

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

SMCPS



SMASA

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PREAMBLE

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

ARTICLE I DEFINITIONS

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

- A. Board - The Board of Education of St. Mary's County.
- B. Association or SMASA - The St. Mary's Association of School Administrators/Maryland State Education Association/National Education Association.
- C. Unit Members - Certificated and non-certificated supervisory staff who are employed on a regular basis and who are officially delegated the authority and responsibility to formally evaluate subordinates, with the exception of those employees who are deemed confidential employees.
- D. Confidential Employee - An individual whose employment with the Board requires knowledge of the Board's posture in negotiations.
- E. Employee - A unit member employed by the Board on a regular basis either full-time or at least half time.
- F. Superintendent - The Superintendent of the St. Mary's County Public Schools.
- G. Negotiations Law - Section 6-401 et seq. of the Education Article of the Maryland Code (1978).
- H. Per Diem Rate - An employee's per diem rate is his/her annual salary including step, longevity, and stipends for the given year divided by the total number of paid days stipulated in Article V for that employee's current job assignment plus paid holidays designated in the annual SMCPS operational calendar. Eligible stipends will be those that are specifically identified in this agreement as earnable income for the purposes of pension. The per diem rate may be prorated if less than a full duty day is worked.
- I. Workday - Any day the unit member is scheduled to be on duty.
- J. Intoxicated - Affected temporarily with diminished physical and mental control by means of alcoholic liquor, a drug, or another substance.
- K. Promotion(al) - The movement of an employee to a position at a salary range higher than the employee's current placement on the negotiated SMASA salary schedule shall be considered promotional. Positions within the same range shall be considered a lateral transfer or lateral reassignment.

**ARTICLE II
RECOGNITION**

- A. The Board recognizes the Association as the exclusive negotiating agent for all certificated and noncertificated administrative and supervisory employees who have evaluative authority with regard to all matters relating to salary, wages, hours, and other working conditions. The Superintendent and those persons designated by the Board to act as its representatives in negotiations pursuant to the Negotiations Law are excluded.
- B. The Association recognizes its responsibility to represent fully and equally without discrimination all the members of the unit in the administration of this agreement.

**ARTICLE III
EMPLOYEES ASSIGNMENT**

- A. Employees under contract will be provided written notice of their placement on the salary scale, salary, and assignment for the forthcoming school year as soon after June 1 as possible but not later than July 1.
- B. Changes in assignment will be made only after a meeting between the employee involved and the appropriate supervisor where the considerations for selections will be discussed. If the decision stands following the employee/supervisor meeting, the final assignment shall be summarized in writing.
- C. Certificated employees who are reassigned after July 15, and who so request, shall be released from their SMCPS contracts without prejudice up until August 5.
- D. In order to promote collaboration and commitment, unit members may request consideration for lateral reassignment in writing to Human Resources by March 15. The fact that an employee requests a reassignment shall not be a guarantee that the employee will be selected.
- E. In changes of assignments and reassignments of school-based employees, factors such as certification and experience will be considered.
- F. In arranging schedules for school-based employees who are assigned to more than one (1) school, an effort will be made to limit the amount of inter-school travel. Unit members shall be notified of a change in their schedules as soon as practical. Employees who are supporting more than one site shall select, with input from their supervisor, which of their assigned sites will serve as a home site for the purposes of mail, paychecks, storage, staff meetings, and other forms of communication from outside their school.
- G. It is the responsibility of each employee to maintain his/her certification, licensure, and/or professional status. Each certificated employee will be notified at least one year in advance of the expiration date of his/her certificate. A 10% reduction of gross salary will be made for a Provisional Certificate.
- H. The Board may re-hire retired administrators for administrative positions. Said re-hired retired administrators will be hired on a nontenured one year renewable basis, shall be placed on the administrators salary scale at the last step held prior to retirement, and shall be entitled to the same contractual protections, sick leave, personal leave, and health care benefits provided to other unit members under this Agreement.
- I. Any employee who is hired as principal of a new school will be relieved of all his/her other duties mid year before that school is scheduled to open.

ARTICLE IV WORKING CONDITIONS

A. School-Based Employees

1. The Board and the Association remain committed to the Board's goals for class size established as of July 1, each year.
2. Each School Improvement Team (SIT) will be provided with ten (10) substitute days per year for SIT activities.
3. SMCPS recognizes the significant workload of bargaining unit members and commits to working with the Calendar Committee to make some time available each month, when possible, for the performance of professional responsibilities (without students) during the duty day.
4. The president of SMASA will appoint one unit member to serve as the SMASA representative to the Calendar Committee.

B. All Employees

1. Every unit member shall be provided with a duty-free lunch period each work day. The period shall extend for at least thirty minutes.
2. Where possible, the Board will provide each unit member a private lockable space.

C. Travel Reimbursement

For prior approved official school system business, including travel to administrative meetings at the Board of Education building, authorized employees in the unit shall be reimbursed for use of their private vehicles at the IRS rate. Tolls and parking fees will be paid provided validated receipts are submitted. Employees who have the option and choose not to operate an available Board-owned vehicle for their assigned duties will not be eligible for mileage reimbursement for use of a personal vehicle.

D. Substitutes

If an administrator is absent for more than 20 days, a substitute will be provided for that position. In the event that a building principal is absent and an assistant principal serves as acting principal in his/her stead, that assistant principal will be compensated at the per diem rate he/she would make as a principal for that building for every day beyond 15 consecutive days served as acting principal in any school year.

E. Work Hours

The normal duty day will be seven hours plus a 30-minute unpaid duty free lunch for all employees.

F. Pre-Allocated Leave

At the beginning of the fiscal year, unit members are pre-allocated leave as follows. This leave will be prorated if less than one year is worked.

- 11 month employees will receive 21 hours

- 12 month employees will receive 35

Pre-allocated leave represents the full compensation for staff, to include salary, for the work required as indicated in the appropriate job descriptions for the position. This leave can only be used under the following conditions:

- There are no students in school
- There is no cost for a substitute
- Leave would require approval by the immediate supervisor, utilizing the electronic absence reporting system
- There is no carry over from one year to the next
- This allocation will be prorated if less than a full year is worked

G. Acquired Hours

In the event that SMCPS desires a unit member to perform additional tasks for which they are not otherwise being paid that are not routine expectations of their position, the employee's immediate supervisor may in advance and in writing (approved SMCPS form) offer the employee acquired hours. If accepted and subsequently worked, the supervisor will document the acquired hours earned (and subsequently acquired hours used) via the payroll system. Employees may use acquired hours for approved leave when a substitute is not required.

Acquired hours cannot be accumulated beyond 21 hours and are not eligible for monetary compensation.

H. Reduction in Staff

1. When there is to be a reduction in force (RIF) for unit members for which a certificate or license is issued, the unit members in that field shall be laid off in the following order.
 - a. Provisionally certificated or licensed unit members
 - b. Probationary/non-tenured unit members
 - c. Tenured unit members
2. No tenured/nonprobationary unit members shall be laid off until all nontenured/probationary unit members in their field of certification/licensure/expertise have been laid off.
3. Tenured/nonprobationary unit members shall be laid off in each field of certification/licensure/expertise in inverse order of the length of total satisfactory service as a unit member in the St. Mary's County Public Schools.
4. For non-certificated employees "seniority" shall mean the length of continuous service, including approved leaves of absence, with the St. Mary's County Public Schools since the most recent date of hire.
5. When positions in fields of certification/licensure/expertise for certificated or non-certificated employees become vacant, tenured/nonprobationary unit members who have been laid off shall be recalled in order of the length of total satisfactory service as unit member in the St. Mary's County Public Schools. They shall be notified of recall by certified mail. Within 15 days of an offer to return to employment, the (unit member) employee shall provide written notice of acceptance in writing which must be received within the Department of Human Resources prior to the close of business on the 15th day or it shall be deemed

that he/she has declined the offer. It shall be the responsibility of each laid-off unit member to keep the Department of Human Resources informed in writing of any change in address. Unit members shall remain on the recall list for three years.

6. Unit members on leave of absence shall be eligible for lay-off as though they were in active service.
7. The Board will continue coverage for three (3) months after the first effective day of a RIF at the regular percentage of the premium split defined in Article VII of this agreement. Health care coverage thereafter would be provided under COBRA regulations with the full premium costs being paid by the former employee to St. Mary's County Public Schools.
8. Previously accrued sick leave days will be restored to all employees who return to employment with the Board.

I. Administrative Responsibility for Student Disciplinary Procedures

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

J. Screening

1. Employees may be tested for drugs and/or alcohol when an administrator who has completed training on reasonable suspicion has reason to believe that an employee may be intoxicated (see Article I, Definitions) at the work site.
2. Employees who are required to operate a Board-owned vehicle other than a school bus for their assigned position shall be registered with the State of Maryland's License Monitoring System by the Department of Transportation, and will have their driving records reviewed by the Department of Safety and Security to authorize operation of a Board-owned vehicle. Staff identified to operate Board-owned school buses for their assigned position will have their driving records reviewed by the Department of Transportation.
3. Employees who have the option and choose to operate an available Board-owned vehicle other than a school bus for their assigned position shall also be registered with the State of Maryland's License Monitoring System by the Department of Transportation, and will have their driving records reviewed by the Department of Safety and Security to authorize operation of a Board-owned vehicle.

K. Media Allocation

Principals and directors will be given a \$1200 media allocation each year to be used for the purchase of cell phones, tablets, data plans, and other technological items and services that will facilitate their ability to perform their assigned work. Elementary school assistant principals and Coordinator I's will receive \$500; middle school assistant principals and Coordinator II's will receive \$600; and high school assistant principals, supervisors, and Coordinator III's will receive \$800 for the same purpose. This allocation may be prorated if less than a full year is worked (i.e., reimbursement may be requested if a unit member leaves the school system prior to the end of the school year, or the allocation may be adjusted if a unit member is hired after the start of the school year, or a unit member's assignment changes to reflect a change in the allocation) and will not be included for retirement calculation purposes.

