No grievance may be submitted to arbitration without the consent of, and representation by, the Association.
- 2.5 COMPLIANCE PENDING DISPOSITION** - Until final disposition of a grievance takes place, the grievant shall conform to his original direction or instruction unless directed to do otherwise by an appropriate administrator.

- 2.6 **RELEASED TIME** - When it is necessary for any party in interest to attend a meeting called by the Superintendent concerning the grievance, during the school day, such employee shall be released without loss of pay.
- 2.7 **EXPEDITION OF TIME LIMITS** - In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, an attempt will be made to reduce the time limits set forth herein so that the grievance may be resolved prior to the end of the school year.

ARTICLE 3 Association Rights

- 3.1 **NO REPRISALS** - There will be no reprisals of any kind taken against any employee by reason of this membership in the Association or participation in any of its lawful activities.
- 3.2 **BULLETIN BOARDS** - A portion of existing bulletin boards designated by the principal shall be reserved for the purpose of displaying Association notices, circulars, and other materials of interest to teachers.
- 3.3 **ASSOCIATION COMMUNICATIONS** -The Association will have the right to place official notices, circulars, and other nonpolitical materials in Unit I members' mailboxes, in the Board's inter-school mail system, and on the electronic communications systems established by the Board for the purpose of distributing these materials, provided such use does not interfere with the distribution of the materials of the school system. All Association materials distributed in the school system shall be identified by the Association and approved by the Association President or his/her designee before distribution. Distribution of materials placed in the inter-school system will be in accordance with delivery procedures established by the Board for the regular distribution of its own materials. It is expressly understood that the Board shall be relieved of any responsibility for materials placed into the system by the Association.
- 3.4 **ACCESS TO SCHOOLS** - In order for the Association to properly perform its functions, Association officers or employees will have access to all school buildings and all bargaining unit employees, provided that the exercise of this right will not interfere with the educational program. Such officers or employees will report to the principal or his/her designee prior to meeting with any employee.
- 3.5 **FACULTY MEETINGS** - Upon request, the Association's building representatives will be included as part of the agenda for the meeting and will be given time at the conclusion of the meeting to report to members on matters pertaining to the Association.
- 3.6 **INFORMATION TO THE ASSOCIATION** - Upon reasonable request, the Board will provide the Association with available information necessary to permit the Association to develop proposals for negotiations, as well as information necessary to investigate grievances arising out of this Agreement. The Board will provide the Association with a copy of the official Wicomico County Public Schools Policy and Procedures Manual. Updates to this Manual will be provided as they are approved and published.
- 3.7 **BOARD MEETINGS** - A copy of the Board agenda and approved minutes shall be delivered to the Association President by inter-school mail when such are released to the public.
- 3.8 **EMPLOYEE LISTS** - As soon as possible, but no later than October 1 of any school year, the Board shall provide the Association with a list of all teachers which shall include their names and building assignments. The Association agrees that the use of such lists will be restricted to communicating Association-related programs and activities and, further, agrees that such lists will not be sold or otherwise made available to others.
- 3.9 **CHECK-OFF** -The employer will deduct from the pay of each employee covered by this Agreement all Association dues, provided that at the time of such deduction there is in the possession of the employer a subsisting written assignment validly in effect. An employee's written assignment shall be irrevocable for a period of one (1) year and shall renew itself thereafter, from year to year, subject each year to revocation in writing to the Association during the period from September 1 to September 15. The deductions shall be made in eighteen (18) equal installments, beginning with the salary check issued on or about October 15 of each year. In case of resignation within a school year, the balance due that year will be deducted from the final salary check issued to the employee if, at the time of issuance of the final salary check, sufficient funds for such

deduction are available and the Board is aware of the resignation. No later than October 15 of each year, the Board will provide the Association with a list of those bargaining unit employees who have authorized dues deductions. The Board agrees to transmit monthly to the Association all dues deducted pursuant to this section.

The Association agrees to notify the employer by September 1 of each year as to the amount to be deducted and to submit new assignments by September 30 of each year. Deductions for assignments submitted after September 30 shall begin with the next available pay period and will be at the same rate as indicated above for the remainder of the year.

- 3.10 EXCLUSIVITY** - Subject to the rights granted the general public by legislative action or judicial decision, the rights and/or privileges granted to the Association in this article will not be granted to any other employee organization seeking to represent unit members.
- 3.11 SAFE/HARMLESS** - The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or any other forms of liability that shall rise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this article, or in reliance of any list, notice or assignment furnished under any such provisions.
- 3.12 MSTA CONVENTION** - The Board will provide release time, without loss of pay or benefits, up to two (2) working days per designated employee per school year to attend the Annual Convention of the Maryland State Teachers Association. Except in case of emergency, no later than ten (10) working days prior to the dates for which release time is being requested, the president of the local Association shall certify, in writing to the Superintendent of Schools, the names of official delegates (with a maximum of one (1) delegate per fifty (50) actively employed WCEA members) and up to three (3) additional members whose attendance is required at the convention. No later than ten (10) working days after the convention, the president shall similarly certify the attendance of those delegates at the state convention.
- 3.13 STRIKE/JOB ACTION** - In addition to the provisions of *Article 6-410 of the Annotated Code of Maryland*, if the Wicomico County Education Association or any of its official representatives, organizes, supports or participates in any strike, sick-out, or other job action against the public schools of Wicomico County, the Board may consider this Article, or any parts thereof, to be null and void.
- 3.14 PARENT TEACHER CONFERENCES** - Unit I members will not be required to attend parent teacher conferences and /or faculty meeting if said conference and/or faculty meeting conflicts with a regularly scheduled Association meeting.
- 3.15 ASSOCIATION PRESIDENT**
- A. The president of WCEA will be granted a temporary half-time/full-time leave of absence from his/her current teaching position effective July 1 through June 30, for the purpose of serving as WCEA president. For the purpose of this agreement, the half-time assignment will include half of the planning time allocated to the full time classroom teacher.
 - B. The WCEA president will be treated as a regular, full-time employee paid in full by the Board of Education and will receive one full year's seniority, salary experience and benefits during the term of the leave. WCEA agrees to reimburse the Board of Education for one-half the cost of salary and fringe benefits for the WCEA president during the period of this leave.
 - C. At the end of his/her term of office, the WCEA president will have the option of returning to his/her former full-time position at the beginning of the next school year subject only to the procedures set forth in Sections 5.6, 6.2, and 6.3 of the negotiated contract between the parties.
 - D. WCEA agrees to make three (3) equal payments in reimbursement to the Board of Education on or before the 15th day of December, March and June.
 - E. WCEA accepts full liability for any claims that may arise from any action taken or not taken by the superintendent for the purpose of complying with this agreement and shall indemnify the Board from any claims or costs arising there from.

- 3.16 **ASSOCIATION ROLE AT NEW TEACHER'S MEETING** - The Association will be given the opportunity to meet with all new teachers during the new teacher orientation program.

