

**AGREEMENT**

**between**

**THE BOARD OF EDUCATION  
OF  
CALVERT COUNTY**

**and**

**THE CALVERT ASSOCIATION  
OF  
SUPERVISORS AND  
ADMINISTRATORS**

**July 1, 2008 – June 30, 2011**



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**ARTICLE I**  
**General Provisions**

- 1.1 **Recognition.** In view of the certification by the Board of Education of Calvert County, Maryland, hereinafter referred to as the “Board,” the Calvert Association of Administrators and Supervisors (CASA), hereinafter referred to as the “Association,” is recognized as the exclusive representative of the certificated administrators and supervisors unit of the school system in accordance with Education Article, Title 6, Subtitle 4, of the Annotated Code of Maryland.
- 1.2 **Definition of Terms.**
- (a) The term “Member,” as it appears in this agreement, shall include all members of the unit represented by the Association.
  - (b) The term “Superintendent,” as it appears in this agreement, shall refer to the Superintendent of Schools for the Board of Education of Calvert County, Maryland.
- 1.3 **Article Ratification.** The items of this agreement not requiring fiscal support, when duly ratified by the Association and the Board will be valid and binding during the term of this agreement. The items which require fiscal support shall be valid and binding to the extent that sufficient funds are guaranteed and/or made available by the Calvert County fiscal authorities to fully implement said items.
- 1.4 **Reduced Funding.** If categories which contain requests for funds to support items in this agreement are reduced by the County fiscal authorities, further negotiations on these items shall begin after the action by the Board of Commissioners and conclude not later than June 15 for the subsequent fiscal year.
- 1.5 **Severability.** If any provision of this agreement or any application of the agreement to any party to this agreement shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- 1.6 **Succeeding Year.** Negotiations for a succeeding agreement shall begin no later than November 15, 2010 with a goal of completing the negotiations by February 1, 2011.
- 1.7 **Impasse Procedure.** If agreement has not been reached, or at the request of either party, the provisions for handling an impasse as provided by Education Article, Title 6, Subtitle 4, of the Annotated Code of Maryland, shall apply. The impasse procedure shall be postponed upon mutual consent of both parties.

In the event that the State Superintendent of Schools determines that an impasse is reached, the Association or the Board may request the assistance and advice of the State Board of Education. At the request of either party, a panel shall be named to aid in the resolution of differences. The panel shall be named as provided in Education Article, Title 6, Subtitle 4, Section 6-408(d), of the Annotated Code of Maryland. In the event that the two initial panel members cannot agree upon a third party, the third member of the panel shall be determined by:

- (a) Requesting a list of nine arbitrators from the American Arbitration Association. (A list of five arbitrators may be requested in the event that there is mutual agreement to do so.)
- (b) The third panel member shall be drawn from the list as detailed in (c) and (d). At the

request of the Board or CASA, a new list may be requested from the American Arbitration Association and name picked from the new list.

- (c) Drawing lots to determine which of the two initial panel members shall strike a name from the list.
- (d) Alternately striking names from the list until one name remains, such person to be the third panel member.

All other provisions for handling an impasse as provided by Education Article, Title 6, Subtitle 4, of the Annotated Code of Maryland, shall apply.

- 1.8 **Personal Freedom.** The personal life of an employee is not within the appropriate concern or attention of the Board except as it may prevent the employee from properly performing his/her assigned functions during the workday or interfere with the operation of the school building or central office.

## **ARTICLE II Board's Rights**

Subject to the terms and conditions of this agreement and to the authority of the State Board of Education under the Education Article of the Annotated Code of Maryland, it shall be the exclusive function of the Superintendent of Schools and the Board to determine the mission of the county public education system; set the standards of service to be offered; maintain the efficiency of operations; determine the methods, means and personnel by which such operations are to be conducted; 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 III Association's Rights and Privileges**

- 3.1 **Board of Education Meetings.** A representative chosen by the Association may attend any and all open meetings of the Board of Education for the purpose of keeping all members informed of school business. The Association may present proposals/comments to the Board by requesting the Superintendent include the Association on the agenda.
- 3.2 **School Calendar Committee.** The Association will have a representative who shall serve on the calendar committee.
- 3.3 **Monthly Discussions.** The Association President shall have the opportunity to meet with the Superintendent as needed to discuss relevant issues.
- 3.4 **Interschool Communications.** Use of the interschool mail facility is authorized to distribute official Association material. The Association shall have access to and use of the electronic bulletin/mail delivery system to communicate with members.
- 3.5 **A&S Job Descriptions.** The Association may provide recommendations in the development of administrative and supervisory job descriptions.

- 3.6 **Professional Leave.** A total of fifteen (15) days of professional leave will be available to unit members for organizational business at the discretion of the Association President.