L. Summer Compressed Scheduled

In an effort to conserve utilities, SMCPS will implement a compressed summer schedule for a minimum of four and a maximum of six of the weeks when regular school is closed for students. The duty day of all eleven and twelve month employees scheduled to work in any of these weeks will be extended by 25% of their normal work hours on Monday through Thursday, and employees will be off Friday, excluding the week of the July 4th holiday. The normal core workday should be maintained. The schedule for implementing the additional 25% duty day will be mutually determined around the core workday by the employee and his/her supervisor on a case-by-case basis. Affected employees may use personal/annual leave for the 25% extension following the normal leave approval procedures defined in Article VIII. If leave is taken on any workday, it will be assessed at 1.25% of the work hours of a normal duty day.

**ARTICLE V
DUTY DAYS**

The Board will require one hundred ninety (190) duty days for ten-month employees, two hundred twelve (212) duty days for eleven-month employees, and two hundred forty nine (249) duty days for twelve-month employees.

In the event that the Board of Education or the Superintendent closes the school system to all employees during the Winter Break, bargaining unit members will be placed on paid Administrative Leave and these days will be counted as a duty day.

**ARTICLE VI
SALARY**

A. Eligible unit members shall receive the regular step progression as set forth in the salary scales as defined below, to the extent funding is approved within the annual budget.

1. School Year 2017-2018: All employees will receive their normal step progression on the salary scale.
2. School Year 2018-2019: All employees will receive their normal step progression on the salary scale.
3. School Year 2019-2020: All employees will receive their normal step progression on the salary scale and 1% cost of living scale adjustment.
4. School Year 2020-2021: All employees will receive their normal step progression on the salary scale and 1% cost of living scale adjustment.

B. The salary schedule reflects the following stipends effective July 1, 2017:

1. Master's degree or APC will result in \$500 payable bi-weekly and included for retirement calculation purposes.
 2. Master's degree +15 credits or APC +21 credits will result in \$900 payable bi-weekly and included for retirement calculation purposes.
 3. Master's Degree +30 credits or APC +36 credits will result in \$1,700 added to gross salary and payable bi-weekly and included for retirement calculation purposes.
 4. Master's Degree +45 credits or APC +51 credits will result in \$2,500 added to the gross salary and payable bi-weekly and included for retirement calculation purposes.
 5. A Doctorate earned in a program approved by the superintendent and at an institution approved by the superintendent will result in \$3,300 and payable bi-weekly and included for retirement calculation purposes.
- C. All employees who work their full contractual year will be paid in twenty-six (26) installments during the year. The annual salary of employees who work less than their full contractual year and whose effective start date is prior to March 1, will be prorated and paid according to the number of available remaining installments. No summer escrow money will be held or paid for employees starting on or after March 1. Upon termination an employee may request in writing prior to June 1 any escrow balance due him/her.
- D. A bargaining unit member who has obtained the National Board for Professional Teaching Standards (NBPTS) certification will continue to receive \$3,000 per year provided that their certificate/designation remains in good standing.
- Certificated Employees: National Board for Professional Teaching Standards (NBPTS) certification
 - Speech and Language Therapists: National Certificate of Clinical Competency (CCC)
 - Nurses: Nationally Certified School Nurse (NCSN)
 - Occupational Therapists: Doctorate of Occupational Therapy (DOT)
 - Physical Therapists: Doctorate of Physical Therapy (DPT)
 - Audiologists: Fellow of American Academy of Audiology (FAAA)
- E. Maintenance and Operations supervisory noncertificated employees who hold a stationery engineer license level I will receive a stipend of \$900 per year. Any consideration for the fee for the license is included in the stipend.
- F. Employees holding a license or certificate required for their employment, other than a license provided by the Maryland State Department of Education, shall receive reimbursement for the payment of the required license or certification fee, or for the fee paid for renewal of said required license or certification, or for the cost of programs and/or courses required for continuation of licensing, approved in advance. The total reimbursement shall not exceed \$500 per year.
- G. SMCPS and SMASA will continue to collaborate to review stipends, define the joint process for considering a new or revised stipend outside of the open negotiations period, and determine the appropriateness of current stipend values.
- H. Consideration will be given, in the selection of school-based members, when creating new school-system level committees conducted beyond the duty day to minimize the number of committees on which one would be requested to serve.

**ARTICLE VII
INSURANCE**

- A. The Board will offer health care benefits to include: Hospitalization, Major Medical, Dental, Prescription, and Vision Care.

The benefit package offered by the Board will include the following changes.

1. Eligible employees (as defined below in subparagraph 3) and retirees not eligible for Medicare will have a choice of two plans: “BlueChoice” Health Maintenance Organization (HMO), “BlueChoice” Triple Option Plan in FY16 and the following four plans in FY17: “BlueChoice” Health Maintenance Organization (HMO), “BlueChoice” Health Maintenance Organization (HMO) with deductible, “BlueChoice” Triple Option Plan and “BlueChoice” Triple Option Plan with deductible.
2. For each employee employed not less than 18.75 hours per week who is enrolled in either the “BlueChoice” HMO, “BlueChoice” Health Maintenance Organization (HMO) with deductible, “BlueChoice” Triple Option Plan and “BlueChoice” Triple Option Plan with deductible, the Board shall pay the amount of the premium cost of the individual and dependents' group health care benefits as outlined below effective FY2017:

Health Care Plan	Board % Contribution for Active Employees Based on Hours Worked	
	30+ Hours	18.75-30 Hours
“BlueChoice” HMO with deductible	90.0%	45.0%
“BlueChoice” HMO	85.0%	42.5%
“BlueChoice” Triple Option Plan with deductible	80.0%	40.0%
“BlueChoice” Triple Option Plan	75.0%	37.5%

Effective January 1, 2016, a change to the formulary 2 prescriptions will be implemented.

Effective July 1, 2016, a change in the prescription co-pay will be:

- \$10/\$15 non-maintenance co-pay
- \$10/\$15 maintenance co-pay for mail order or CVS (90 day supply)
- \$20/\$30 maintenance co-pay if purchased at any other retail pharmacy other than CVS (90 day supply)

3. The Board will continue to support the group health care benefits for retired employees who retired prior to July 1, 1998. The Board will support the group health care benefits for those employees retiring thereafter, provided retiring employees who have participated in the health care benefits program have been employed by SMCPS for ten (10) or more years. Within three years after retirement, retirees may participate in one of the offered health care plans and may include the same family members on their plans as can active employees. The payment will be based on the total years of service to SMCPS as follows:

Board % Contribution for Retirees Based on Years of Service to SMCPS			
Health Care Plan	10-19 Years	20-29 Years	30+ Years
“BlueChoice” HMO	65%	70%	75%
“BlueChoice” Triple Option Plan	60%	65%	70%

4. Co-pay for emergency room services
 - “BlueChoice” HMO with deductible - \$75
 - “BlueChoice” HMO - \$50
 - “BlueChoice” Triple Option Plan with deductible - \$75
 - “BlueChoice” Triple Option Plan - \$50
5. Audiology services and hearing aids will be included in all health care plans.
6. Survivor Benefits - Following the death of an active employee who has worked for the Board for at least ten years or of a retiree, those family members last listed on the employee’s or retiree’s health care plan may choose to continue or rejoin the plan, if eligible within the three-year period outlined for retirees above, at the negotiated premium split for employees and retirees as outlined above.
7. Active and retired employee wellness program (Blue Rewards): Effective July 1, 2017, SMCPS will implement a participation-based program offered to active employees and retirees enrolled in the SMCPS health care program, if the following four criteria are completed by March 1st each year:
 - a. Select a Patient-Centered Medical Home (PCMH) or PCMH Plus Primary Care Physician (ages 2+)
 - b. Agree to receive wellness communications electronically (ages 18+)
 - c. Complete an online health assessment (ages 18+)
 - d. Visit selected PCMH or PCMH Plus Primary Care Physician and complete a health evaluation (ages 2+)

SMCPS in collaboration with SMASA will offer support in completion of items 7)a, 7)b, and 7)c above during professional days prior to students returning to school and at other scheduled times through the end of September for FY 2018, and on an as-needed basis thereafter. After all four steps are completed by March 1st each year, the participants will receive a BlueRewards Visa card issued by CareFirst for use on SMCPS Carefirst health care plan copays, deductibles, coinsurance, and prescriptions for medical, dental, and vision.