ARTICLE 4 **Working Hours and Working Conditions**

- 4.1 **HOURS** -Unit I members may be assigned appropriate starting and dismissal times, provided that the total regular workday will be no longer than seven and one-half (7 2) consecutive hours, including a duty-free lunch period as prescribed in the *Maryland Annotated Code, Education Article, '6-[106] 105 (a), (b)*. Beyond the regular workday, the following activities will be staffed as indicated:
- A. **Professional Meetings** - Up to two (2) meetings per month for general faculty meetings, school improvement meetings and other meetings directly related to the Unit members assignment. Every effort shall be made to ensure that these meetings are no longer than one hour in duration.
 - B. **Parent Meetings** - Meetings with parents will be scheduled at mutually agreeable times.
 - C. **PTA and School Programs** - Teachers may be required to attend up to five (5) PTA/PTSA meetings per year at which parent visitations and/or school programs are held. During these PTA/PTSA afternoons and/or evenings, teachers will be available after scheduled work hours for a period of time not to exceed an uninterrupted two hour block of time.
 - D. **Emergencies** - In case of emergency situations requiring teacher duties, additional time may be scheduled to meet the emergency.
 - E. **Professional Day Activities** - If there are professional days scheduled prior to the student school year, then at least the equivalent of one day, in no less than 3 hour blocks, shall be reserved exclusively for Unit I members to work in his/her classroom for the purpose of preparing for students.
- 4.2 **PLANNING TIME**
- A. Except in case of emergency, each teacher will receive a minimum of 290 minutes per six-day cycle during the regularly scheduled work day for preparation and planning related to the instructional program. Teachers will receive at least 270 minutes of this planning time during the student instructional day.
 - B. Any period of time being included as planning time will be a continuous block of time not less than 30 minutes for elementary and CTE teachers per day and not less than 42 minutes for secondary teachers per day. This will be in addition to grade level, department, or team planning time. No duties shall be assigned.
 - C. In addition to 4.2B above, secondary department chairs and Instructional Leadership Team chairs will receive a non-teaching period per day to handle department/I.L.T.duties. In addition to 4.2A above, elementary school I.L.T. chairs will receive similar release time per day from assigned duties. Where such additional time is not feasible, these Unit I members will be compensated in accordance with the Extra Pay Schedule contained in Appendix A.
- 4.3 **ASSIGNED INSTRUCTIONAL TIME** -When administratively feasible, additional planning time and/ or limitation of non-teaching duty assignments within the student day will be provided for classroom teachers scheduled more than twenty-five (25) teaching periods per week in the secondary schools. In the elementary schools, the same consideration will be given for regular classroom teachers teaching more than thirty (30) hours per six-day cycle.
- 4.4 **SUBSTITUTES** - Teachers will not be required to obtain substitutes.
- 4.5 **HEALTH CERTIFICATION** - Within sixty (60) days after his/her initial employment and as required by Health Department regulation thereafter, each teacher shall furnish the Board evidence, in a manner approved

by the County Health Officer, that he/she is free of tuberculosis in a communicable stage. The Board will attempt to arrange cooperative testing programs with the County Health Department to meet these requirements.

- 4.6 EMERGENCY CLOSINGS** - Teachers shall not be required to report to work on days when schools are officially closed for the entire day due to inclement weather or other emergencies producing hazardous or unhealthful conditions.

In regard to delayed opening and/or early dismissal days due to inclement weather, the workday of classroom teachers will have the same relationship to the student starting and dismissal times as on a normal workday, provided that a reasonable number of teachers may be required to remain in the school until all buses have departed.

In case of a school closing due to lack of heat, fire damage or other similar circumstances, teachers may be required to report to work at the closed school to provide emergency services of limited duration or may be temporarily reassigned to other buildings as substitutes or to perform other teaching-related duties. If required to report to the closed school, teachers will not be expected to remain on duty in circumstances which jeopardize their health or safety.

4.7 HEALTH AND SAFETY

- A. The Board agrees that it shall comply with state, federal, and OSHA regulations with regard to safe and healthful working conditions. Teachers will not be asked to search for bombs or other explosives.
- B. The Board and Association agree that it is our common goal to achieve and maintain a healthy and safe physical environment in all Wicomico County Schools. All health and safety complaints should be addressed expeditiously, at the lowest possible level, and to the extent possible, full disclosure concerning the complaints resolution should be provided to the complainant.

- 4.8 TRANSPORTING STUDENTS** - Teachers shall not be required to transport a student in a private vehicle on behalf of the school.

- 4.9 TEACHER DRESS** - The Board and the Association believe that while on duty during assigned duty hours, as specified in 4.1 above, the dress of teachers should be appropriate for the educational positions they hold.

4.10 NON-TEACHING DUTIES

- A. The Board and Association recognize that a teacher's primary responsibility is to the students and the instructional program. Therefore, teachers will not be required to perform the following non-teaching duties:
 - 1. Keeping records for money collections and/or collecting money, unless such are for activities sponsored by the teacher or are considered a part of the instructional program.
 - 2. Bulk delivery of books to classrooms.
 - 3. Janitorial duties - Teachers shall not be required to perform duties normally performed by the custodial staff.
- B. The Board will continue its efforts to provide additional assistance in relieving teachers of the following duties not related to the instructional program:
 - 1. Filling out non-evaluative data on students' permanent record cards by teachers other than guidance counselors and therapists.
 - 2. Playground duty for elementary teachers.
 - 3. Cafeteria duty.
 - 4. Bus duty.

- 4.11 **SPECIAL CARE** - Teachers shall not be required to provide services to students that may be considered nursing duties for which special training is necessary unless such is a condition of employment and the teacher has received the said training.
- 4.12 **FLOATING TEACHERS** - Teachers who are required to travel from school to school during a given day as part of their assigned duties will be reimbursed for mileage traveled at the IRS approved rate. The time allotment for required travel will include sufficient time for safe travel.
- 4.13 **DEPARTMENT HEADS** - Department heads will not be required to participate in the formal evaluation of unit members.
- 4.14 **SCHOOL DECISION MAKING** - Teacher input will be sought and considered for decisions made on staffing, curriculum, class levels, daily schedules, teaching assignments, and teacher workload.

ARTICLE 5
Teacher Rights

- 5.1 **JUST CAUSE** - No tenured teacher will be disciplined, or reduced in rank or compensation without just cause.
- 5.2 **PERSONAL LIFE** - The personal life of a teacher shall be the concern of and warrant the attention of the Board only if it interferes with the regular conduct of the school(s) or as it may directly prevent the teacher from properly performing his/her assigned functions during duty hours.
- 5.3 **FREEDOM OF ASSOCIATION** - Subject to Section 5.2 above, the participation or non-participation in religious, political, or teacher association activities of a teacher conducted outside duty hours and off school property shall not be grounds for disciplinary action or for discrimination with respect to his/her professional employment.
- 5.4 **ACADEMIC FREEDOM** - Teachers shall be responsible for providing students opportunities to investigate all facets, sides, and/or options of and about any and all topics introduced and shall strive to promote tolerance for the views of others and for the right of individuals to form and hold differing views and options. Both parties understand that classroom presentations and discussions shall be relevant to course content as prescribed by the Board of Education and appropriate to the maturity level and intellectual ability of the students.
- 5.5 **SUSPENSION** - Any suspension of a teacher by the Superintendent, pending a proper initial hearing by the Board, shall be with pay and shall continue until the date of the hearing of same shall be scheduled by the Board according to law.
- 5.6 **REDUCTIONS IN FORCE** -In all cases of layoff, system-wide seniority shall prevail where the senior employee holds a first class certificate appropriate for the subject field and/or grade level of a remaining position. When the teacher holds a second class certificate, the Board may disregard seniority except as between two (2) or more such senior employees holding the same type certificate. Seniority shall include uninterrupted service and approved leave time computed from the date on which the employee signed his/her individual professional contract of employment.

Unit I members on layoff who maintain at least a Standard Professional Certificate shall be recalled in order of their seniority as vacancies become available in teaching fields in which they have had teaching experience in Wicomico County.

If the person accepts full-time employment under a teaching contract in another Maryland public school system, recall rights will be forfeited unless:

1. Recall is accepted before August 15 preceding the school year for which the position is offered; or
2. The other school system provides written notice of the possibility of an unconditional release of the Unit I member. The twenty (20) days provided below for reporting to a recalled position shall be extended by up to thirty (30) days to accommodate the needs of the other school system in replacing the Unit I

member. If the provisions of this paragraph result in forfeiture of recall rights during the first year of the two-year recall period, eligibility shall be restored for the second year.

While a layoff continues, no new hires shall be permitted except where: (a) there are no Unit I members on layoff qualified as specified above to fill a vacant Unit I position; or (b) all qualified Unit I members on layoff decline the offer to fill the vacancy. Teachers shall: (a) receive written notice at least five (5) days in advance of the deadline for determining whether to exercise recall rights; (b) be available to begin work within twenty (20) days following exercise of recall rights; and (c) retain recall rights for a period of two (2) years. Except for proven medical disability, a Unit I member who declines a job offer for which he/she is certificated shall forfeit recall rights. Disputes over a Unit I member's seniority status arising under this section shall be subject to the grievance procedure.