#### **ARTICLE IV Association/Board Relations**

- 4.1 **Copy of Ratified Agreement.** Each member shall be given a copy of the ratified agreement.
- 4.2 **Use of School Facilities.** The Association may use school facilities for meeting at reasonable times when such facilities are not otherwise in use. The Association will contact the appropriate administrator to schedule the use of school facilities.
- 4.3 **Payroll Deduction Authorization.** Association dues may be paid via the payroll deduction method. Each Association member desiring this service shall submit an authorization form, bearing his or her original signature, to the Executive Director of Finance by August 15 of each year. The payroll deduction form will be designed by the Executive Director of Finance with input from the Association.

Payroll deduction shall begin with the salary check issued on or about the first pay date after joining each year and the total will be deducted over subsequent pay periods. This authorization shall be valid as long as such signators are employed with the Calvert County Public Schools, unless they countermand it in writing to the Board prior to September 15 of any school year. In case of resignation within a school year, the balance due that year will be deducted from his/her final salary check.

#### **ARTICLE V Contract Year**

All days when administrative offices are open shall be working days for members employed on a twelve-month basis (total 245 days). Ten-month members shall work 205 days per school year and eleven-month members shall work 225 days per school year. Ten- and eleven-month work schedules will be coordinated and approved by the member's immediate supervisor.

#### **ARTICLE VI Grievance Procedures**

- 6.1 **Purpose.** The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise regarding this negotiated agreement. Both parties agree that these proceedings will be kept confidential and not be a matter of public record.

Nothing contained herein will be construed as limiting the right of any Association member having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance addressed without the involvement of the Association.

## 6.2 Definitions.

- (a) "Grievance" is a claim by the Association or a member of the Association of an alleged violation, misinterpretation, or misapplication of provisions of the Negotiated Agreement.
- (b) "Days" shall mean working days.

## 6.3 Procedure.

**Step 1.** Within twenty (20) days following occurrence of the act or condition which is the basis of the complaint, a member may file a grievance with his/her immediate supervisor, or such grievance shall be deemed to be waived.

The immediate supervisor shall have ten (10) days to give a written decision after receipt of the grievance. Failure to respond within the time limitations established shall enable the grievant to proceed to Step 2.

**Step 2.** The grievant may appeal by written notice to the Superintendent within ten (10) days after the Step 1 response. The Superintendent shall have ten (10) days to give a written decision after receipt of the grievance. Failure to respond within the time limitations established shall enable the grievant to proceed to Step 3.

**Step 3.** The grievant may appeal in writing to the Board within ten (10) days after the Step 2 response pursuant to the Annotated Code of Maryland, Education Articles 4-205(c) and 6-202. Should the Board exercise its authority to utilize a hearing examiner to hear this appeal, the hearing examiner shall be selected from a pool of two or more qualified local candidates, one of which to be identified by the Association. Pending availability, a hearing examiner will be selected to hear appeals on a rotating schedule.

## 6.4 Other Provisions.

- (a) This agreement shall not limit due process rights of Association members to appeal to the State Board of Education as provided in the Annotated Code of Maryland 4-205c.
- (b) All Association members shall have the right to Association representation at Steps 1 and 2 and/or legal representation at Step 3.
- (c) No reprisal shall be invoked against any Association member for processing a grievance or participating in the grievance procedure.
- (d) All forms, responses, and referenced attachments dealing with a grievance will be filed separately from the personnel files of the grievant.

## ARTICLE VII Assignments and Transfers

7.1 **Notification.** Each member shall be given written notification of his/her salary status, position, and tentative assignment for the forthcoming school year by July 1, annually.

7.2 **Voluntary Transfer.** When a member is transferred or reassigned at his/her request to another position, the member will begin receiving the salary of the new assignment on the effective date of the transfer or reassignment.

When a member serves in a 12-month position through the end of a school year (June 30) and then is transferred or reassigned to another position for the following school year, the effective date of the transfer or reassignment shall be the first duty day of that assignment.

- 7.3 **Involuntary Transfer.** An involuntary transfer is a transfer for cause. Cause is defined as documented poor performance or misconduct. When a member is involuntarily transferred to a position with a lower salary, the member will begin receiving the salary of the new assignment on the effective date of the transfer. The member will be given the reason(s) for the transfer in writing.
- 7.4 **Administrative Transfer.**
- a. Any member transferred to a lower paying position prior to July 1, 2008 will retain his/her current salary scale.
  - b. Any member transferred to a lower paying position on or after July 1, 2008 shall:
    - i. retain his/her current salary scale for three years,
    - ii. at the start of the fourth year, be paid at the annual salary step and grade in effect on the last day of the third year (to include COLA), and
    - iii. continue to be paid at the annual salary step and grade in effect on the last day of the third year (to include COLA) until his/her salary on the new grade exceeds this guaranteed salary, at which time the unit member will be placed on the new salary scale.

## **ARTICLE VIII Promotions**

- 8.1 **Announcement of Vacancies.** All administrative vacancies to be filled, including any newly created positions but excluding Executive Director, Staff Attorney, Assistant Superintendent, Deputy Superintendent and Superintendent, will be posted.
- 8.2 **Upgrades to Current Positions.** The only vacancies that will not be posted are those that occur because of an upgrade in position due to increased job responsibilities where the lower level position is eliminated. The Association will be notified of such changes and provided the opportunity to respond.
- 8.3 **Consideration.** Current CCPS administrators who submit an application or letter of interest and who meet the qualifications for the advertised position will be interviewed and notified of their status prior to the system-wide announcement.
- 8.4 **Application.** Candidates are required to apply in writing to the Personnel Department for posted vacancies.
- 8.5 **Screening Committee.** The Superintendent will appoint a Screening Committee to screen and interview candidates and make recommendations to him or her. This committee shall include any representative who holds a position which supervises the advertised vacancy.