Participant	Participation-based Reward
Policyholder	\$100
Spouse	\$100
Family Maximum	\$200

- B. For employees employed for 30 or more hours per week, the Board shall pay 90% of the premium cost for term life insurance. For employees employed fewer than 30 hours but not less than 18.75 hours per week, the Board shall pay 45% of the premium cost for term life insurance. Term life insurance shall equal the employee's annual salary to the next highest thousand up to a maximum amount of \$250,000. An employee may also elect supplemental life insurance to increase the value of their term life insurance policy in increments of \$10,000, up to five times the amount of their annual contracted salary, with a maximum of \$1,250,000. (If the value exceeds two times their annual salary, evidence of insurability may be required.) Employees shall be responsible for 100% of this additional premium cost for supplemental life insurance.
- C. The Board shall continue to operate the county wellness program, which will be monitored by a countywide wellness committee.
 - 1. The Wellness Committee shall include representation from SMASA equal to that of the Board, EASMC, and CEASMC.
 - 2. The Wellness Committee shall meet at least four (4) times per year to plan and schedule activities specifically designed to increase employee wellness.
 - 3. The Board shall provide each employee with a copy of the Wellness Program's schedule of services and activities prior to the beginning of each school year.
- D. The Board agrees to make the requisite payroll deductions to enable the Association to administer, without premium cost to the Board, a long-term disability plan.
- E. All other specifications not changed herein shall remain pursuant to the current insurance contract.
- F. The Board will deduct health insurance premiums on a pre-tax basis. The Board shall offer employees Flexible Spending Accounts (FSAs); these deductions are on a pre-tax basis.
- G. The specifications of the Health Insurance Plan(s) for employees of the Board will be reviewed in the spring of each year by a Joint Insurance Study Committee, comprising an equal number of representatives appointed by CEASMC, EASMC, SMASA, and the Board. Any modifications to the Health insurance benefit recommended by the joint committee will be forwarded to the CEASMC, EASMC, SMASA and Board Bargaining Teams, as well as to the Superintendent and the CEASMC, EASMC, and SMASA Presidents, for consideration and possible inclusion in the follow-on Negotiated Agreements.

**ARTICLE VIII
LEAVES**

- A. Approval Procedure
 - Before an employee takes annual or personal leave, the number of days requested must have been earned and prior approval must be secured in the following manner:
 - 1. Except in an emergency, all employees shall have the approval of their immediate supervisor.
 - 2. Except in an emergency, all employees shall have the approval of his/her appropriate supervisor at least two weeks prior for personal or annual leave on the day before or the day following a school holiday, the first or last day of the school year, or on a staff development day.

B. Absence Regulations

- A. Deductions for absences during one pay period will be reflected in the following pay period. Termination pay will be paid within 30 days of the last day of employment.
- B. It is the employee's responsibility to notify his/her immediate supervisor, as soon as possible, whenever he/she expects to be absent from his/her position. When an employee has been absent for more than five days he/she should inform his/her immediate supervisor at least one day in advance of the date he/she expects to return. Employees who are unable to begin working because of illness at the beginning of the work year will receive a salary check based on their cumulative sick leave or based on the annual total which shall be available at the beginning of the work year after the first day of duty.
- C. The full payment of the annual salary will be based on the attendance of the employee. This attendance will be calculated as provided for in the annual operational calendar. Employees' absences shall be reported on an appropriate form. This report shall be submitted to the appropriate supervisor or director and kept in their files. Attendance shall be reported at the end of each pay period explaining the reasons for absences. When requested, supporting data shall be submitted with the site administrator's report.
- D. For each day of absence for which the employee has insufficient leave available, a deduction of one (1) times his/her per diem rate of pay will be made.
- E. Credit will be given for prior sick leave accumulation from a Maryland public school system provided the amount earned per year does not exceed the State pension limit for transfer of accumulated sick leave.

C. Leave With Pay

1. Sick Leave

Sick leave will be earned at the rate of one (1) day per month of employment based on assignment and may be accumulated from year to year without limitation. An employee who leaves the Board's employment prior to the end of the year in which the leave was advanced will be assessed for all advanced sick leave days used that have not been earned except in cases of catastrophic illness. Disability retiree's (once approved by MSRA) may request a waiver of the proration of sick leave if a full contract year is not fulfilled. The Sick Leave Bank Steering Committee will define catastrophic illness and develop eligibility criteria guidelines for sick leave bank participants, which can include members of SMASA.

Effective July 1, 2015, employees may be eligible to donate sick leave to other employees who experience serious personal illness, injury, or quarantine, or who must use leave to care for a family member who experiences such illness, injury, or quarantine, and who has used all of their accrued sick leave, personal leave, annual leave, compensatory time, and available Sick Leave Bank benefits. The employee receiving the leave donation and the donor must be members of the Sick Leave Bank and Exchange at the time of the donation. Such leave may be donated or exchanged between employees in accordance with procedures and restrictions outlined in the Appendix, the CEASMC, EASMC, SMASA, and SMCPS Joint Sick Leave Bank and Exchange Guidelines. While employees receiving leave will be considered active employees in a "leave with pay" status for the periods when donated leave is being used, neither the donor nor the recipient may utilize donated days upon retirement for additional service credit.

Absences for the following reasons will be charged against sick leave.

a. Personal Illness

- 1) The Superintendent or designee may require a doctor's certificate of illness or a letter of explanation from the employee if a doctor was not in attendance whenever there is reason to believe that an absence is not due to a bona fide illness.
- 2) An employee shall, at her request, be allowed to use sick leave for an absence due to disability connected with or resulting from pregnancy as authorized under the Family Medical Leave Act. A physician's statement verifying that she is disabled due to causes contributed to by pregnancy shall be required. If the Board has reasonable cause to believe that the employee's health would be endangered by continued employment, it may require the employee to obtain her physician's verification stating that she is physically able to continue her duties. The employee must return to work as soon as her health permits unless she resigns or requests a leave of absence. Before returning to duty, the employee may be required to present a physician's certificate stating that she is physically able to resume her duties.
- 3) An employee who is a birth father or an adoptive parent may utilize FMLA for care of his/her new child.
- 4) Employees may submit a request in writing to the Superintendent to transfer up to five days of sick leave to other employees who are legal members of their immediate family (spouse, parent, child, or sibling) to be used for eligible sick leave purposes if the immediate family member has exhausted his/her sick leave. The employee cannot transfer more than five days to any one immediate family member. Unused sick leave that was previously transferred under this provision and not used for the defined eligible sick leave purposes will be returned to the donating employee.

b. Illness in Family

These days shall be deducted from accumulated sick leave.

c. Quarantine

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

d. Sick Leave Bank

- 1) There shall be a sick leave bank for employees. The Sick Leave Bank Committee shall review all applications/requests for the donation of sick leave and shall be comprised of a representative of the Department of Human Resources, one SMASA representative appointed by the SMASA President, two EASMC representatives appointed by the EASMC President, two CEASMC representatives appointed by the CEASMC President, and one SMCPs appointed non-voting member who would be the Supervisor of Health Services or an SMCPs licensed registered nurse. One of the SMCPs appointees and one of the EASMC or CEASMC appointees will serve as co-chairpersons, as determined by the Sick Leave Bank Committee. The respective presidents will appoint replacements. All parties recognize that due to the personal and sensitive nature of sick leave donation review, the complete confidentiality by the Sick Leave Bank Committee members

is essential.

- 2) The Sick Leave Bank Committee, the SMASA, EASMC, and CEASMC Presidents, one SMCPS Chief Negotiator, and one Maryland State Education Association (MSEA) UniServ Director representing EASMC/CEASMC shall meet no less than annually for a Sick Leave Bank Procedural Review. If the SMCPS Chief Negotiator is not a current SMCPS employee, then SMCPS will appoint an SMCPS negotiating team member to participate in the annual review in place of the SMCPS Chief Negotiator. The purpose of the meeting will be to review sick leave bank guidelines and update them if deemed necessary by the majority of the review attendees. The Sick Leave Bank Guidelines will be posted on the SMCPS web site for easy employee access.
- 3) SMCPS will indicate on each employee's personal pay statement whether or not that employee is a member of the Sick Leave Bank.

2. Personal Leave

Four days of personal leave for 11 month unit members with full pay are allowed in accordance with the procedure set forth in Article VIII, Paragraph A, and these days shall not be charged against an employee's sick leave.

- a. If personal days are unused, those days will automatically roll over to the following year as personal leave with a maximum of a ten-day personal leave balance allowable unless an employee requests otherwise in writing in accordance with published SMCPS payroll procedures. These days may not be used consecutively in a five-day block during any of the following time periods.
 - Directly before or after the Thanksgiving break
 - Directly before or after the Winter Break
 - Directly before or after the Spring Break
 - The first five days of school for students
 - The last five days of school for students
- b. Personal days in excess of ten days shall be carried over as sick leave.
- c. 11 month employees

Personal leave shall be accumulative to ten days. All used days per year beyond ten days shall be carried over as sick leave. However, once the employee has reached the ten day cap, they may exercise an option of selling back a maximum of three days per year beginning in FY 2016, for those days in excess of 10 days. The employee wishing to cash in three days must make written request by September 15 of each year. The transfer of days or optional remittance of leave over ten days shall be made based on their leave balance as of September 30 of each year. The transfer of or payment of leave in excess of 10 days will be made by the second paycheck in October.

- d. Permission for such leave must be obtained in advance, except in an emergency, as indicated in the approval procedure. Absences for the following reasons will be charged against personal leave.
 - Personal Reasons
 - Graduation Exercises – Leave will be granted for attendance at graduation exercises to an

employee who is being awarded a degree.

- Examinations - Leave will be granted to an employee who is taking a culminating examination for a master's or doctoral degree, or who is taking an examination to obtain a Maryland certificate required for the employee's current assignment.
 - Religious Observation – Advanced approval is required.
- e. An employee who retires or terminates from SMCPS employment prior to the end of the contract year in which personal leave was advanced in July will have their personal leave prorated based on the date of retirement or termination and calculated on number of contract days worked in the contract year in which the personal leave was advanced. Payout of personal leave days upon retirement will be based on the employee's current contract year personal leave balance after the calculation of prorated personal leave.