5.7 PERSONNEL FILES

- A. No unfavorable material related to a teacher's conduct, service, character or personality will be placed in his/her personnel file unless it is substantiated and with the teacher's knowledge. The teacher shall acknowledge his/her awareness of the material by affixing his/her signature to the material to be filed with the understanding that such signature does not necessarily indicate agreement with the contents thereof. If a teacher refuses to sign an entry for his/her folder, such refusal will be noted on the material by an administrator and a witness. If a teacher is unavailable to sign an entry, a copy shall be sent to him/her by certified mail.
- B. The teacher shall have the right to answer any material placed in his/her personal file and his/her answer shall be attached to the file copy.
- C. A teacher shall be permitted to examine his/her personnel file under the supervision of and by prior appointment with the Director of Human Resources. Confidential references pertaining to original employment, promotion or employment references will be excluded from such review.

5.8 SITE-BASED DECISION MAKING - Decisions made by instructional leadership teams shall be consistent with the rights, privileges and protections contained in this agreement.

5.9 FORMAL COMPLAINTS BY ADMINISTRATORS - Teachers will be notified of any formal allegations made against their conduct, character, performance, or personality. The principal or immediate supervisor shall confer with the teacher to apprise him/her of the alleged complaint, including the name of the complainant.

5.10 HIGHLY QUALIFIED TEACHER - Whenever the Board furnishes a letter to a parent or guardian concerning a teacher's credentials in accordance with the *No Child Left Behind Act*, the teacher shall also receive a copy of the letter, and to whom it was sent.

5.11 ACCESS TO CLASSROOMS

- A. Unit I members will be notified by their administration prior to visitors having access to any classroom.
- B. A Unit I member may request that a principal prohibit a parent, guardian, or other visitor to his/her classroom if he/she has been disruptive, abusive or threatening.

5.12 PROFESSIONALISM - The Board of Education and the Association recognize the importance of a welcoming professional environment, and share responsibility for fostering a climate of mutual respect and collaborative decision making. Teachers, administrators, and supervisors will not communicate negative criticism toward each other in the presence of pupils, peers or in any public forum unless there is a serious problem which requires immediate, corrective action or student safety is in jeopardy. This shall not preclude the participation in any lesson being taught or the interaction between students/teacher/observer.

5.13 PURCHASING MATERIALS - The purchase of classroom instructional materials from a Unit I member's personal funds will not be required.

ARTICLE 6
Assignments and Transfers

- 6.1 TEACHING ASSIGNMENT** - All actively employed teachers will be notified no later than June 30 of their tentative class and/or subject assignment for the forthcoming year. Changes in assignment made after August 15 will be made only after a conference with the teacher provided the teacher is readily available for such a conference.

When developing the master schedule, school administrators will use reasonable criteria in attempting to balance class assignments, teacher preparations, room and responsibility assignments within the limitations of specific departments, subjects, grade levels, facilities, and personnel.

- 6.2 INVOLUNTARY TRANSFERS** An involuntary transfer in a Unit I member's assignment to a different school(s) due to student enrollment, program or redistricting changes will follow this procedure:

- A. An involuntary transfer will be made only after a meeting between the teacher involved and the appropriate administrator at which time the teacher, upon request, will be notified in writing of the reason or reasons for the transfer. In the event that a teacher objects to the transfer at this meeting, upon his/her request, the Superintendent will meet with him/her.
- B. Volunteers from those affected by the need for transfer will be given first consideration for transfer. If no volunteers are identified, then factors such as certification and length of service in Wicomico County Public School System will be considered.

- 6.3 VOLUNTARY TRANSFERS** -Subject to the preferential consideration of teachers to be involuntarily transferred and all of the conditions in Section 6.2 above, or when the Superintendent determines that circumstances present another valid reason for variance, tenured teachers shall have the right to transfer to vacant positions on the basis of the earliest written application following the effective date of this Agreement. Transfer requests for the ensuing year must be filed prior to March 1 of the current school year.

- A. A transfer request shall include the reasons for the request and the grade and/or subject area desired. When desired, the request may include specific schools in order of preference. Names shall be posted in a central transfer file and shall be ranked according to date of application. Teachers shall renew applications in writing prior to March 1 if they are to maintain their rank according to date of original application.
- B. Any teacher who is ranked first and who is not appointed shall, upon request, be given a written statement of the specific reasons for such action.
- C. Teachers who are granted voluntary transfers or who refuse to accept transfers to positions offered under the terms of this Section (6.3) shall not be eligible to apply for transfer again for a period of two (2) years and shall forfeit their rank on the transfer file.

ARTICLE 7
Observations and Evaluations

Any classroom observation or evaluation of a Unit I member will be made in accordance with the following provisions:

- A. All classroom observations of the teacher shall be conducted openly and with full knowledge of said teacher. Formal classroom observations assessing lesson execution shall be of at least thirty (30) minutes duration or the length of the instructional period, whichever is less.
- B. Within ten (10) school days following any classroom observation, a conference will be held with the teacher.
- C. Within a reasonable period of time following any conference relating to a classroom observation held pursuant to Section B above or following or during an evaluation conference, the teacher shall receive a written report. After the teacher has had an opportunity to review and sign the report, a copy will be made

a part of the teacher's personnel file. The teacher's signature will not necessarily indicate agreement with the evaluation.

- D. A reasonable spacing between classroom observations of teachers with multi-school or multi-discipline assignments will be attempted by evaluators.
- E. Following any classroom observation that is rated less than satisfactory, the evaluator will make suggestions for improvement in the area(s) so rated.
- F. Except in case of emergency, a teacher's final evaluation for any year will be completed and a conference held no later than June 30 of that school year. In the event a teacher's evaluation is not completed by that date, said evaluation shall be considered to be satisfactory.
- G. Teachers will be notified of any formal allegations made against their conduct, character, performance, or personality if said allegations are to be recorded as a part of the teacher's evaluation.
- H. Teachers will be told of the areas which will be assessed in a classroom observation or formal evaluation.
- I. Lesson Plans - The Board and the Association recognize the educational necessity of daily and long-term written plans. Except as required by specific program guidelines, the format for such plans will be determined by the teacher. During any instructional period, the teacher's performance in the implementation of the lesson should provide observable evidence that the teacher's plans are adequate. If, during the classroom observation of a teacher, there is a lack of observable evidence of adequate planning, as determined by the observer, the teacher may be required to develop detailed plans in the form requested by the observer for future lessons. Nothing herein shall preclude the use of "clinical" supervision or other such techniques which provide for the review and critique of lesson plans at a pre-arranged time prior to the observation of the teacher's lesson.
- J. Evaluation of Unit I members will be completed only by certified administrators and/or supervisors.

ARTICLE 8

Sick Leave

- 8.1 ANNUAL ALLOWANCE** -At the beginning of each school year, each Unit I member shall be credited with a ten (10) day sick leave allowance to be used for absences caused by illness or physical disability of the teacher. Up to ten (10) days of said allowance may be used per year for illnesses of the teacher's immediate family or someone who lives regularly in the teacher's household. The unused portion of such allowance shall accumulate without limit. The Board will provide unit members with written notice of their accumulated sick leave no later than October 31 of each year.
- 8.2 PREGNANCY** - Female teachers shall, at their request, be allowed to use sick leave for absence due to disability connected with or resulting from their pregnancy. Upon the termination of such disability, the teacher must return to work unless she resigns or requests a leave of absence. Sick leave benefits shall not be available for disability due to pregnancy during the term of a parental leave. In the event of a dispute as to the duration of the disability, the Board may require a physical examination by a physician of its choice.
- 8.3 UNPAID EXTENDED MEDICAL LEAVE** - If an illness or disability of a tenured teacher is of such nature that all sick leave is used, the teacher shall resign or request the Board of Education to place him/her on approved unpaid extended medical leave.