8.6 **Superintendent's Recommendation to the Board.** The Superintendent's recommendation(s) for appointment will be submitted to the Board of Education for consideration. The Superintendent will confer with the direct supervisor for advisement prior to making an appointment.

**Note:** The Board and CASA will establish a study committee to review issues related to administrator titles and job responsibilities. This study committee will have six members, three appointed by the President of CASA and three appointed by the Superintendent. This study committee will convene within ninety (90) days of the signing of this agreement. Within ninety (90) days of the initial meeting, the study group will provide written recommendations to the Superintendent for consideration.

## **ARTICLE IX Employee Evaluation**

- 9.1 **Evaluation/Rating Process.** The primary purpose of the evaluation/rating process for administrators is the improvement of instruction and the efficient operation of the school system. Evaluation is that phase of the process by which an administrator formally or informally (mid-year conferences and verbal feedback) appraises an employee's performance primarily for the purpose of providing direction and bringing about improvement; rating is that phase of the process by which an administrator formally assesses, according to a pre-determined schedule and instrument, the extent to which the employee has attained the goals or standards of the assignment.
- 9.2 **Performance.** When an employee's job performance is deemed less than effective, the evaluator shall advise the employee of such circumstances by conference and/or written notification. The employee shall be given reasonable time to correct deficiencies and a conference will be held to review progress.
- 9.3 **Restrictions.** There shall be no predetermined scale within which evaluative scores will fall.
- 9.4 **Complaints.** Members will be advised of any complaints against them and will be given an opportunity to address such complaints. Such information shall not be used in the employee's evaluation without confirming the validity of such complaints. The member will have an opportunity to review/receive a copy of written complaints and will initial same if placed in personnel file with the understanding that such receipt does not necessarily indicate agreement with content.
- 9.5 **Rebuttals/Written Responses.** Members may submit written responses to documents placed in personnel files.
- 9.6 **Factors.** The evaluation-rating process should:
- (a) Enable an evaluatee and the evaluator to establish performance goals with one (1) goal targeted towards professional development for the evaluatee at least six months prior to the formal rating.
  - (b) Provide supervisory assistance to the evaluatee in identifying strengths and weaknesses and in mutually developing courses of action to bring about desired change.
  - (c) Provide a measure of accountability by assessing the evaluatee's progress toward the accomplishment of goals.

- (d) Provide feedback that does not use student performance on achievement tests as the sole criterion for evaluation or rating of administrators.
- (e) Provide a written copy of his/her evaluation before July 1 of the then current school year.
- (f) Ensure that any rating criterion marked “Below Average” or “Unsatisfactory” will be supported with written documentation.
- (g) Ensure that the evaluatee provides evidence of effort toward the desired change. Evidence may include strategies being implemented in the evaluatee’s area of responsibility or artifacts that demonstrate progress toward specific goals.

9.7 **Modifications.** The Board agrees to consult with the Association prior to any change in the evaluation instrument and/or procedures for evaluation.

## **ARTICLE X Discipline**

- 10.1 **Suspension.** Any suspension of an administrator pending an administrative hearing or investigation shall be at a rate of 70% of his/her pay. If an administrator’s case is upheld, salary lost during the suspension shall be paid to that administrator.
- 10.2 **Representation.** After the initial meeting, a member, upon request, has the right to have an Association representative and/or legal counsel accompany and advise him/her at an interview or meeting, the purpose of which is to investigate whether the member has engaged in misconduct as referenced in Education Article §6-202 of the Annotated Code of Maryland that could result in discipline.

## **ARTICLE XI Temporary Leaves of Absence**

- 11.1 **Annual Leave.** Annual leave must be planned to give the best practical continuous coverage of the schools and the departments of the Central Office. Consequently, members will not be granted more than twenty (20) consecutive days of annual leave nor will members be granted more than twenty (20) days of annual leave in the two months just prior to their actual date of retirement.

Twelve (12) month administrators shall earn annual leave as follows based on years of experience in education:

- 1-13 years experience – 21 days
- 14-19 years experience – 22 days
- 20-25 years experience – 23 days
- over 25 years experience – 24 days

On September 1, accumulated annual leave in excess of forty-five (45) days will be converted to sick leave.