3. Annual Leave

Twelve-month employees are entitled to annual leave on the following employment basis:

Years of Employment	Annual Leave Days
0 - 4	15
5 – 9	19
10-19	22
20+	24

- a. Supervisors responsible for approving leave requests shall answer the request within five workdays of receipt of an SMCPS leave request form.
- b. Effective July 1, 2017 (FY2018): This leave shall be accumulative to fifty (50) days. All unused days per year beyond fifty (50) days shall be carried over as sick leave. However, once the employee has reached the 50-day cap he/she may exercise an option of selling back a maximum of three days per year, for those days in excess of 50 days. The employee wishing to cash in leave days must make written request by September 15 of each year. The transfer of days or optional remittance of leave over fifty (50) days shall be made based on the leave balance as of September 30 of each year. The transfer of or payment for leave in excess of 50 days will be made by the second paycheck in October.
4. Absences for the following reasons will be charged to administrative leave with no loss in salary.

a. Bereavement Leave

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

- 1) Up to seven (7) consecutive workdays will be allowed for the death of a spouse.

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

b. School Visits Inside and Outside the County

Plans for visitation must be approved in advance by the appropriate supervisor.

c. Professional Meetings

Plans for attending such meetings must be approved in advance by the appropriate supervisor.

d. Sabbatical Leave

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

e. Early Departure for Educational Purposes

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

f. Jury Duty

Employees summoned to serve as jurors must notify their immediate supervisor to be excused in order to serve as a member of a jury. Such an absence, if properly approved, will be granted without penalty to salary or other form of leave for which the employee may be eligible. Employees must provide a copy of the official notification to their immediate supervisor at least seven working days prior to the court date. An employee being released from jury duty during working hours must return to his/her

work station for the remainder of his/her workday, if released in sufficient time to have two or more hours on the job before normal quitting time.

g. Court Summons

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

2) Salary Conditions

a) Witness for the Board - if an employee appears as a witness for the Board at a court hearing with or without a subpoena, no deductions shall be made from his/her salary.

b) Subpoenaed witness - if an employee appears in court in response to a subpoena to act as a witness for the State or for a private citizen, no deduction shall be made from his/her salary.

c) Witness for a private citizen - any court appearance as a volunteer witness for a private citizen shall be with no deduction in pay, provided the employee elects to use available personal or annual leave.

d) For job related personal court summons - no reduction in leave or salary unless the employee appears as a defendant and is adjudged guilty.

h. SMCPS Internal Interview

Employees who are candidates for internal vacancies, whether for promotional opportunities or voluntary transfer requests, may use administrative leave (when no substitute is required) to attend any related interview scheduled by SMCPS during the duty day. Plans for attending such interviews must be approved in advance by their immediate supervisor.

5. Inclement Weather

When schools are closed early due to snow or other inclement weather, eleven-month employees will remain on duty until 30 minutes after students and busses have departed. Central and school offices will remain open. Twelve-month personnel, including emergency personnel, will work regular hours unless released by the Superintendent or his/her designee. Liberal leave will be approved for twelve-month employees.

If schools are closed for inclement weather and ten- and 11-month employees are not reporting, then exempt, non-essential, 12-month employees may choose to telecommute (work from home) on those days in lieu of taking leave by contacting in writing their immediate supervisor no less than 30 minutes prior to the normal work reporting time. Upon completion of the work day, the employee shall submit written confirmation of the hours worked by indicating both the work day start and completion times, and a brief summary of the nature of the work accomplished. The employee may be required to present evidence of work accomplished during telecommuting time.

D. Leave Without Pay

Approved leaves of absence without pay are as follows.

1. Parental/Child Care Leave

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

2. Maternity

- a. An employee who wishes to leave her position prior to the period of disability associated with childbirth and/or does not wish to return to her position after such period of disability shall normally be granted, upon request, a leave of absence without pay. Said employee shall notify the Superintendent in writing of her desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which she wishes her leave to begin. A physician's statement verifying pregnancy shall be included with such notice. In case of interrupted pregnancy, the employee on said leave may return to active duty when her health will permit, as attested to by her physician.
- b. An employee on such leave cannot be given any positive assurance that she will be reassigned to the work site where she previously worked, but the Board obligates itself to offer to the employee, on the expiration of leave, employment for which the employee is properly qualified without creating a new position or transferring another employee. To facilitate the employee's return consistent with her stated schedule, she should give the Superintendent, in writing, as much notice of her anticipated return as possible.
- c. The maternity leave may not extend beyond June 30 of the current year; however, if requested in writing, this leave may be extended beyond that date.
- d. Employees who are granted maternity leave may not accrue sick leave or annual leave during this approved leave.
- e. The unused sick leave of an employee on said maternity leave will be held in abeyance until such time she returns to active service.

3. Workers' Compensation

- a. Any employee who suffers a job-related injury or illness and qualifies for benefits under the Workers' Compensation Law and because of such injury or illness is medically unable to return to work for more than three (3) consecutive days after the occurrence, may be granted administrative leave with pay for a period up to 30 duty days.
- b. For any lost time that does not qualify under the Workers' Compensation Law, leave will be charged accordingly.
- c. Any Workers' Compensation payments made for temporary disability due to said injury or illness during this 30 duty-day period shall be endorsed over to the Board.
- d. If a determination is made that the employee is eligible for Workers' Compensation, then all sick

leave and annual leave up to the 30 days provided in this provision, used as a result of the job-related injury or illness prior to such determination, shall be restored to the employee.

- e. During the time the employee is drawing administrative leave with pay or Workers' Compensation benefits, the employee's leave will not be permanently charged (leave may be initially charged and subsequently reversed).
 - f. For the purpose of determining weekly Workers' Compensation benefits, the weekly wage will be based on the employee's actual work year and per diem rate rather than the SMCPs twelve-month pay schedule.
 - g. If unable to return to work after 30 duty days of approved administrative leave an employee may elect to take sick or annual leave (sick leave must be exhausted first) in place of collecting Workers' Compensation temporary disability payments.
 - h. An employee may not draw both a salary from the Board and Workers' Compensation payments. If the employee receives a payment from Workers' Compensation for the same time that sick or annual leave was used towards salary, then his or her payment will be reduced by the amount of the Workers' Compensation payment. The employee will be entitled to the payment received from Workers' Compensation.
 - i. After the thirtieth day of approved administrative leave, employees who receive Workers' Compensation in lieu of sick or annual leave will not be responsible for their health insurance premium (described in Article VII) for this time period.
 - j. Before an employee can return to work from a work related injury, it is required that the employee have a medical release stating when the employee is able to return to work and that the employee is able to fulfill the requirements of his/her position or stating the reasonable accommodations that need to be made.
 - k. Any employee who suffers an injury or illness verified to be job-related (based on the Report of Injury, Employee Statement Form, and the Supervisor Accident Report form completed by the employee or supervisor) and is able to continue work with medical treatment for such injury or illness, will be granted administrative leave for up to four visits for related medical appointments required during the duty day. A doctor's receipt or note will be required for verification of required appointments.
4. Other Causes – Approved in advance by the employee's immediate supervisor except in case of emergency.

E. Family and Medical Leave Act of 1993

The right of employees to family and medical leave shall be as set forth within this document and the Family and Medical Leave Act (FMLA) of 1993. The Board will charge the employee's accumulated sick leave concurrent with time period approved under the FMLA and if no sick leave is available, annual or personal leave may be used. An eligible employee is one who has been employed during the prior year with SMCPs for at least the number of hours required for eligibility under Federal law.

F. School Involvement Leave

Employees who are parents of school age children are encouraged to participate in school activities related to

the education of their children. The employee may elect to use any personal or annual leave available. Leave without pay may also be used for these events. Except in cases of emergency, the employee will request such leave in accordance with leave procedures in this article.

G. Assault Leave

See Article XI, Employee Protection.

H. Political Leave

- a. The Board may grant a leave of absence without pay to tenured or non-probationary employees who wish to campaign for public office and will grant such leave to the employee if elected to serve in said office. An employee on such leave cannot be assured of reassignment to the same site as previously assigned, but the Board obligates itself to offer the employee, on the expiration of the leave, employment for which the employee is properly qualified, if a vacancy exists, without creating a new position or transferring an existing employee.
- b. Leave will be coordinated with the Superintendent or his/her designee so as to ensure minimum disruption to the work site.

I. Nursing Mothers

SMCPS shall provide coverage (with no charge to the employee's leave) for up to 15 minutes once per duty day to female staff members who request to breast pump in order to nurse their children during the first year of birth. The employee and the site administrator shall work collaboratively to develop a schedule that does not negatively impact the mother or the instructional program within the school. When possible, the employee and site administrator shall schedule time during the duty day when the employee is able to breast pump in a clean, private, and secure environment (not a restroom) and when the employee is not assigned students. Employees who require more than 15 minutes in the duty day (either twice during one duty day or more than 15 minutes for one session) shall submit a leave request via the electronic absence reporting system so that the substitute coverage can be arranged.

**ARTICLE IX
COURSE TUITION**

This program is designed to provide training and advanced education for permanent employees who wish to improve their performance in their present positions, in preparation for advancement, or as part of an approved professional development plan.

- A. Tuition reimbursement (fees and materials are not included) will be provided for appropriate courses leading toward:
 - 1. initial certification,
 - 2. renewal of Standard Professional Certificate,
 - 3. Advanced Professional Certificate,
 - 4. Master's Degree,
 - 5. continuation of other professional license or certificate required for employment, or
 - 6. any other approved course work.