When it becomes necessary for a teacher to make application to the Board of Education for such leave, the following steps will be followed:

1. Application must be in writing and submitted to the Director of Human Resources.
2. The application must be accompanied by a statement from the employee's physicians stating the anticipated length of disability.

3. The Board of Education will reserve the right to grant or deny the application based upon its assessment of the medical information furnished, provided that granting of a leave will not be unreasonably withheld. In event of a dispute regarding the denial of a leave, the Board of Education may require a physical examination or medical opinion from physicians of its choice.
4. If the extended medical leave is granted, the teacher will be able to continue health insurance, retirement and life insurance during the course of the leave at his/her personal expense.
5. Extended medical leave may not be granted for longer than twelve (12) months from the effective date. Extensions of up to twelve (12) additional months may be granted using the above criteria.
6. Unpaid leave will be granted tenured teachers for the purpose of caring for the teacher's spouse, child, parent or anyone who has lived regularly in the teacher's household. Such leave will be granted in accordance with provisions one (1) through five (5) of unpaid medical leave above except that continuation of retirement benefits shall be subject to regulations established by the Maryland State Retirement Systems.

8.4 PROOF OF ILLNESS - The Board may require a doctor's certificate when a teacher has been absent for more than five (5) days or when there is reasonable cause to believe that the sick leave benefit is being abused.

ARTICLE 9 Parental Leave

9.1 LEAVE REQUEST - A leave of absence without pay shall be granted to tenured teachers at their request for child bearing, for rearing of children up to age 6, or for caring of unmarried children who are mentally or physically incapable of caring for themselves thus requiring custodial care. The period of time, not to exceed one year, shall be specified by the teacher, provided, however, that the year shall be extended as necessary to meet the requirements of Section 9.4. In no case shall the leave extend beyond the beginning of the second school year. This provision shall not preclude the possibility of said leave being extended to non-tenured teachers, provided, however, that said leave does not extend beyond the limits of the teachers' individual contracts. Except in the case of emergency, the teacher shall give thirty (30) days' notice prior to beginning leave.

9.2 SUBSTITUTE TEACHING - No teacher on said leave shall, on the basis of said leave, be denied the opportunity to substitute in the Wicomico County School System upon presentation of medical testimony that the teacher is able to do so.

9.3 ADOPTION - Tenured teachers adopting an infant child shall, at their request, receive similar leave which shall commence upon the teacher's receiving defacto custody of said infant, or earlier if necessary to fill the requirements for the adoption.

9.4 REINSTATEMENT - Unit I members returning from parental leave must give written notice to the Superintendent of Schools no later than March 1 of their desire to return to active service for the subsequent school year. Such Unit I member shall be assigned to their former position or its equivalent and shall have assignment preference over new incoming teachers, provided, however, that a teacher returning at a time other than at the beginning of the school year shall be assigned the first available position for which the teacher is qualified.

9.5 FRINGE BENEFITS - The Board will make no contributions toward retirement or insurance programs during the term of an unpaid leave; however, the teacher shall be afforded the opportunity to continue payments toward those programs. State contributions to the State Retirement System shall be governed by the regulations then in effect. No sick leave shall be accumulated or paid during the term of an unpaid leave; however, previously accumulated sick leave shall be restored upon the teacher's return to active service.

ARTICLE 10 Leaves of Absence

10.1 FURTHER STUDY AND EDUCATION - Leave for further study may be granted a teacher who holds at least a Standard Professional Certificate and has taught in Wicomico County for two (2) years, has earned tenure status, and wishes to be absent from school for a maximum of two (2) years. The teacher may make application

to the Board of Education for a leave. The Board of Education reserves the right to limit the number of teachers who will be excused for study in any one (1) year. Those who are excused for study must request reinstatement by March 1 of the school year preceding the one in which they wish to return to school. Experience credit for each approved year, maximum of two (2) will be given on the appropriate salary schedule when the teacher returns. Upon the teacher's return, he/she will be assigned to the same position he/she held at the time said leave commenced, if available. If the same position is not available, the teacher will be assigned to a position for which he/she is qualified.

10.2 EMERGENCY/PERSONAL BUSINESS LEAVE - Up to four (4) days leave without salary deduction shall be granted by the building principal upon written notification by the Unit I member that such leave is necessary to take care of emergency or personal business matters which cannot be handled outside of duty hours. Unit I members with at least one (1) unused personal day remaining at the end of the school year will have one (1) day rolled over to the next year's allotment, so as no member will have more than five (5) days of personal leave available in one school year. Any remaining emergency/personal business leave unused at the end of each school year will accumulate as sick leave upon the employee's return to work at the beginning of the next school year. The required written notice shall be provided at least two (2) working days prior to the time of the leave except when unusual emergency matters preclude doing so. The Unit I member may be required to state a specific reason for taking such leave only when there is reasonable cause to believe that the benefit is being abused and will be required to state a specific reason for taking such leave when requesting to use five (5) consecutive days of such leave.

10.3 JURY DUTY

Teachers will be released for jury duty without loss of pay. Upon notice to the teacher, the Board may petition the court to excuse the teacher if such leave will result in a protracted absence.

10.4 BEREAVEMENT LEAVE -Upon the death of a child, grandchild, parent, stepparent, brother, sister, husband, wife, mother-in-law, father-in-law, or anyone who has lived regularly in the household of a Unit I member, such Unit I member will be allowed four (4) consecutive work days including the day of the funeral without loss of salary. Up to two (2) consecutive work days including the day of the funeral will be allowed for the death of a great-grandchild, grandparent, grandparent-in-law, sister-in-law, or brother-in-law. Up to one (1) day's absence will be allowed for the death of an uncle, aunt, niece, or nephew. Up to one day's absence will be allowed for the death of anyone who has lived regularly in the household of any of the above mentioned relatives.

10.5 MILITARY SERVICE

A. Leave of up to five (5) years shall be granted teachers, without pay, for military service. All teachers shall receive full experience credit on the appropriate salary schedule for military service upon their return to the Wicomico County school system. Upon the teacher's return, he/she shall be assigned to a position equivalent to that held when leave commenced.

B. All employees who are members of the military or naval establishments of the United States or of the State of Maryland shall be granted leave on those days during which they shall be engaged in any military or naval duty to which they shall be ordered by proper authority, not to exceed fifteen (15) calendar days in any year without loss of pay for the working days included in such leave. The employees may be required to submit proof that no alternative tour of duty can be scheduled when schools are not in session.

10.6 WORKER'S COMPENSATION - Any Unit I member who qualifies for benefits under Worker's Compensation law shall be granted leave of absence for up to one hundred twenty (120) working days without loss of pay or sick leave benefits. Disabilities which extend beyond the one hundred twenty (120) day period will be chargeable to the employee's accumulated sick leave. Salary will be paid beyond one hundred twenty (120) days until the employee's accumulated sick leave is exhausted. In the event of a dispute as to the length of the leave, the Board may require a physical examination by a physician of its choice. The determination by the Worker's Compensation Commission as to work relatedness shall control, and salary shall be offset by the amount of compensation received. In any case where the disability requires an extended leave of absence, the Board may request that the employee be considered for disability retirement.