11.2 **Bereavement Leave.** Members are entitled to the following bereavement leave:

- (a) Not more than five (5) working days of absence with pay shall be allowed for each death in the immediate family, including child, stepchild, parent, stepparent, brother, sister, husband, wife, or any person who has lived regularly in the household of the employee.
- (b) Not more than two (2) working days of absence with pay shall be allowed for the death of a grandparent, grandchild, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece or nephew.
- (c) Not more than one (1) working day of absence with pay shall be allowed for the death of a brother-in-law or sister-in-law.
- (d) If the deceased is an ex-spouse and/or ex-in-law and there are children between the parties, two (2) days leave may be allowed. One day must be used on the day of the funeral.
- (e) Should an employee be required to travel out-of-state for funeral or other bereavement related matters, other available leave may be used to extend the time allotted. This use of leave shall not be denied.
- (f) Should an employee be named executor of an estate for those relatives listed above, he/she may elect to use one (1) of the bereavement leave days in performance of this responsibility. The employee may use any other leave time accumulated for this matter. This leave shall not, within reasonable limits, be denied.

11.3 **Jury Duty.** Administrators shall be granted leave with pay for jury duty. An administrator called for jury duty shall receive his/her regular salary.

11.4 **Parental Leave.**

- (a) Administrators shall, at their request, be granted a leave of absence, without pay, for childbearing and/or child rearing for such period of time as they specify within the then current school year. When possible, the administrator shall notify the Board thirty (30) days in advance of such leave. In the event the administrator requests to extend said leave beyond the school year in which it is granted, the administrator shall notify the Superintendent of that intent by June 1. Upon notification, said leave will be extended for one (1) full school year unless the administrator and the Board mutually agree to a shorter period of time, or unless otherwise provided by law.
- (b) Administrators adopting an infant child shall, at their request, receive similar leave which shall commence upon the administrators receiving defacto custody of said infant, or earlier if necessary, to fill the requirement for the adoption.
- (c) The Board shall offer to the administrator upon the expiration of parental leave the first available administrative position for which the administrator is properly qualified without creating a new position, transferring another administrator, or promoting the administrator to a higher paying position. In the event that an appropriate administrative vacancy does not exist, the member will be offered the first available teaching position for which the administrator is properly qualified.
- (d) The administrator on leave shall be afforded the opportunity to continue payments toward insurance programs. The employee must pay in advance, at least one (1) month, the full cost for any such benefits.

11.5 **Personal Leave.** At the beginning of every school year, each member shall be credited with two (2) personal leave days to be used for the member's personal business. Members with

twenty (20) or more years of experience shall be credited with three (3) days to be used for the member's personal business. If unused, these days shall be cumulative up to five (5) days; unused days thereafter shall be added to sick leave.

#### 11.6 **Sabbatical Leave.**

- (a) The number of full year sabbatical leaves with pay (subject to sub-paragraph (c) below) available for administrators during any one school year shall be one (1). Request for a sabbatical leave of absence shall be made to the Superintendent by February 15.
- (b) The administrator shall have completed at least five (5) consecutive full school years in active service as a regularly appointed teacher and/or administrator in the Calvert County Public Schools in order to be eligible to receive a sabbatical leave.
- (c) Administrators on sabbatical leave of absence will be paid at one-half of their annual salary rate. In the event that the administrator receives a stipend, fellowship, or scholarship which, after subtracting the cost of tuition, fees, and books, exceeds one-half of the employee's regular salary, the Board's contribution will be diminished by the amount in excess thereof.
- (d) The Board shall offer to the administrator upon the expiration of sabbatical leave the first available administrative position for which the administrator is properly qualified without creating a new position, transferring another administrator, or promoting the administrator to a higher paying position. In the event that an appropriate administrative vacancy does not exist, the member will be offered the first available teaching position for which the administrator is properly qualified.
- (e) A sabbatical leave of absence may be extended without pay or increment for one (1) additional year.
- (f) The administrator shall agree to return to employment with the Board for one (1) full year in the event of a one-half year sabbatical leave, or two (2) full years in the event of a full year of sabbatical leave. Any employee who has been granted sabbatical leave under this provision and assigned to a teaching position for two consecutive years may resign, without penalty, at the end of the first year. If the administrator accepts employment elsewhere and fails to return and remain in service pursuant to the provisions of this section, any money paid to the administrator during that sabbatical shall be refunded to the Board of Education. The administrator also shall agree to notify the Office of the Superintendent for approval of any projected changes in his/her plans for professional improvements.
- (g) Prior to approval of sabbatical leave the administrator shall submit a written proposal of the college course work as a full-time student that he/she plans to take.
- (h) The applicant for sabbatical leave for study shall complete at least sixteen (16) semester units of upper division or graduate work during the sabbatical year. It will generally be expected that not less than eight (8) semester units shall be completed during each semester. If travel or extensive research is involved, a lesser total number of semester hours may be considered if approved by the college advisor. Transcripts or other evidence of completion shall be submitted to the Superintendent's Office within thirty (30) days of the member's return to duty.
- (i) The administrator on sabbatical leave shall submit transcripts or other evidence of completion to the Superintendent's Office within thirty (30) days of the member's return to duty.
- (j) A sabbatical leave for travel will only be considered when the travel is in conjunction with an organized program of study or research. Application for leave shall include, in general terms, an itinerary of the proposed objectives of the study or research of which the travel is a part. Upon completion of the leave and within thirty (30) days of the

member's return to duty, a detailed itinerary and written report, of not less than 1,500 words, shall be submitted to the Superintendent's office, setting forth the member's reactions to the travel and a statement of the benefit to the schools, and the students of Calvert County. A description of travel will not satisfy this requirement.