- B. The reimbursement will not exceed the actual amount the employee paid for tuition.
- C. Employees may be reimbursed for tuition under the following conditions. SMCPSS is not responsible for courses selected by the employee that do not meet the criteria for certification or reimbursement. While not required, SMCPSS encourages employees to verify courses with the Department of Human Resources by submitting a Tuition Reimbursement Application via the SMCPSS website. The Assistant Superintendent of Fiscal Services and Human Resources or designee will approve the Tuition Reimbursement Request application, indicating approval or denial. The employee will be notified within ten workdays of its submission.
1. The course/credits taken are appropriate for the position and certification of the individual employee.
 2. The employee has not been previously reimbursed for the same course.
 3. The course/credits are from a regionally accredited college or university (if pursuing college credits).
 4. The following required documentation has been submitted to the Department of Human Resources: (1) An online SMCPSS tuition reimbursement application (pre-approval is not required for tuition reimbursement), (2) official transcript of grade received with a minimum of grade "C" within 45 days of the completion of the course, and (3) original receipt or electronic confirmation of payment (if no hard copy receipt is provided) from the college or university within 45 days following receipt of grade slip or transcript of the completion of the course. If an extension is needed, the employee must request it in writing within the 45-day period noted above. Credits must be earned within the fiscal year during which the employee is requesting reimbursement.
 5. The employee has not exceeded his/her annual tuition reimbursement allocation.
- D. Employees enrolled in courses through Direct Pay agreements for non-SMCPSS courses must submit for pre-approval to the Department of Human Resources prior to registration per the memorandum of understanding with each participating Direct Pay school. The Direct Pay school will be responsible for submitting the official transcript and bill for payment to the Department of Human Resources on behalf of the employee within 45 days of the completion of the course. SMCPSS will pay for the portion of tuition that is approved (fees and materials are not included) and employees will be billed by the universities for the remaining balance.
- Pre-approval is not required for SMCPSS Department of Teaching, Learning and Professional Development Direct Pay courses, although the employee will be responsible for completing any paperwork required by SMCPSS and for any amount that exceeds his/her annual tuition allocation.
- E. If the employee wants to confirm the appropriateness of a course prior to registration, advance written approval may be sought via an online SMCPSS Tuition Reimbursement Request form application submitted to Human Resources via the SMCPSS on-line web portal. The Assistant Superintendent of Fiscal Services and Human Resources or designee will sign review the SMCPSS Tuition Reimbursement Application, indicate approval or denial, and notify the employee via his/her SMCPSS email account within ten workdays of the applicant's submission via the web portal.
- F. The reimbursement will not exceed the actual amount the employee paid for tuition.

- G. Appropriate credit will be determined by the current requirements for certificates for administrators, supervisors, and teachers, and by the current professional licensure and/or certification requirements for bargaining unit members. In order to receive tuition reimbursement for credits leading toward an Advanced Professional Certificate or a Master's Degree, the employee shall hold a valid Standard Professional Certificate or professional license/certificate for his/her present assignment.
- H. Reimbursement for tuition shall not exceed \$3,100 per fiscal year. In determining whether the annual maximum reimbursement amount has been reached, the year to which the reimbursement applies will be based on the date of issuance of the grade slip for a completed course. An administrative employee pursuing a Ph.D. or an Ed.D. will be allocated additional tuition reimbursement for a maximum of \$5,000 per year.
- I. An employee who has received a Ph.D. or an Ed.D. under an SMCPS tuition reimbursement program may receive \$3,000 professional stipend for completing a study or problem of practice approved by the Superintendent or designee.
- J. Based upon successful application process, tuition reimbursement may also be applied as a fee waiver up to the maximum yearly amount for the following certifications and designations.
- Certificated Employees: National Board for Professional Teaching Standards (NBPTS) certification
 - Speech and Language Therapists: National Certificate of Clinical Competency (CCC)
 - Nurses: Nationally Certified School Nurse (NCSN)
 - Occupational Therapists: Doctorate of Occupational Therapy (DOT)
 - Physical Therapists: Doctorate of Physical Therapy (DPT)
 - Audiologists: Fellow of American Academy of Audiology (FAAA)
- K. Any employee who leaves the Board's employ within one year after completion of a course for which they have received reimbursement from the Board shall re-pay the full amount of such reimbursement to the Board with advance written notice to the employee. The Board may deduct such re-payment from any remaining pay owed to the unit member. As described in Article VI, the employee will have the option when possible (based on remaining number of paychecks) to have the deduction divided into two or more paychecks. The Board will attempt to deduct the money evenly from remaining checks owed. This repayment provision shall not apply in the case of a unit member who must leave the Board's employ due to military transfer, spousal job transfer necessitating a move of over 50 miles, personal or family illness, divorce or child custody issues, involuntary termination by Board, non-renewal of non-tenured employees, or other cause approved by the Board. If the employee who was granted a waiver pursuant to this subsection returns to a teaching position less than 50 miles away within one year of their leaving the Board's employment, they shall reimburse the Board according to the above provision unless they sought employment with the Board and were not offered a contract. Any employee forced to repay such reimbursement shall have that same reimbursement reversed (tuition repaid) upon returning to the Board and successfully completing two more years of employment.
- L. In accordance with the provisions of COMAR Section 13A.12.01.14, the Board will not require coursework for certification renewal for professionally certificated employees who are 55 years of age or older or who have been employed for at least 25 years in public school service or approved nonpublic school service.

**ARTICLE X
DEDUCTIONS**

- A. The Board shall deduct membership dues from employees' salaries for the Association, Maryland State Education Association, as said employees voluntarily authorize such deductions by means of an appropriate written authorization form.
- B. The Association shall provide the Department of Fiscal Services annually, ten (10) workdays prior to the second pay date in October, with a list of employees who have current membership in the Association. For members who join the Association after the second pay in October and authorize payroll deductions for SMASA dues, SMASA will provide the member's name and the total amount of prorated dues to be deducted over the remaining number of pay dates having dues deductions.
- C. The Board and the Association agree that any employee who requests dues deduction shall be responsible for full payment of the dues authorized for the current school year. An employee whose contract is terminated during the school year shall have deducted from his/her final salary payment in an amount equal to his/her remaining dues authorization. The authorization form shall include a statement to this effect and it shall be the responsibility of the Association to make the employee aware of this provision before he/she completes the form. In the event the employee's final salary payment shall be an amount not sufficient to meet the remaining dues, the responsibility for collection of such monies shall rest entirely upon the Association.
- D. Deductions shall be withheld in twenty one (21) equal consecutive installments beginning with the second pay period in October. The Board will transmit the dues deducted to the Association within five (5) workdays after each pay date.
- E. Payroll deduction shall be made available at the request of the individual employee providing a minimum enrollment of fifteen (15) employees as certified by the Superintendent or designee.
 - 1. Group insurance plans
 - 2. United States Savings Bonds
 - 3. Credit Unions
 - 4. Any other deductions authorized by the Superintendent
- F. Pre-tax payroll deductions for available 403(b) or other approved plans shall be made available at the written request of the individual employee. Any selected 403(b) vendor shall offer no less than 20 investment options. SMASA shall participate and have input in any plan or vendor changes.
- G. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or any other forms of liability that shall rise out of or by reason of action taken or not taken by the Board for the purposes of complying with any of the provisions of this article, or in reliance on any list, notice or assignment furnished under any such provisions.
- H. Any employee who desires to terminate SMASA membership and/or dues deductions must contact SMASA directly. Cancellation of dues deductions can be effected only by written notice to the President of the Association by certified US mail postmarked no later than September 10th of any given year.

**ARTICLE XI
EMPLOYEE PROTECTION**

- A. Employees will immediately report to their immediate superior in writing all cases of assault suffered by them in connection with their employment. The immediate supervisor shall provide the appropriate form in cases of assault against an employee and shall submit the completed form to the Assistant Superintendent of Fiscal Services and Human Resources if leave is required or taken as a result of the assault.
- B. The Assistant Superintendent of Fiscal Services and Human Resources will forward the report to the Director of Safety and Security who will serve as liaison among the employee, the police and the courts if necessary.
- C. The Board agrees to provide comprehensive general liability insurance coverage to employees while they are acting within the scope of their assigned responsibilities. This insures against the cost of investigating, defending and paying claims for damages on account of personal injury or death to non-employees and for property damage arising out of occurrence to which the coverage applies.
- D. As part of his/her job responsibilities, an employee shall not transport a student in his/her private vehicle.
- E. The Board agrees to provide the personal property insurance for property owned by employees while on school system premises as limited by the insurance conditions. Insurance carrier denial of an employee claim does not relieve SMCPS of the responsibility to reimburse the employee for the cost to repair or replace employee personal property, up to the value of \$300 demonstrated to have been damaged while on school premises, due to no fault of the employee.
 - 1. Any employee who sustains a verifiable loss as a result of the transport of SMCPS property within a private vehicle shall be reimbursed up to the amount of \$300.
 - 2. Any employee, who in the performance of his/her job responsibilities, sustains a verifiable loss of SMCPS property as a result of its transport within a private vehicle shall not be liable for its replacement or repair. Transport of SMCPS property for other than performance of job responsibilities shall be with advance supervisor permission.
- F. Complaints concerning school personnel shall be handled as follows.
 - 1. Employees and the Board agree that as a general rule, complaints concerning personnel should be dealt with at the lowest organizational level.
 - 2. Decisions on complaints shall not be made without interviewing the subordinate against whom the complaint was lodged. If the complaint is in writing, the unit member will be given a copy and required to sign the material acknowledging receipt of the copy.
 - 3. In order to respect the rights of all persons involved, each will have the right to be informed of all scheduled meetings concerning the complaint.
 - 4. Any parent, student, or other third person complaints made to any member of the administration that are used in any manner in evaluating such personnel will be investigated and called to his/her attention, unless the investigation is being conducted by a law enforcement agency or the Department of Social Services.
 - 5. Anonymous complaints that have not been verified shall not be used against the employee in matters of

discipline or evaluation.