- 10.7 POLITICAL LEAVE** - Leave for the purpose of campaigning for and/or holding public office may be granted to no more than two (2) teachers at any one (1) time, on a first-come, first-served basis provided such leave shall be for a minimum of one (1) semester and requested at least thirty (30) days prior to the commencement thereof. If said teacher is elected to public office, said leave shall be extended during the term of that office, provided the teacher makes application prior to June 30 of each year. The teacher requesting such leave must hold at least a Standard Professional Certificate and have taught in Wicomico County for two (2) years and have earned tenure status. Any political activities must be conducted outside school hours and off school premises. Upon the teacher's return, he/she will be assigned to the same position which he/she held at the time said leave commenced, if available. If the same position is not available, the teacher will be assigned to an available position for which he/she is qualified.
- 10.8 ASSOCIATION LEAVE** - Upon request, one (1) employee designated by the Association will be granted leave of absence for up to two (2) years without pay for the purpose of serving as Association state or national president.
- 10.9 REINSTATEMENT** - Teachers desiring to return from leave granted pursuant to Sections 10.7 and 10.8 must give written notice to the Superintendent of Schools no later than March 1 of their desire to return to active service for the subsequent school year. Teachers returning from such leaves shall have assignment preference for vacancies occurring prior to June 30 over new incoming teachers, provided, however, that a teacher returning at a time other than at the beginning of the school year shall be assigned the first available position for which the teacher is qualified.
- 10.10 FRINGE BENEFITS** - The Board will make no contributions toward retirement or insurance programs during the term of an unpaid leave; however, the teacher shall be afforded the opportunity to continue payments toward those programs. State contributions to the State Retirement System shall be governed by the regulations then in effect. No sick leave shall be accumulated or paid during the term of an unpaid leave; however, previously accumulated sick leave shall be restored upon the teacher's return to active service.
- 10.11 INCREMENTS** - Except for leaves granted under Sections 10.1 (Further Study and Education) and 10.5 (Military Service), no increment or experience for salary purposes shall be granted for the term of an unpaid leave.
- 10.12 ASSOCIATION LEAVE BANK** -The Board will provide up to fifteen (15) days release time per year, without loss of pay or benefits, for the Association President and/or his/her designee(s), to a maximum of two (2) on any given date, to attend Association related meetings outside Wicomico County. Except in cases of emergency, the Association president shall certify the employees' names and dates of absence in writing to the Superintendent of Schools or his/her designee not less than 48 hours prior to the dates for which release time is being requested. Any costs which the Board incurs in providing substitutes for this leave will be reimbursed to the Board by the Association within the fiscal year during which the leave is granted.
- 10.13 LEGAL PROCEEDINGS** - Unit I will be released without loss of pay or benefit days for the time necessary for appearances in legal proceedings connected with their employment within the Wicomico County public schools if the Unit I member is required by law to attend such proceedings. Unit I members will be released without loss of pay if subpoenaed in a legal proceeding as a witness for the county, state, or federal government.
- 10.14 LEAVES OF ABSENCE** - Family & Medical Leave Act of 1993

The provisions of the F.M.L.A. shall be considered in conjunction with the leaves and benefits outlined in this agreement and shall not be construed so as to diminish those leaves and benefits.

ARTICLE 11 Student Discipline

- 11.1 GENERAL** - The Association and the Board agree that classroom control is essential and that such control has direct relationship to the quality of instruction. It is also agreed that while the overall school discipline is a shared responsibility of all teachers, administrators, the Board, and parents, it is the initial responsibility of the classroom teacher to maintain classroom control within the limits of his/her authority.

- 11.2 MISBEHAVIOR** -When a student exhibits behavior which seriously disrupts the instructional program to the detriment of other students or creates a serious disciplinary incident, the Unit I member may refer the student to the principal or his/her designee for disciplinary action. In such cases, the Unit I member will furnish the principal, in writing, as soon as his/her instructional responsibilities permit, full particulars of the incidents which resulted in the student ' s referral as well as actions taken by the Unit I member to address the student ' s misbehavior. The principal or his/her designee will determine the action to be taken, including when the student will return to class and will confer via oral, written or electronic communication with the Unit I member prior to the student ' s return to class. At the teacher ' s request, the facts of the case and the action taken shall be reviewed by the Superintendent or his/her designee.
- 11.3 NOTIFICATION** - Upon notification by a law enforcement agency, appropriate staff members as determined by the building principal shall be notified when a student is arrested for a crime of violence, a drug offense or other serious offense.

ARTICLE 12 Teacher Facilities

- 12.1 SCHOOL FACILITIES** - As budget and facilities permit, the Board will make available the following:
- A. A desk and chair for each teacher.
 - B. Telephone(s) for the professional use of teachers.
 - C. Dining tables for teachers.
 - D. Storage space for teachers' instructional materials and supplies.
 - E. A work area containing equipment and supplies to aid in the preparation of instructional materials.
 - F. An appropriately furnished room to be reserved for the use of the employees as a lounge.
 - G. Employee rest rooms separate from the students' rest rooms.
- 12.2 VENDING MACHINES** - At the request of the faculty, the principal may arrange for the installation of food and beverage machines in each faculty lounge. Any costs resulting from installation and/or maintenance of this equipment will be paid from the funds generated. The disposition of net earnings from such machines shall be determined by the principal and employees in each school.

ARTICLE 13 Salary Language

- 13.1 Salary Schedule** - See Appendix B
- 13.2** Salary for Unit I members will be based upon the certificate the Unit member holds. Additionally, each Unit member will be placed on the appropriate lane and step of the salary schedule, 13.1 above, in accordance with his/her number of years of verified teaching experience and/or degree. For the 2010-2011 school year salaries will be frozen at the FY'10 level and no member will receive a step or increment increase. No general salary increase will be applied to the 2010-2011 scale.
- 13.3** A Unit I member on the Conditional Certificate or Conditional Non-Degree scale can advance only two (2) steps from where the Unit I member is placed on the scale at the time of being hired. Placement on the Standard Professional scale at the time of certification would be the next step beyond the Conditional Degree certificate step.
- 13.4** A teacher rated second class shall receive no increments for experience accrued during the time of the second class rating and shall be paid one salary lane below that for which he/she is eligible. However, no such teacher will be paid on a scale lower than the Standard Professional scale.
- 13.5** For Unit I members hired for the 2003-2004 school year and beyond, credit for experience applicable to a 10-month assignment will be given as follows: 1 to 4 months - 0 experience, 5 or more months - 1 year of experience. Anyone paid on half step as of June 30, 2003 will continue to be paid on half step.

13.6 Except in case of an emergency, teachers will be paid from September through June on the 15th and last calendar day of each month or on the last work day preceding if these dates fall on a weekend or holiday except Christmas.

13.7 Placement on the salary scale for a Unit I member who holds an Advanced Professional Certificate and a Master's Degree plus 30 semester hours shall meet the following requirements:

- A. All credits/courses to be applied must be approved by the Board prior to registration at a college. Such approval and subsequent applicability of the courses will be guided by the following criteria:
 - 1. Credits must be advanced undergraduate or graduate level college courses or Maryland State Department of Education approved workshops.
 - 2. No course with a grade lower than C may be applied.
 - 3. Courses completed prior to employment in Wicomico County must meet requirements one (1) through three (3) above.

Teachers who have been denied placement on this scale due to criteria previously in effect shall notify the Director of Human Resources. The unit member will be placed on the salary scale if he/she is eligible for placement on this scale under the criteria above.

- B. Upon completion of the required credits the employee will make a written request to the human resources office that he/she be placed on this salary scale. Upon receipt of said request the human resources office will secure from the appropriate director of instruction verification that the employee has consistently performed his/her professional duties in a satisfactory manner and at a level commensurate with the advanced level of academic preparation, which the employee has completed.
- C. Tuition reimbursement will apply to any advanced undergraduate, graduate and workshop credits used and necessary for renewal of the Advanced Professional Certificate and will be subject to the guidelines for such reimbursement. Tuition reimbursement will also apply to any credits required to meet the Highly Qualified Teacher standard as defined by the *No Child Left Behind Act*.

13.8 **24-PAY OPTION** - Effective September 1, 1986, teachers shall have the option of twenty (20) or twenty-four (24) pays per year. Election of such option shall be made by the date established by the Board and shall be irrevocable for the remainder of the fiscal year. Deductions other than income taxes and social security shall be made on a standard twenty (20) pay basis regardless of the option chosen. The effective date of this option may be delayed if necessitated by installation or operations problems with the changeover of the Board's computer.

13.9 To be placed on the Advanced Professional with Doctorate Salary Scale, the teacher must meet the requirements for a Maryland Advanced Professional Certificate and have completed an earned doctoral degree from an accredited institution in a field for which the Maryland State Department of Education issues a teaching certificate at the bachelor's or master's level of preparation.

13.10 **WORK YEAR**

The work year for Unit I employees will not exceed 190 days and 192 days for new employees. The new employees will be paid per diem for the two extra days.