- (k) The administrator on leave shall be afforded the opportunity to continue payments toward retirement and all other payroll deductions provided for in this agreement.

#### 11.7 Sick Leave.

- (a) Each administrator shall be allowed minimum sick leave at the rate of one (1) work day per month, the annual total of which shall be available at the beginning of the school year. The maximum number of sick leave days which may be accumulated shall be unlimited.
- (b) The Board shall advance sick leave days which will be charged against subsequent accrual, provided the number of sick days advanced will not exceed seventeen (17) days. An administrator who has a deficit in sick leave for two (2) consecutive years shall not be advanced sick leave. An administrator, upon termination of service with the Board, who has any sick leave indebtedness shall have the amount of such indebtedness deducted from the final salary check(s).
- (c) The Superintendent may require a doctor's certificate of illness from the administrator's personal physician(s) and/or the examining physician(s) of the Board of Education as recommended by the administrator's direct supervisor.
- (d) Sick leave may be used for personal illness, illness in the immediate family, or dental and medical appointments which cannot be made outside of working hours.
- (e) Administrators transferring into the Calvert County Public School System shall be allowed to transfer from other Maryland public school systems up to a maximum of 180 unused accumulated sick leave days.
- (f) Previously accumulated sick leave prior to any leave of absence will be restored to all employees returning from approved leaves of absence.
- (g) Administrators shall, at their request, be allowed to use sick leave for absence due to a certified medical condition connected with or resulting from pregnancy. With a doctor's certification, the administrator must return to work unless she resigns or requests a leave of absence.
- (h) Administrators shall be notified of accumulated sick leave on each regular salary pay voucher.
- (i) One month prior to effective retirement date of an administrator, he/she may transfer any accumulated sick leave from another Maryland county that is verifiable and is above and beyond the amount allowable in item (e) above.
- (j) When an employee has exhausted all of his or her leave and has a medically documented illness that is incapacitating or catastrophic, his or her spouse, parent, child, or sibling shall be allowed to transfer leave to each other upon approval of the Superintendent. The maximum transfer to an individual shall be thirty (30) days each school year.

11.8 **Extended Administrator Absences.** In the event of an extended administrator absence, consideration will be given to alleviate the hardship on the department or school.

**Note:** The Board and CASA will establish a study committee to review issues related to flex time. The flex time study committee will have six members, three appointed by the President of CASA and three members appointed by the Superintendent. The flex time committee will

convene within ninety (90) days of the signing of this agreement. Within ninety (90) days of the initial meeting, the study group will provide written recommendations to the Superintendent for consideration.

## **ARTICLE XII Inclement Weather**

All twelve-month employees should report to work on days when schools are closed due to inclement weather. In the event that a Code Red is called and offices are also closed, only head custodians and essential maintenance workers must report to work. Requests for annual leave will be liberally approved.

**Note:** Pending the recommendations of the flex time study committee, flex time will also be liberally approved.

## **ARTICLE XIII Professional Development**

- 13.1 **Conferences.** When administrative and supervisory personnel receive approval to attend professional conferences, the Board will reimburse them for the expenses associated with registration, travel, lodging, and meals as approved. The current Internal Revenue Service per diem rates will be used for reimbursements of meals and incidental expenses. An effort will be made to allocate available local funds equitably among all members holding the same job title.
- 13.2 **Membership in Professional Organizations.** The Board of Education will pay a maximum of \$350 toward professional membership for each member.
- 13.3 **Local Activities.** Appropriate staff development for administrators will be planned and financed by the Board. Such planning may include input from the Association.
- 13.4 **Professional Development Goal.** Members shall include a professional development goal each year as part of the goal setting process with their supervisor. The professional development goal will target an area in which the administrator chooses to gain new information, skills, and/or conceptual understandings. In the event a member is rated as “unsatisfactory” or “below average” in a particular area on the prior year’s evaluation, the professional development goal shall address this area.

## **ARTICLE XIV Travel Reimbursement**

- 14.1 **Rate.** Administrators will be reimbursed at the Internal Revenue Service (IRS) mileage reimbursement rate per mile for miles driven in connection with their employment. In determining the amount of reimbursable travel during a scheduled work day, the round trip distance from home to assigned duty station is not reimbursable.
- 14.2 **Exceptions.** All requests for travel reimbursement not outlined above will be considered on an individual basis. The Superintendent’s determination regarding these requests will be final.

- 14.3 **Deadline.** Vouchers for approved travel will be submitted on a monthly basis.

## **ARTICLE XV Tuition Reimbursement**

- 15.1 **Course Work.** The Board will reimburse administrators who satisfactorily complete a course with a grade of “B” or better provided the course has been approved in advance. In no case, however, shall an administrator be reimbursed for more than the actual tuition cost per credit hour. The maximum annual reimbursement shall be \$3150 for FY '09, \$3300 for FY '10 and \$3450 for FY '11 per administrator.
- 15.2 **Principal Exam.** Upon successful completion of the School Leaders Licensure Assessment, the member will be reimbursed in full for the test registration fee.