- G. The employer shall maintain and promote the availability of an Employee Assistance Program.
- H. The Board shall make known to each affected employee any derogatory material that is being placed in his/her personnel file and he/she shall be given the opportunity to review and file a reply to such material. Individual responses to self-assessment materials cannot be used negatively in that employee's evaluation but will be used for discussion and goal setting.
- I. Employees shall have the right, upon notice, to review and copy material in their personnel file, excluding personal references. The employee has the right to be accompanied by an Association representative.
- J. Appeals to purge personnel records of adverse information must be made in writing to the Assistant Superintendent of Fiscal Services and Human Resources, who will confer with the current principal/immediate supervisor.
- K. The Board shall respect the confidentiality of personal references and other academic credentials and not establish a separate personnel file that is not available for the employee's inspections.

ARTICLE XII PROMOTIONAL VACANCIES

A. Notice

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

B. Application

Interested applicants may apply by submitting an application to the Assistant Superintendent of Fiscal Services and Human Resources. The application must be received prior to the established deadline.

C. Selection and Notification

1. All applicants who meet the minimum qualifications shall be interviewed. All other applicants shall receive notification in writing that they were not selected for an interview.
2. Interviews will be coordinated by the Department of Human Resources according to interview procedures posted on the SMCPS web site for employees to access.
3. Following action by the Board to fill an administrative or supervisory vacancy, and prior to the official public announcement, the Assistant Superintendent of Fiscal Services and Human Resources or designee will notify all applicants who were interviewed as to the person receiving the appointment. Upon request, the Assistant Superintendent of Fiscal Services and Human Resources or designee will meet with individuals to discuss why they were not selected.

4. Following interviews to fill a “pool” of similar vacancies (positions for which there are more than one opening and for which the site is yet to be determined), the Assistant Superintendent of Fiscal Services and Human Resources or designee shall make a good faith effort to notify either orally or in writing all applicants who were interviewed as to whether or not they were accepted into the pool.
5. Upon request from an employee who has been denied a promotional vacancy, the Assistant Superintendent of Fiscal Services and Human Resources or designee will provide written feedback to the employee as to suggestions based on the interview that the employee may take to improve chances for future advancement or change of assignment and the reasons for the denial without revealing personal information about other applicants.

D. Promotional Salary Computation

Employees receiving a promotion will be placed on the new salary scale according to the following steps.

1. If the employee is currently in a ten-month or eleven-month assignment, the value of their current salary will be computed based on the number of months of the new assignment.
2. Based on the salary range for the newly assigned position, the employee will be placed at the first higher salary (as established on step 1 above) of the new schedule plus one step.
3. If the employees are reclassified as part of a group, those employees will be placed at the next highest step on the appropriate salary range.

**ARTICLE XIII
PROCEDURES FOR HANDLING GRIEVANCES**

- A. Grievance - A grievance is any claim by a grievant that there has been a violation, misinterpretation, or misapplication of the terms of this agreement.
- B. Grievant - An individual employee or the Association.
- C. Time Limits - All time limits herein shall consist of workdays. The number of days indicated at each step should be considered a maximum and every effort should be made to expedite the process. The time limits in any step of this procedure may be extended or reduced in any specific instance by mutual agreement between the aggrieved party and/or his/her representative, and the Superintendent or his/her designee.
- D. Nothing herein contained will be construed as limiting the right of any employee who has a concern to discuss the matter informally with the administrator who made the decision on the issue and to have the concern resolved without intervention of the Association.
- E. Procedure
 1. Step 1 - The parties acknowledge that it is most desirable for an employee and the administrator who made the decision on the issue being grieved to resolve any problem relating to the terms of this Agreement through free and informal communications. However, if such informal processes fail to satisfy the employee, the problem may be further processed as a grievance provided that the grievance is submitted in writing within twenty (20) days of the alleged grievance.

2. Step 2 - The grievant must submit the grievance in writing to the administrator who made the decision on the issue being grieved. The administrator being grieved will arrange for a meeting to take place within four (4) days after receipt of the grievance. The grievant and the administrator being grieved shall be present for the meeting. The Association and/or the Board's representative may be present at this step and any step thereafter. The administrator being grieved shall provide the grievant with a written answer on the grievance within four (4) days after the meeting.
3. Step 3 - If the grievant is not satisfied with the decision rendered by the administrator being grieved at Step 2, then he/she may appeal to the Superintendent within six (6) days of the receipt of the decision of the administrator being grieved. The Superintendent shall arrange for a meeting with the grievant to take place within five (5) days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have ten (10) days in which to provide his/her written decision to the grievant.
4. Step 4 - If the grievant is not satisfied with the decision of the Superintendent in Step 3, or if the Superintendent fails to render a decision within the prescribed time, the grievance may within fifteen (15) days be submitted to arbitration by the Association under the Voluntary Labor Rules of the American Arbitration Association. The arbitrator shall have no authority to add to, alter, amend or modify any provision of this Agreement or to make any award which will in any way deprive the Board of any of the powers delegated it by law. The award in writing of the arbitrator, except as noted in the above statement, shall be final and binding on the aggrieved and the Board.

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

ARTICLE XIV ASSOCIATION PRIVILEGES AND RESPONSIBILITIES

- A. The Association will be provided access to a copy of the official Board meeting agenda prior to the meeting and a copy of the Board minutes after their approval by the Board.
- B. A portion of the existing bulletin board space in faculty lounges and at Board facilities that serve as work sites for SMASA unit members shall be reserved for the purpose of displaying Association notices, circulars, and other materials of interest to employees.
- C. Participation by SMASA in new personnel orientation (including any additional ad hoc orientation sessions) is valued and encouraged. The Association will be provided time, as specified by the Board, not less than thirty (30) consecutive minutes during the personnel orientation program (not included in the designated lunch period) for newly employed SMASA bargaining unit personnel for Association orientation as well as space as designated by the Board to disseminate information relative to the Association.
- D. The Association will have the right to have placed in the SMCPS hiring packet for all new unit members a letter prepared by the Association that welcomes the new employees and informs said employees that the Association is recognized as the exclusive negotiating representative for all unit members employed by the Board of Education of St. Mary's County.
- E. The Board will provide the Association with an electronic copy of the current Directory of School Officials,

Principals, and Teachers in St. Mary's County as such material is prepared by the staff. The Association will provide the Assistant Superintendent of Fiscal Services and Human Resources with an electronic copy of the active Association membership.

- F. Within fifteen (15) calendar days following the approval of a leave of absence, the Department of Human Resources shall notify the Association of the name of the Association member(s) taking the leave(s) and the length of the leave(s).
- G. The Department of Human Resources will provide the Association with a list of all employees terminating their employment no later than September 1, of any school year.
- H. Association designees will be granted reasonable administrative leave to transact Association business during the normal work day as needed a request must be made, in advance in writing, by the SMASA president or his/her designee to the Superintendent of Schools.
- I. The Superintendent or his/her designee shall provide SMASA with the names and work locations of new bargaining unit employees as soon as reasonably possible after their dates of hire.
- J. Each month the Board will provide an electronic transmission of bargaining unit data to MSEA including names, identification numbers, assigned sites, salaries (range, step), certifications, and positions/titles.
- K. Fair Share Representation Fee
 - 1. Upon enactment of fair share representation fee legislation pursuant to Section 6-407 of the Education Article of the Annotated Code of Maryland, bargaining unit employees who begin work after June 30 of that year (of enactment) shall, as a condition of employment, be required to either join the Association or pay a representation fee. This fee shall be based on chargeable activities and shall not exceed the membership dues of the Association and its affiliates.
 - 2. Upon such enactment, any unit member hired after June 30 of that year (of enactment) who elects not to join the Association shall be required to pay the representation fee. Prior to each October 1st, the Association shall notify the Board of those unit members who have elected not to join the Association. The Board shall deduct such representation fee from employees' payroll checks in the same manner as SMASA dues are deducted pursuant to this Agreement.
 - 3. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, and any other form of liability that shall arise out of or by reason of action taken or not taken by the Board for the purposes of complying with any of the provisions of this paragraph K. If any provision of this paragraph K is held to be in violation of any state or federal law, said provision shall be deemed to be modified to bring it into compliance with said law.

ARTICLE XV VOLUNTARY TRANSFERS AND REASSIGNMENTS

In order to promote collaboration and commitment, unit members may request consideration for lateral reassignment in writing to Human Resources. The fact that an employee requests a reassignment shall not be a guarantee that the employee will be selected.

- A. The Board will notify, by email, all administrative unit members of any known administrative vacancies. Current SMCPS administrators who submit an application or letter of interest and who meet the qualifications for an advertised position will be interviewed before any external candidates are interviewed.

- B. If an external candidate is selected, the Assistant Superintendent of Fiscal Services and Human Resources or designee will, upon request, provide written feedback to the internal candidates who were not selected as to recommendations for improving the chances for future advancement or change of assignment, and the considerations for the decision, without revealing personal information about other candidates.

**ARTICLE XVI
INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

- A. An involuntary transfer or reassignment will be made only after a meeting between the employee involved and the appropriate administrator, at which time the employee will be notified of the considerations for the transfer and reassignment. If the decision stands following the employee/administrator meeting, the final assignment and considerations shall be summarized in writing.
- B. In the event that an employee objects to the transfer or reassignment discussed at the meeting, upon his/her written request, the Superintendent will meet with him /her.
- C. When a principal or supervisor is considering an involuntary transfer or reassignment, they shall discuss the possibility with the affected employee as soon as the information is available, but no later than July 15th, if possible. After July 15th, the proper administrator will meet with the employee and provide the employee the considerations for any change. If the decision stands following the employee/administrator meeting, the final assignment and considerations shall be summarized in writing.
- D. An administrative unit employee who is reassigned to a position paying less than his/her current position will continue to be paid on the original, higher pay scale for three years if the reassignment is not the result of disciplinary action.
- E. An employee being involuntarily transferred or reassigned shall have the right to apply for any vacancy for which he/she is properly certificated.
- F. An employee who is transferred involuntarily after the beginning of the work year will be given at least two (2) full days without other assignments in order to perform some of the professional responsibilities required to adequately prepare for his/her transfer.