ARTICLE 14
Fringe Benefits

14.1 **LIFE INSURANCE** -The Board shall pay the premium cost of term life insurance coverage with a maximum face value equal to one and one-half (1 ½) times the teacher's annual salary to a limit of \$100,000. Such coverage will also include a compensation schedule for accidental dismemberment and double indemnity for accidental death. Unit members shall have the option to purchase additional coverage up to \$200,000 maximum.

14.2 HEALTH INSURANCE

For each fiscal year of this agreement, the Board will budget for its share of the cost of health insurance premiums for all members of its group health and major medical program who are eligible for Board contributions toward the cost of their coverage. The program in effect on September 1, 2009 will be the base for benefits and premium calculations for the term of this agreement. The program plan includes the options of a PPO plan or EPO plan. Both plans currently include the option of dental and vision benefits.

Each employee enrolled shall not pay more than ten percent (10%) of the cost for individual coverage and not more than twenty-seven percent (27%) of the dependent cost, exclusive of the cost of individual coverage. All employee payments will be payroll deducted on a pre-tax basis in accordance with necessary payroll procedures and applicable guidelines of the Internal Revenue Service.

Upon receipt of the official member handbook document outlining the current plans and benefits the Board will provide the association a signed copy of such document.

14.3 LONG TERM DISABILITY INSURANCE - Unit I members shall have the option to purchase long-term disability insurance through a group arrangement provided by the Board.

14.4 SICK LEAVE BANK

- A. All members of the bargaining unit on active duty in Wicomico County are eligible to contribute to a sick leave bank. Contributors will be permitted to apply for leave from the bank to cover regularly scheduled duty days for periods of incapacitating personal illness, injury, or quarantine.
- B. The contribution on the appropriate form will be authorized by the member and continued from year to year until canceled in writing by the member. Cancellation, on the proper form, may be elected at any time, and the member shall not be eligible to use the bank as of the effective cancellation date. Sick leave properly authorized for contribution to the bank will not be returned if the member effects cancellation.
- C. Contributions shall be made between September 1 and October 1. Members returning from extended leave of absence and new employees may contribute within thirty (30) calendar days upon reassignment of employment. Members returning from extended sick leave shall be permitted to contribute to the bank upon approval of the committee.
- D. Annual rates of contribution shall be a maximum of one (1) day per year as determined by the Association and certified to the Superintendent prior to July 1 of each year.
- E. Members shall be permitted to apply for leave from the bank after January 1, 2000. The maximum number of sick days that can be granted in any one fiscal year will be the remaining number of duty days a member is scheduled to work. In no case will the granting of leave from the bank cause a member to receive more than his/her annual salary.
- F. Members must use accumulated sick leave and personal leave before receiving leave from the bank. Application for use of the bank shall be made on the required form and submitted to the approval committee.
- G. A three member approval committee, appointed by the president of the Association, shall have the responsibility of receiving requests, verifying the validity of requests, recommending approval or denial of the request, and communicating its decision to the member and the Superintendent/designee. The committee shall develop its rules of procedure and shall give wide distribution to said rules upon approval of the Board of Directors of the Association.
- H. The Human Resources Department shall approve these bank grants as being for incapacitating illness and that sick leave and personal leave is exhausted and forward payment authorization to the Payroll Department.

- I. Bank grants will not be automatically carried over from one fiscal year to another. All bank grants will end as of June 30 or the last duty day of the school year and must be renewed through the approval committee.
- J. If a member does not use all of the days granted from the bank, the unused sick leave days will be returned to the bank.

14.5 TUITION REIMBURSEMENT - The Board shall reimburse all Unit I members for the tuition cost, normal registration and laboratory fees of all courses approved by the Board prior to registration, which approval shall not be unreasonably withheld, up to a maximum of two thousand seven hundred and fifty dollars (\$2,750) per fiscal year. Request for payment will be made upon receipt of required documents and in accordance with guidelines listed below:

- A. All requests for reimbursement must be filed prior to registration. Any grade reports or receipts required to verify completion of the course must be submitted prior to June 30 of the school year in which the work is completed. Employees who cannot submit such verification due to circumstances beyond their control may have the deadline extended by giving written notification of the reason(s) to the personnel office no later than the June 30 deadline.
- B. There will be no reimbursement for any courses completed in the spring semester if the teacher is not returning the next school year.
- C. There will be no reimbursement for a grade lower than "C."
- D. Those persons receiving scholarships or grants will receive reimbursement for any allowable difference between the grant and the reimbursement allowance. A copy of the grant must accompany any request for reimbursement.
- E. In order to receive reimbursement for summer school, the teacher must have worked in Wicomico County immediately preceding the summer school attendance.
- F. Any teacher having permission from the superintendent to go to summer school before the official closing of school will lose the proportional amount due him/her for time lost for summer school attendance, based on the number of days lost, including the last day of school. However, Emergency/Personal Business leave days may be used as provided in *Article 10.2* of this agreement.
- G. If a teacher is not returning to the County the subsequent year and leaves early for summer school, full deductions will be made from salary, including the last day of school and days during which only teachers are scheduled to be in school.

14.6 EXTRA PAY - Extra pay for extra duty shall be paid in accordance with the extra duty schedule contained in Appendix A which is attached hereto and made a part of this Agreement.

14.7 PAYROLL DEDUCTIONS - Board will make the following deductions available to teachers:

1. Direct Deposit
2. IRS approved Tax Sheltered Annuity
3. BEE Federal Credit Union
4. United Way
5. Summer Savings
6. Health insurance premiums
7. Association deductions in addition to dues provided for in Article 3.9. The procedures and deadlines contained in Article 3.9 shall apply.

Errors with direct deposits will be verified in writing and WCBOE will be responsible for any fees or penalties resulting from the error.

- 14.8 ATTENDANCE INCENTIVE STIPEND** - Teachers who directly enter retirement from active service of at least twenty (20) years in the public schools of Wicomico County and who qualify by having accumulated at least one hundred fifty (150) days of sick leave shall receive a stipend at the rate of twenty five dollars (\$25.00) per day for each unused day of accumulated leave in excess of 150 days.

This stipend is available only to Unit I members who meet one of the following conditions.

- Retirement is effective after the closing day of a school year.
- Retirement is for medical reasons.
- Retirement is for emergency reasons as determined by the Superintendent of Schools.
- Retirement eligibility date falls within the school year and notification of retirement is given by July 15 prior to the school year in which the employee intends to retire.

- 14.9 BLOOD BANK** - The Board shall continue to pay the annual membership fee for all unit members who elect to join and maintain their eligibility in the Board's group blood bank program. It is understood that the individual teacher is responsible for any required blood donations or payment of money in lieu thereof.

14.10 BOARD SPONSORED RETIREMENT PLAN

The Board shall provide an employer sponsored 401(a) retirement plan for all Unit I members enrolled in the Board's 403(b) tax sheltered annuity program. The annual rate of contributions to the 401(a) plan and the maximum contribution, if any, for any given year will be determined by the Board.

ARTICLE 15
School Board Authority

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

ARTICLE 16
General Provisions

- 16.1 SEVERABILITY** - If any provision of this Agreement or any application thereof is held to be contrary to law by a court of competent jurisdiction, such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet not later than fifteen (15) days after any such holding for the purpose of renegotiating the provisions affected.

16.2 SUCCESSOR AGREEMENT

- A. Negotiating Teams - Prior to October 31 of each year, the Association and the Board shall designate in writing to the other the official representatives to serve on its negotiating team.
- B. Opening Negotiations - Negotiations shall begin on a mutually agreeable date within the first fifteen (15) days of December and shall end on or about April 30. All issues proposed for discussion shall be submitted in writing by the Association to the Board at its first meeting. The Board shall submit in writing to the Association additional subject areas on which it wishes to negotiate within ten (10) days of initial presentation by the Association team. Any changes of the dates in this section must be made by written mutual agreement.
- C. Time of Negotiating - To insure minimum interruption of the normal duties of school and central office personnel, all negotiating sessions on work days when students are in attendance, shall be held after 3:30 p.m. unless authorized by the Superintendent of Schools. Sessions shall not exceed three (3) hours and shall normally be held at least once each week to insure continuity of thought. Caucuses shall be considered a part of the official time.
- D. Negotiations Procedures - In an effort to reach understanding and agreement, both parties agree to exchange points of view and to conduct negotiations in good faith on all matters.