## **ARTICLE XVI Insurances/Fringe Benefits**

- 16.1 The Board will provide insurance benefits that offer major medical, dental, vision, and prescription drugs, an Employee Assistance Program and a Flexible Spending Account consistent with the benefits package provided members of the Calvert Education Association with the same rate of employee contribution.
- 16.2 The Board shall provide Group Term Life Insurance with double indemnity for accidental death for all employees. The amount of life insurance per employee shall be 150 percent of annual salary. Employees hired before July 1, 1989 will be able to carry this amount into retirement with the individual paying 100% of the cost.

Employees hired after July 1, 1989 and before July 1, 1999 will be able to choose one of the following options at retirement:

- A. carry a \$60,000 term life insurance policy into retirement with the individual paying 100% of the premium cost.
- B. carry a \$10,000 term life insurance policy into retirement provided by the Board at no cost to the retiree.

For employees hired after July 1, 1999 the Board will provide, at no cost, a \$10,000 term life insurance policy for all retirees.

- 16.3 The Board will pay 75% of the cost of the individual plan for retirees for health, vision care, dental and prescriptive drug insurance pursuant to the above specifications. The retired employee shall be responsible for the remainder of the premium cost for this coverage as well as the full premium cost for any dependency coverage. The employee must be retiring from the Calvert County Public Schools with five or more years of creditable service in Calvert County to be eligible for this benefit and must be receiving retirement benefits from either Maryland Retirement System. For employees hired on or after July 1, 2008, the Board subsidy will be based on years of service. The Board will subsidize 5% of health insurance costs for each year of service with Calvert County Public Schools upon retirement. The table below outlines this subsidy plan.

Years of Service	Health Insurance Subsidy	Years of Service	Health Insurance Subsidy
1	0.0%	16	75%
2	0.0%	17	75%
3	0.0%	18	75%
4	0.0%	19	75%
5	0.0%	20	75%
6	30%	21	75%
7	35%	22	75%
8	40%	23	75%
9	45%	24	75%
10	50%	25	75%
11	55%	26	75%
12	60%	27	75%
13	65%	28	75%
14	70%	29	75%
15	75%	30	75%

The insurance program is not available for those past or present employees who leave the employment of the Board of Education of Calvert County after five years and vest their retirement contributions. The only exceptions are those employees who have left with twenty-five years of creditable service and no less than the last five years of that service with the Board of Education of Calvert County shall be allowed to continue their coverage at no cost to the Board.

Retirees' insurance coverage at the age of 65 will be converted to the appropriate Board of Education program.

Premium contributions for retirees shall be deducted from their monthly pension check issued by the Maryland Retirement Systems. If the premium cost exceeds the amount of the retirees' pension check, the retiree must pay the difference two months in advance to the Board of Education of Calvert County.

If a retired employee or a current employee who retires, declines to join, defaults premium, or drops coverage, they will no longer be eligible for the Board's insurance programs.

In the event of the death of the employee, the spouse may convert to private coverage pursuant to the provisions of the respective insurance carriers.

## ARTICLE XVII Ratification

17.1 **Agreement.** It is agreed and understood by the parties that the foregoing Agreement represents the full Agreement between said parties to date on all matters negotiated in accordance with Title 6, Subtitle 4 of the Education Article of the Annotated Code of Maryland (1978).

- 17.2 **Deadline.** Within fifteen (15) days following the signing of this Agreement, each party will notify the other that conditional approval has or has not been obtained from its respective principals.

## **ARTICLE XVIII**

### **Duration**

This agreement shall take effect on July 1, 2008, and shall remain in full force and effect through June 30, 2011 and incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this agreement.

## **ARTICLE XIX**

### **Salary and Compensation**

- 19.1 **Certification.** Any member receiving his/her initial administrative appointment after July 1, 1999 and who is not eligible for Administrator I endorsement will have his/her salary frozen at step 6 after reaching that step on the appropriate pay scale.
- 19.2 **Advanced Degrees.** Any member who has earned a doctorate will receive an additional stipend of 1.25% of their annual salary (minimum of \$1,250) per year.
- 19.3 **Annual Leave Reimbursement.** Upon termination of employment as an administrator, a member will be paid for up to forty-five (45) days of unused annual leave on a per diem basis.
- 19.4 **Fitness Program.** Members will be reimbursed up to \$250 per fiscal year for an exercise or health program and/or exercise gym or health club membership upon submission of a valid receipt.
- 19.5 **Death Benefit.** If an administrator dies while in service, his/her estate shall receive that member's eligible unused annual leave reimbursement.
- 19.6 **Placement on Salary Schedule.**
- (a) Whenever a member is promoted, placement on the salary schedule will be the higher of the following:
    - Step one of the new grade on the salary schedule or
    - Five (5) percent more than the member would have received had he/she remained in his/her current position and rounded up to the nearest salary reflected on the new grade of the appropriate scale.
  - (b) A new twelve-month appointee with no administrative/supervisory experience will receive five (5) percent more than his/her last salary and rounded up to the nearest salary step on the appropriate grade not to exceed the third (3<sup>rd</sup>) step of that scale.
  - (c) A new appointee with prior administrative/supervisory experience in another system will receive five (5) percent more than his/her last salary and rounded up to the nearest salary step, not to exceed the number of years of experience he/she has in that position.