**ARTICLE XVII
HEALTH AND SAFETY**

- A. When a room, building or area because of its condition is judged by authorized qualified personnel to create a health or safety hazard, or a condition unsuitable for teaching or supervising children, the place shall be closed to students and employees, if thus recommended by the qualified person, until such hazard can be corrected. Employees shall not be required to work in spaces below 60 degrees F or above 85 degrees F unless the regular responsibilities of their position require working in such conditions.
- B. Unit members shall not be required to handle or search for any object suspected of being an improvised explosive device (IED) or similar device, that could be life threatening. In the interest of student and staff well being, unit members may volunteer to assist in such search, but in no way shall be subject to reprisal for choosing not to participate.

- C. Employees will not be expected to return to buildings when IED threats have occurred until a decision has been made by the Superintendent or his/her designee and the responding law enforcement agency.

**ARTICLE XVIII
JUST CAUSE**

Tenured and non-probationary unit members shall not be disciplined or reduced in compensation without just cause.

All non-certificated employees shall serve a probationary period of one year. At any time during the probationary period, a non-certificated employee may be discharged or demoted, without cause. The appropriate supervisor shall inform the non-certificated employee of the areas of weakness and give suggestions for improvement in time for the employee to demonstrate improvement.

Tenured unit employees appointed by the Board in a certificated role (Maryland certification is required) shall serve a probationary period of one year from the effective date in their position. During the probationary period, unit members holding tenure in SMCPS appointed by the Board to a promotional position may be returned to a position comparable to the one previously held. The appropriate supervisor shall inform the employee in writing of the areas of weakness and give suggestions for improvement in time for the employee to demonstrate improvement.

Unit members appointed to positions within SMASA from outside of SMCPS shall apply tenure language as found in the "Regular Teacher's Contract" in COMAR. (1 year non-tenured if tenure was held in the state of Maryland immediately preceding appointment by the Board, or 3 years non-tenured if the unit member did not hold tenure in the state of Maryland immediately preceding appointment by the Board.) The appropriate supervisor shall inform the employee in writing of the areas of weakness and give suggestions for improvement in time for the employee to demonstrate improvement.

**ARTICLE XIX
EMPLOYEE EVALUATION**

- A. In a given year, no employee shall be terminated from employment as a result of an ineffective rating based solely on student growth.
- B. SMCPS and the Association are mutually committed to a fair performance assessment process based on current educational research and agree to continue to seek consensus on a performance assessment tool and process. Until changes are mutually agreed upon by the Board and the Association, performance assessment will be based on the current version of LPAS (where applicable) collaboratively developed by SMASA and submitted to MSDE in December of 2012. Use of student data in the evaluations of instructional supervisors, academic deans, and other SMASA bargaining unit employees not covered by the December 2012 LPAS model will be in accordance with an evaluation instrument and process to be collaboratively developed by SMASA appointed representatives and the Board. Employees not covered by the LPAS evaluation instrument shall be evaluated on an evaluation instrument collaboratively developed by SMASA and SMCPS.

The employee is also directed to Policy GCNA and Regulation GCNA-R, the content of which are not grievable under Article XIII, but may otherwise be appealable pursuant to Section 4-205 of the Education Law Article of the Maryland Annotated Code.

**ARTICLE XX
PLANS OF ASSISTANCE**

- A. In order to promote fairness and continuous self-improvement, employees will be notified as soon as possible of areas of concern in performance and will be afforded the opportunity for improvement.
- B. In the event of documentation other than formal evaluation of a less than satisfactory performance by an employee, the evaluator may meet with the employee to develop a plan of assistance.
- C. If an employee receives an evaluation that indicates areas of unsatisfactory performance, the evaluator shall meet with the employee to develop a plan of assistance for improvement and to ensure subsequent counseling and assistance. In developing the plan of assistance and timelines, the employee shall have the right to SMASA representation.
- D. The plan of assistance shall include the following:
 - a. Statement of problem(s) or concern(s) related to areas of unsatisfactory performance
 - b. Desired improvement including specific, measurable criteria
 - c. Suggestions for improvement
 - d. Provisions for assisting the employee including responsible parties and associated timelines (such as peer coaching, additional training, assignment of a mentor, opportunities for visitation, and modeling/demonstration)
 - e. Timeline and criteria for monitoring employee's future performance including an end or reevaluation date for the plan of assistance
 - f. Signatures of supervisor and the employee

**ARTICLE XXI
ACADEMIC FREEDOM**

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

**ARTICLE XXII
END OF SERVICE PAY**

The Board and the Association acknowledge that it is in the best interests of students and the school community to have their regular administrator or supervisor present as often as possible, to provide instructional leadership and administrative continuity in order to promote and reward responsible use of sick leave, any employee at the time of retirement or death while under contract shall receive severance pay for unused sick leave at their per diem rate up to a maximum limit defined below. To be eligible, the employee must have been employed by the Board for ten years.

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

Sick Leave balances	Years of SMCPS Service		
	10 - 20	21 - 30	31+
1 to 100	\$2700	\$2950	\$3200
101-150	\$3700	\$3950	\$4200
151 to 200	\$4700	\$4950	\$5200
201 and beyond	\$5700	\$5950	\$6200

**ARTICLE XXIII
EMPLOYEE RIGHTS**

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

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

**ARTICLE XXIV
GENERAL**

- A. The Association will provide a copy of the proposed Comprehensive Agreement to all unit members for the purpose of ratification.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction, such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and applications will continue in full force and effect.
- C. The Board and SMASA are mutually committed to a non-adversarial, consensus building negotiations process. As partners in St. Mary’s County Public Schools, we believe that respect and trust are essential in achieving our common goal of fulfilling the promise in every child.
- D. Negotiations for successor agreement shall begin no later than October 15th unless it is mutually agreed to start on a different date.
- E. In the event of impasse in negotiations, the Association and the Board will pursue resolution before the Maryland Public School Labor Relations Board in accordance with Section 6-408 of the Education Article of the Annotated Code of Maryland.
- F. This Agreement is contingent upon the Board of Education receiving or identifying sufficient revenue to fund

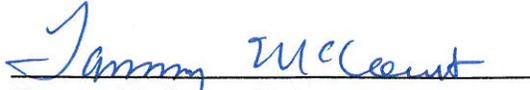
the fiscal items. In the event the agreement is not fully funded, the parties shall continue negotiations. If at the conclusion of negotiations, the initial agreement was not fully implemented due to lack of funding, and if during the contract period additional non-restricted funds are identified or available, they shall be used, to the extent possible, to fully fund the priorities identified by the parties in the initial agreement.

**ARTICLE XXV
DURATION**

- A. The provisions of this Agreement will be effective as of July 1, 2017, and will remain in full force and effect until June 30, 2021, with no openers.
- B. In school year 20120-2021, full contract negotiations will take place for a successor agreement effective July 1, 2021 (FY22 for school year 2021-2022).

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 22nd day of Feb, 2017.

BOARD OF EDUCATION
OF ST. MARY'S COUNTY

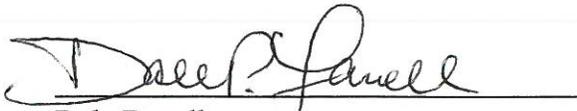


Tammy McCourt, CPA
Chief Negotiator, Negotiating Team

ST. MARY'S ASSOCIATION OF
SUPERVISORS AND ADMINISTRATORS



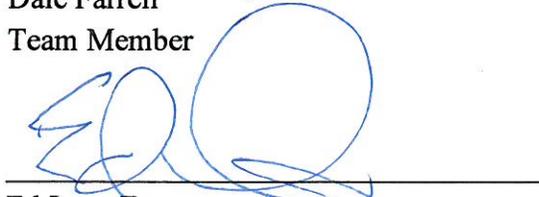
Dan Besseck
Chief Negotiator
MSTA/MSEA UniServ Director



Dale Farrell
Team Member



Alex Jaffurs
SMASA President, Ex-Officio Team Member



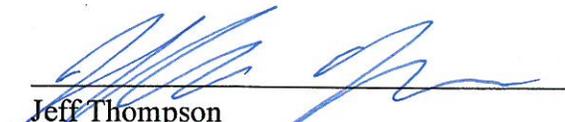
Ed Law, Esq.
Team Member



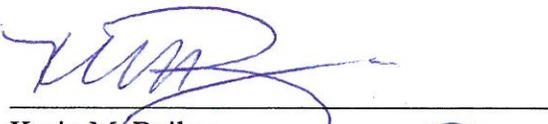
Kim Summers
SMASA Negotiations Chairperson



Dr. Jeff Walker
Team Member



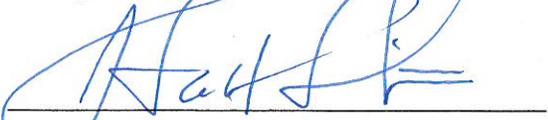
Jeff Thompson
SMASA Treasurer/ Team Member



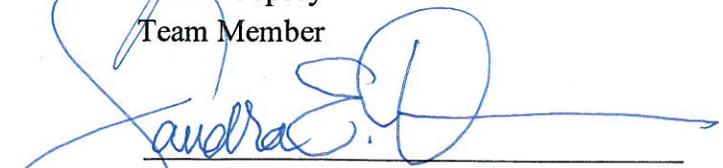
Karin M. Bailey
Chairperson, Board of Education