- E. Consultants - Each negotiating team may from time to time use the services of any persons it wishes for counsel and advice. The expense of such consultants shall be borne by the parties requesting them.
- F. Attendance at Negotiating Sessions - Attendance at negotiating sessions shall be limited to the designated teams and (1) consultants for either the Board or the Association, and (2) appropriate committee members for either the Board or the Association who are there for the purpose of supplying information on the topic under discussion. No more than two (2) persons per category per negotiating team shall be present at any given time during negotiations.
- G. Reaching Agreement - When agreement is reached covering the areas under discussion, the proposed Agreement shall be reduced in writing as a memorandum of understanding and signed by a representative of each negotiating team. Agreement on individual items during the negotiations is binding only when all items are agreed upon. Procedures for ratification of the Agreement by the Association and the Board shall be completed within ten (10) school days after the conclusion of negotiations.
- H. Impasse Procedures - The provisions of the *Education Article, '6-408* of the *Annotated Code of Maryland* shall apply in the case of impasse.

16.3 DISTRIBUTION - A copy of this agreement will be available to each employee in the negotiating unit.

- A. Prior to June 15, the Board will provide the Association an electronic copy of the contract for proofreading purposes and final approval.
- B. A copy of the entire contract will be available to all Unit I members each year on or before September 1.

16.4 NON-DISCRIMINATION - The provisions of this Agreement shall be applied without regard to age, gender, race, color, religion, national origin, sexual orientation, and handicap. The parties further stipulate that this Agreement shall be interpreted in such a manner as to be consistent with and subject to the nondiscrimination provisions of the United States Constitution and statutes, regulations and guidelines enacted pursuant thereto.

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

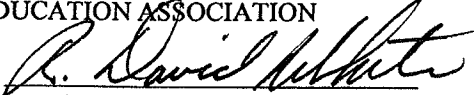
ARTICLE 17
Duration

This agreement between the Wicomico County Board of Education and the Wicomico County Education Association shall remain in full force and effect through June 30, 2013 except for Article 13. Article 14 may be opened each year if it is mutually agreed. In addition, the Association and the Board will have the opportunity each year to choose and negotiate one additional article.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS DOCUMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED OFFICERS THIS 12TH DAY OF APRIL, 2011.

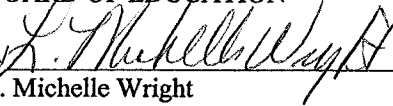
FOR THE WICOMICO COUNTY
EDUCATION ASSOCIATION

/s/


R. David White
President

FOR THE WICOMICO COUNTY
BOARD OF EDUCATION

/s/


L. Michelle Wright
President

APPENDIX A
Extra Pay

Compensation allowances for teachers provided by the Extra Pay scale shall be applicable under the following conditions:

- A. Salary adjustments for extra duty pay will take place on a yearly basis and equal the percentage of salary increase for Unit I members as per Article 13.1.
- B. Under normal circumstances the Board shall, no later than June 30, assign in writing activities for which personnel have been selected. Any teacher desiring to be released from an extra duty assignment shall make such request in writing to the Director of Human Resources no later than May 1 of the academic year prior to the requested release.
- C. The Board's assignments shall be made annually.
- D. The specific activities and the number of teachers assigned to each activity in each school shall be determined by the Board. The chief negotiators will determine compensation for new activities prior to their inclusion in the Extra Pay schedule.
- E. Payment will be made in one (1) lump sum for each activity. Such payment will be included in the end-of-the-month salary check following the submission of proper form by the employee and receipt of verification from the appropriate supervisor of instruction and school principal that a satisfactory job has been completed. All payments will be made within thirty (30) days of this process. For activities that are completed at the end of the school year, payment will be made no later than June 30 in accordance with the above conditions. For activities which cover the entire school year, one half (2) of the annual stipend will be paid January 30 in accordance with the above conditions.
- F. An employee who is the recipient of extra pay shall receive no compensatory time or release from duties for that compensated activity. However, for required meetings outside Wicomico County, such employees shall receive reimbursement for mileage at the IRS approved rate.
- G. Compensation for experience at the rate shown on the Extra Pay Schedule shall be provided according to the following guidelines:
 - 1. Completion of a full season as a head or assistant coach will count as one year of experience. Completion of time in a shared assignment will count on a proportional basis. No more than one year's experience credit per activity may be earned in a school year.
 - 2. Experience acquired in middle school will qualify for the experience stipend on the high school level only as it relates to the same activity.
 - 3. Experience must be in an assigned official position and be verifiable.
 - 4. Only experience in Wicomico County Public Schools will count.
 - 5. Experience as a head coach will count as experience as an assistant coach in the same sport and service as an assistant will count two (2) for one toward head coaching experience.
 - 6. Stipends will be granted at the beginning of the sixth, eleventh and sixteenth years and twenty-first year of coaching experience.
- H. Minimal requirements to be met for the purpose of receiving extra duty will include:

High School Band

1. Participate in the Salisbury Christmas parade and any Wicomico County Board of Education sponsored instrumental festival.
2. Play at all home high school home football games.
3. Participate in at least seven (7) performances outside the school day (including those in Item 1 above) for an average of five (5) hours per week outside school hours distributed throughout the four (4) marking periods, in which 50 percent of the time is spent in practice.

Middle School Band

Participate in at least five (5) performances outside the school day including the Salisbury Christmas parade and any Wicomico County Board of Education sponsored Instrumental Festival for an average of three (3) hours per week outside school hours distributed throughout the four (4) marking periods.

Chorus

Participate in three (3) concerts per year and give three (3) other performances for which non-school hours practice is held at least a total of five (5) hours for each performance.

Dramatics

1. Direct during the school year at least two three-act plays or a combination of one, two or three act plays which approximate the same time/responsibility as two three-act plays. Performances shall be presented at a time outside the student day and shall be open to the general public.
2. In a case where more than one performance is presented or where the responsibility for the production is divided, the allowance will be proportionately divided between the directors. However, the total allotment per school shall not exceed the amount contained on the Extra Pay Schedule.

Cheerleader Advisor

1. Supervise all scheduled practices or activities of cheerleaders an average of at least 3 hours per week.
2. The dollar amount contained on the Extra Pay Schedule shall be allotted per sport season, i.e., one allotment for the fall sport season and one allotment for the winter sport season including the spring tryouts.

Athletic Coach

1. Supervise the care, storage, and security of assigned equipment and uniforms.
2. Submit information necessary for the preparation of budgets.
3. Supervise students at practices, games, in locker areas, and when traveling.
4. Coach throughout the full schedule of contests as determined by the Board of Education and including post-season conference, district, regional, and state play-offs.
5. Establish and meet practice schedules beginning September 1, November 15 and March 1 with these practice sessions closely approximating two (2) hours on each school day when no contest is played. No practices shall be conducted on Sunday.