- (d) A new appointee with prior administrative/supervisory experience accepting a position at a higher grade will be placed at the higher of the following:
  - Step one (1) of that grade
  - Five (5) percent more than the member would have made if he/she remained in his/her current position and rounded up to the nearest salary reflected on the new grade.
- (e) A new ten- or eleven-month appointee shall be placed on the salary schedule as follows:
  - Ten-Month: Current teaching salary (not to exceed MA +30 scale at the same step) x 1.05 and rounded up to the nearest salary reflected on the new grade of the appropriate scale, not to exceed the third (3<sup>rd</sup>) step of that scale. Ten-month members will receive 205/245 x 12-month salary in appropriate grade.
  - Eleven-Month: Current teaching salary (not to exceed MA +30 scale at the same step) x 1.05 x 1.1 and rounded up to the nearest salary reflected on the new grade of the appropriate scale, not to exceed the third (3<sup>rd</sup>) step of that scale. Eleven-month members will receive 225/245 x 12-month salary in appropriate grade.
- (f) Any ten- or eleven-month member moving to a 12-month assignment with like job title will have their salary increased by a factor of .10 for each additional month of work and rounded up to the nearest salary reflected on the new grade of the appropriate scale, not to exceed the number of years of experience he/she has in that position.
- (g) Any member voluntarily or involuntarily transferred to a position of lower pay will be placed on the salary schedule in the appropriate grade and on the step commensurate with years of administrative experience not to exceed member's current salary.
- (h) The superintendent reserves the right to place Directors hired after June 30, 2002 in either Director I or Director II salary grades. Administrators will be placed on either scale based upon a responsibility factor.

19.7 **Salary Schedule.** The salary schedule for FY '09 thru '11 is reflected in the tables that follow:

- (a) Any member who is frozen on the highest step of their grade will receive additional pay of 1.1% of their salary annually in '09 and '10 and 1.2% of their salary in '11.
- (b) For FY 2009 a 4.5% across the board salary adjustment.
- (c) For FY 2010 a 4.5% across the board salary adjustment.
- (d) For FY 2011 a 4.5% across the board salary adjustment.

**Calvert Association of Supervisors and Administrators  
FY 2009 Salary Schedule**

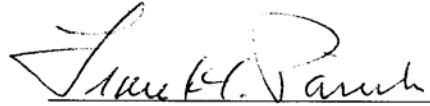
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Step	Gr. 1	Gr. 2	Gr. 3	Gr. 4	Gr. 5	Gr. 6	Gr. 7	Gr. 8
1	\$84,446	\$86,133	\$91,302	\$95,865	\$97,013	\$101,863	\$104,918	\$108,994
2	\$86,558	\$88,286	\$93,584	\$98,262	\$99,438	\$104,410	\$107,541	\$111,718
3	\$88,722	\$90,494	\$95,924	\$100,718	\$101,924	\$107,020	\$110,229	\$114,511
4	\$90,940	\$92,756	\$98,322	\$103,236	\$104,472	\$109,696	\$112,985	\$117,374
5	\$93,213	\$95,075	\$100,780	\$105,817	\$107,084	\$112,438	\$115,810	\$120,308
6	\$95,543	\$97,452	\$103,299	\$108,463	\$109,761	\$115,249	\$118,705	\$123,316
7	\$97,932	\$99,888	\$105,882	\$111,174	\$112,505	\$118,130	\$121,673	\$126,399
8	\$100,380	\$102,385	\$108,529	\$113,954	\$115,317	\$121,084	\$124,715	\$129,559
9	\$102,890	\$104,945	\$111,242	\$116,802	\$118,200	\$124,111	\$127,832	\$132,798
10	\$105,462	\$107,568	\$114,023	\$119,722	\$121,155	\$127,214	\$131,028	\$136,118
11	\$108,099	\$110,258	\$116,874	\$122,716	\$124,184	\$130,394	\$134,304	\$139,521