EXTRA PAY SCHEDULE
(Effective July 1, 2011 through June 30, 2012)

<u>Activity</u>		1-5 Years <u>Base</u>	6-10 Years <u>Level I</u>	11-15 Years <u>Level II</u>	16-20 Years <u>Level III</u>	21 & Over <u>Level IV</u>
CATEGORY I						
Band						
Band Director	HS-Varsity	\$2,460	\$2,680	\$3,000	\$3,370	\$3,700
Basketball, Football, Wrestling						
Head Coach	HS-Varsity	\$2,460	\$2,680	\$3,000	\$3,370	\$3,700
Assistant Coach	HS-Varsity	\$1,530	\$1,650	\$1,860	\$2,060	\$2,290
CATEGORY II						
Athletic Trainer	HS-Varsity	\$1,950	\$2,090	\$2,340	\$2,600	\$2,880
Band						
Band Director	MS	\$1,950	\$2,090	\$2,340	\$2,600	\$2,880
Baseball, Field Hockey, Soccer, Softball, Indoor Track, Track & Field, Lacrosse						
Head Coach	HS-Varsity	\$1,950	\$2,090	\$2,340	\$2,600	\$2,880
Assistant Coach	HS-Varsity	\$1,220	\$1,320	\$1,500	\$1,670	\$1,860
Dramatics						
Director	HS	\$1,950	\$2,090	\$2,340	\$2,600	\$2,880
LL.T. Leaders	HS/MS/ES	\$1,950	\$2,090	\$2,340	\$2,600	\$2,880
Wellness Coordinator	HS/MS/ES	\$1,950	\$2,090	\$2,340	\$2,600	\$2,880
CATEGORY III						
Cross Country & Tennis						
Head Coach	HS-Varsity	\$1,510	\$1,650	\$1,820	\$2,040	\$2,290
Golf	HS-Varsity	\$1,510	\$1,650	\$1,820	\$2,040	\$2,290
Unified Sports Coordinator	HS	\$1,510	\$1,650	\$1,820	\$2,040	\$2,290
CATEGORY IV						
Cheerleaders (Per Season)						
Advisor	HS	\$1,110	\$1,170	\$1,340	\$1,490	\$1,650
Assistant Advisor	HS	\$660	\$780	\$850	\$940	\$1,060
Chorus						
Director	HS	\$1,110	\$1,170	\$1,340	\$1,490	\$1,650
Director (2)	MS	\$1,110	\$1,170	\$1,340	\$1,490	\$1,650
Newspaper, Yearbook						
Advisor	HS	\$1,110	\$1,170	\$1,340	\$1,490	\$1,650
Advisor	MS	\$1,110	\$1,170	\$1,340	\$1,490	\$1,650
Student Government Advisor	HS	\$1,110	\$1,170	\$1,340	\$1,490	\$1,650
Unified Sports - Bocce						
Head Coach	HS	\$1,110	\$1,170	\$1,340	\$1,490	\$1,650

<u>Activity</u>		1-5 Years <u>Base</u>	6-10 Years <u>Level I</u>	11-15 Years <u>Level II</u>	16-20 Years <u>Level III</u>	21 & Over <u>Level IV</u>
CATEGORY V						
Mock Trial Advisor	HS	\$870	\$900	\$950	\$1,080	\$1,190
Orchestra Director	HS/MS	\$870	\$900	\$950	\$1,080	\$1,190
Senior Class Advisor (2)	HS	\$870	\$900	\$950	\$1,080	\$1,190
Skills USA Club Advisor	HS	\$870	\$900	\$950	\$1,080	\$1,190
FBLA Advisor	HS	\$870	\$900	\$950	\$1,080	\$1,190
CATEGORY VI Work with students a minimum of thirty (30) hours outside school hours						
Band Front	MS	\$590	\$590	\$590	\$590	\$590
Band Front	HS	\$590	\$590	\$590	\$590	\$590
Newspaper	Elem	\$590	\$590	\$590	\$590	\$590
National Honor Society Advisor	HS	\$590	\$590	\$590	\$590	\$590
Math Team Advisor		\$590	\$590	\$590	\$590	\$590
Math Team Advisor, JV		\$590	\$590	\$590	\$590	\$590
Oratorical Contest Advisor	MS	\$590	\$590	\$590	\$590	\$590
S.H.O.U.T./S.H.O.P. Advisor		\$590	\$590	\$590	\$590	\$590
Basketball		\$590	\$590	\$590	\$590	\$590
Field Hockey		\$590	\$590	\$590	\$590	\$590
Flag Football		\$590	\$590	\$590	\$590	\$590
Soccer		\$590	\$590	\$590	\$590	\$590
Volleyball		\$590	\$590	\$590	\$590	\$590
Wrestling		\$590	\$590	\$590	\$590	\$590
Class Advisors (Grs. 9-11)	HS	\$590	\$590	\$590	\$590	\$590
CATEGORY VII Work with students a minimum of ten (10) hours outside school hours						
Beta Club Advisor		\$180	\$180	\$180	\$180	\$180
Cross-Country		\$180	\$180	\$180	\$180	\$180
It's Academic Advisor		\$180	\$180	\$180	\$180	\$180
Science Fair Coordinator		\$180	\$180	\$180	\$180	\$180
Track & Field		\$180	\$180	\$180	\$180	\$180

If the responsibility for the activity is divided, the allowance will be divided between the advisors. The total allotment per school shall not exceed the amount contained on the Extra-Pay Schedule.

**APPENDIX B
Salary Schedule**

**WICOMICO COUNTY SALARY SCHEDULE FOR TEACHERS
2011-2012**

Salary Step	Standard Professional	APC w/ Equivalent	APC w/ Master's	APC w/ Master's + 30	APC w/Doctorate
1	42,140	42,970	44,290	45,770	47,430
2	42,250	43,010	44,300	45,780	47,450
3	42,340	43,020	44,310	45,800	47,610
4	42,930	43,970	45,280	46,740	48,590
5	43,680	44,960	46,250	47,740	49,550
6	44,570	45,950	47,250	48,890	50,690
7	45,560	46,920	48,220	50,030	51,850
8	46,690	48,100	49,430	51,390	53,180
9	47,940	49,430	50,880	52,670	54,640
10	49,320	51,580	53,100	55,080	56,860
11	50,700	53,410	54,700	56,690	58,660
12	52,030	55,240	56,560	58,520	60,480
13	53,850	56,890	58,530	60,480	62,480
14	56,510	61,080	62,830	64,870	66,530
15-18	58,140	62,850	64,640	66,740	68,450
19-22	60,320	65,000	67,030	69,120	70,800
23-27	63,080	68,180	70,220	72,320	74,020
28+	65,640	70,730	72,930	75,080	76,750

- Provisional degree salary is \$500 less than the Standard Professional scale on each step.
- Add \$500 for SPC+15
- Add \$1,000 for Advanced Professional with Masters Equivalent plus thirty (30) hours. To be eligible for this addition to salary, Unit members must meet the qualifications in 13.8 A-C.
- Unit I members who receive National Board Certification shall receive \$2,000 in addition to the salary listed above.
- Unit I members who become Nationally Certified in Speech Pathology shall receive \$2,000 in addition to the salary listed above.
- All funds received by the Board as a result of any state initiative to increase teachers' salaries will be applied as an across the board percentage raise to the scale above.
- New Unit I employees school year = 192 days. New employees will be paid per diem for the two additional days.

MEMORANDUM OF UNDERSTANDING


Wicomico County Education Association (WCEA) and Wicomico County Board of Education (WCBOE) agree to the following for the 2011 - 2012 school year:

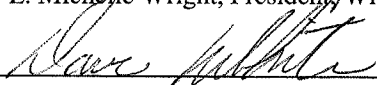
The Board of Education and Association shall establish a committee to jointly develop and recommend an evaluation instrument for presentation to the parties. In the event that both parties fail to mutually agree on the evaluation instrument, then the model performance evaluation criteria adopted by the State Board shall take effect pursuant to § 6-202 of the Education Article of the Annotated Code of Maryland.

The Board of Education has prepared a budget for the 2011-2012 school year that intends to fund the projected seven (7) percent health insurance costs increase. The employee contribution for FY'12 will remain at FY'11 contribution levels. This contribution is based upon the projected seven (7) percent health insurance costs increase.

Furthermore, the Board of Education does not intend to provide any salary increase for its employees in FY'12. However, in the event that another bargaining unit is able to successfully negotiate an increase in salary, compensation or change in salary schedule for FY'12, WCEA and WCBOE will reopen negotiations on Article 13.1 Salary Schedule.

This MOU will expire on June 30, 2012.

Signature:  Date 4/5/11
L. Michelle Wright, President, Wicomico County Board of Education

Signature:  Date 4-5-11
Dave White, President, Wicomico County Education Association