<b>Calvert Association of Supervisors and Administrators</b>								
<b>FY 2010 Salary Schedule</b>								
	Coord EL VP SP VP	MS VP CCC VP	HS VP	Supv	CCC Pr EL Prin CCS Pr	Asst. Dir MS Prin	Dir 1	Dir 2 HS Prin
Step	Gr. 1	Gr. 2	Gr. 3	Gr. 4	Gr. 5	Gr. 6	Gr. 7	Gr. 8
1	\$88,247	\$90,009	\$95,410	\$100,179	\$101,378	\$106,447	\$109,639	\$113,898
2	\$90,453	\$92,259	\$97,795	\$102,684	\$103,913	\$109,109	\$112,380	\$116,746
3	\$92,714	\$94,566	\$100,240	\$105,251	\$106,510	\$111,836	\$115,190	\$119,664
4	\$95,032	\$96,930	\$102,746	\$107,882	\$109,173	\$114,632	\$118,070	\$122,656
5	\$97,408	\$99,353	\$105,315	\$110,579	\$111,902	\$117,498	\$121,021	\$125,722
6	\$99,843	\$101,837	\$107,948	\$113,343	\$114,700	\$120,435	\$124,047	\$128,865
7	\$102,339	\$104,383	\$110,647	\$116,177	\$117,568	\$123,446	\$127,148	\$132,087
8	\$104,897	\$106,992	\$113,413	\$119,081	\$120,507	\$126,532	\$130,327	\$135,389
9	\$107,520	\$109,667	\$116,248	\$122,059	\$123,519	\$129,696	\$133,585	\$138,774
10	\$110,208	\$112,409	\$119,154	\$125,110	\$126,607	\$132,938	\$136,924	\$142,243
11	\$112,963	\$115,219	\$122,133	\$128,238	\$129,773	\$136,262	\$140,348	\$145,799

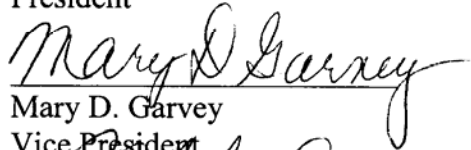
<b>Calvert Association of Supervisors and Administrators</b>								
<b>FY 2011 Salary Schedule</b>								
	Coord EL VP SP VP	MS VP CCC VP	HS VP	Supv	CCC Pr EL Prin CCS Pr	Asst. Dir MS Prin	Dir 1	Dir 2 HS Prin
Step	Gr. 1	Gr. 2	Gr. 3	Gr. 4	Gr. 5	Gr. 6	Gr. 7	Gr. 8
1	\$92,218	\$94,059	\$99,704	\$104,687	\$105,940	\$111,237	\$114,573	\$119,024
2	\$94,523	\$96,411	\$102,196	\$107,304	\$108,589	\$114,018	\$117,437	\$121,999
3	\$96,886	\$98,821	\$104,751	\$109,987	\$111,303	\$116,869	\$120,373	\$125,049
4	\$99,308	\$101,292	\$107,370	\$112,737	\$114,086	\$119,791	\$123,383	\$128,175
5	\$101,791	\$103,824	\$110,054	\$115,555	\$116,938	\$122,785	\$126,467	\$131,380
6	\$104,336	\$106,420	\$112,806	\$118,444	\$119,862	\$125,855	\$129,629	\$134,664
7	\$106,944	\$109,080	\$115,626	\$121,405	\$122,858	\$129,001	\$132,870	\$138,031
8	\$109,618	\$111,807	\$118,516	\$124,440	\$125,930	\$132,226	\$136,191	\$141,482
9	\$112,358	\$114,602	\$121,479	\$127,551	\$129,078	\$135,532	\$139,596	\$145,019
10	\$115,167	\$117,467	\$124,516	\$130,740	\$132,305	\$138,920	\$143,086	\$148,644
11	\$118,046	\$120,404	\$127,629	\$134,008	\$135,612	\$142,393	\$146,663	\$152,360

IN WITNESS HEREOF, the parties hereunto set their hand and seals this 28th day of February, 2008.

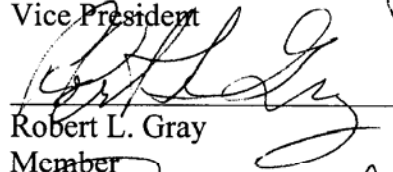
**BOARD OF EDUCATION OF  
CALVERT COUNTY**



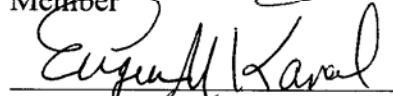
Frank T. Parish  
President



Mary D. Garvey  
Vice President



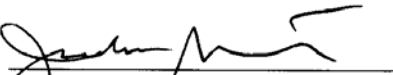
Robert L. Gray  
Member



Eugene M. Karol  
Member



William J. Phalen, Sr.  
Member



Jack R. Smith  
Secretary-Treasurer and  
Superintendent of Schools

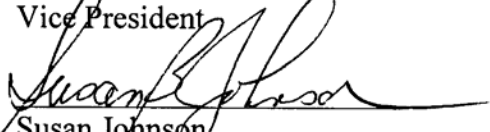
**CALVERT ASSOCIATION OF  
SUPERVISORS AND  
ADMINISTRATORS**




Annette Lagana  
President



Bruce Hutchison  
Vice President



Susan Johnson  
Secretary



Darrel Prioleau  
Treasurer

**Board of Education of  
Calvert County**

**Frank T. Parish.....President**

**Mary D. Garvey ..... Vice President**

**Robert L. Gray ..... Member**

**Eugene M. Karol..... Member**

**William J. Phalen, Sr ..... Member**

**Jack R. Smith  
Secretary-Treasurer and Superintendent of Schools**