Jaimie Copsey
Team Member



J. Scott Smith
Superintendent of Schools



Sandra Oliver
Team Member



Mike Boyle
Team Member

**SALARY SCHEDULE
SUPERVISORS AND ADMINISTRATORS FOR 11 AND 12-MONTH EMPLOYEES
FOR FY 2018**

Step	Range										
	A	B	C	D	E	F	G	H	I	J	K
1	\$71,801	\$76,174	\$80,813	\$85,734	\$90,955	\$96,495	\$102,371	\$108,605	\$115,220	\$122,236	\$129,681
2	\$73,955	\$78,459	\$83,237	\$88,306	\$93,684	\$99,389	\$105,442	\$111,864	\$118,676	\$125,903	\$133,571
3	\$76,174	\$80,813	\$85,734	\$90,955	\$96,495	\$102,371	\$108,605	\$115,220	\$122,236	\$129,681	\$137,578
4	\$78,459	\$83,237	\$88,306	\$93,684	\$99,389	\$105,442	\$111,864	\$118,676	\$125,903	\$133,571	\$141,705
5	\$80,813	\$85,734	\$90,955	\$96,495	\$102,371	\$108,605	\$115,220	\$122,236	\$129,681	\$137,578	\$145,957
6	\$83,237	\$88,306	\$93,684	\$99,389	\$105,442	\$111,864	\$118,676	\$125,903	\$133,571	\$141,705	\$150,335
7	\$85,734	\$90,955	\$96,495	\$102,371	\$108,605	\$115,220	\$122,236	\$129,681	\$137,578	\$145,957	\$154,845
8	\$88,306	\$93,684	\$99,389	\$105,442	\$111,864	\$118,676	\$125,903	\$133,571	\$141,705	\$150,335	\$159,491
9	\$90,955	\$96,495	\$102,371	\$108,605	\$115,220	\$122,236	\$129,681	\$137,578	\$145,957	\$154,845	\$164,275
10	\$93,684	\$99,389	\$105,442	\$111,864	\$118,676	\$125,903	\$133,571	\$141,705	\$150,335	\$159,491	\$169,204

1. Master's Degree or APC will result in \$500 added to the gross salary.
2. Master's Degree +15 credits or APC +21 credits will result in \$900 added to the gross salary.
3. Master's Degree +30 credits or APC +36 credits will result in \$1,700 added to the gross salary.
4. Master's Degree +45 credits or APC +51 credits will result in \$2,500 added to the gross salary.
5. A Doctorate earned in a program approved by the superintendent and at an institution approved by the superintendent will result in \$3,300 added to the gross salary.
5. A 10% reduction of gross salary will be made for a Provisional Certificate.
6. A longevity adjustment will be added to the gross salary at incremental years of creditable service at SMCPS, as follows: 15 years = \$1,500, 20 years = \$2,500, 25 years = \$3,500, 30 years = \$4,500.
7. Employees receiving a promotion will be placed on the new salary scale according to the following steps:
 - a. If the employee is currently in a ten-month or eleven-month assignment, the value of their current salary will be computed based on the number of months of the new assignment.
 - b. Based on the salary range for the newly assigned position, the employee will be placed at the first higher salary (as established on step 1 above) of the new schedule, plus one step.
 - c. If the employees are reclassified as part of a group, those employees will be placed at the next highest step on the appropriate salary scale.
8. Elementary schools with certificated staff of 45 or more are defined as Principal II.

Range A – open

Range B – Elementary School AP – 11 Month, Middle School AP – 11 Month, Coordinator I, Academic Dean I – 11 Month

Range C – High School AP – 11 Month, Coordinator II

Range D – Elementary School AP – 12 Month, Middle School AP – 12 Month, Coordinator III

Range E – High School AP – 12 Month, Academic Dean II – 12 Month, Supervisor

Range F – Elementary School Principal I, Coordinating Supervisor

Range G – Elementary School Principal II, Middle School Principal, Education Director, Director I

Range H – High School Principal, Director II

Range I – Executive Director

Range J – Assistant Superintendent

Range K – Deputy Superintendent

**SALARY SCHEDULE
SUPERVISORS AND ADMINISTRATORS FOR 11 AND 12-MONTH EMPLOYEES
FOR FY 2019**

Step	Range										
	A	B	C	D	E	F	G	H	I	J	K
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10	\$93,684	\$99,389	\$105,442	\$111,864	\$118,676	\$125,903	\$133,571	\$141,705	\$150,335	\$159,491	\$169,204

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 - c. If the employees are reclassified as part of a group, those employees will be placed at the next highest step on the appropriate salary scale.
8. Elementary schools with certificated staff of 45 or more are defined as Principal II.

Range A – open

Range B – Elementary School AP – 11 Month, Middle School AP – 11 Month, Coordinator I, Academic Dean I – 11 Month

Range C – High School AP – 11 Month, Coordinator II

Range D – Elementary School AP – 12 Month, Middle School AP – 12 Month, Coordinator III

Range E – High School AP – 12 Month, Academic Dean II – 12 Month, Supervisor

Range F – Elementary School Principal I, Coordinating Supervisor

Range G – Elementary School Principal II, Middle School Principal, Education Director, Director I

Range H – High School Principal, Director II

Range I – Executive Director

Range J – Assistant Superintendent

Range K – Deputy Superintendent

**SALARY SCHEDULE
SUPERVISORS AND ADMINISTRATORS FOR 11 AND 12-MONTH EMPLOYEES
FOR FY 2020**

Step	Range										
	A	B	C	D	E	F	G	H	I	J	K
1	\$72,519	\$76,936	\$81,621	\$86,591	\$91,865	\$97,460	\$103,395	\$109,691	\$116,372	\$123,458	\$130,978
2	\$74,695	\$79,244	\$84,070	\$89,189	\$94,620	\$100,384	\$106,497	\$112,982	\$119,863	\$127,162	\$134,907
3	\$76,935	\$81,621	\$86,592	\$91,865	\$97,459	\$103,395	\$109,691	\$116,371	\$123,459	\$130,977	\$138,954
4	\$79,243	\$84,070	\$89,190	\$94,621	\$100,383	\$106,497	\$112,982	\$119,862	\$127,163	\$134,906	\$143,123
5	\$81,621	\$86,592	\$91,865	\$97,459	\$103,394	\$109,692	\$116,372	\$123,458	\$130,978	\$138,953	\$147,417
6	\$84,069	\$89,190	\$94,621	\$100,383	\$106,496	\$112,983	\$119,863	\$127,162	\$134,907	\$143,122	\$151,839
7	\$86,591	\$91,865	\$97,460	\$103,395	\$109,691	\$116,372	\$123,459	\$130,977	\$138,954	\$147,416	\$156,394
8	\$89,189	\$94,621	\$100,384	\$106,496	\$112,982	\$119,863	\$127,162	\$134,906	\$143,123	\$151,838	\$161,086
9	\$91,865	\$97,460	\$103,395	\$109,691	\$116,371	\$123,459	\$130,977	\$138,953	\$147,417	\$156,393	\$165,919
10	\$94,621	\$100,384	\$106,497	\$112,982	\$119,862	\$127,163	\$134,907	\$143,122	\$151,839	\$161,085	\$170,896

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Range J – Assistant Superintendent

Range K – Deputy Superintendent

**SALARY SCHEDULE
SUPERVISORS AND ADMINISTRATORS FOR 11 AND 12-MONTH EMPLOYEES
FOR FY 2021**

Step	Range										
	A	B	C	D	E	F	G	H	I	J	K
1	\$73,244	\$77,705	\$82,437	\$87,457	\$92,784	\$98,435	\$104,429	\$110,788	\$117,536	\$124,693	\$132,288
2	\$75,442	\$80,037	\$84,910	\$90,081	\$95,567	\$101,388	\$107,562	\$114,112	\$121,062	\$128,433	\$136,256
3	\$77,705	\$82,438	\$87,458	\$92,783	\$98,434	\$104,429	\$110,789	\$117,535	\$124,694	\$132,286	\$140,344
4	\$80,036	\$84,911	\$90,081	\$95,567	\$101,387	\$107,562	\$114,112	\$121,061	\$128,434	\$136,255	\$144,554
5	\$82,437	\$87,458	\$92,784	\$98,434	\$104,429	\$110,789	\$117,536	\$124,693	\$132,287	\$140,343	\$148,891
6	\$84,910	\$90,082	\$95,567	\$101,387	\$107,562	\$114,113	\$121,062	\$128,434	\$136,256	\$144,553	\$153,358
7	\$87,457	\$92,784	\$98,434	\$104,428	\$110,789	\$117,536	\$124,694	\$132,287	\$140,344	\$148,889	\$157,959
8	\$90,081	\$95,568	\$101,387	\$107,561	\$114,112	\$121,062	\$128,434	\$136,255	\$144,554	\$153,356	\$162,697
9	\$92,784	\$98,435	\$104,429	\$110,788	\$117,536	\$124,694	\$132,287	\$140,343	\$148,891	\$157,957	\$167,578
10	\$95,567	\$101,388	\$107,562	\$114,111	\$121,062	\$128,435	\$136,256	\$144,553	\$153,357	\$162,696	\$172,606

1. Master's Degree or APC will result in \$500 added to the gross salary.
2. Master's Degree +15 credits or APC +21 credits will result in \$900 added to the gross salary.
3. Master's Degree +30 credits or APC +36 credits will result in \$1,700 added to the gross salary.
4. Master's Degree +45 credits or APC +51 credits will result in \$2,500 added to the gross salary.
5. A Doctorate earned in a program approved by the superintendent and at an institution approved by the superintendent will result in \$3,300 added to the gross salary.
5. A 10% reduction of gross salary will be made for a Provisional Certificate.
6. A longevity adjustment will be added to the gross salary at incremental years of creditable service at SMCPS, as follows: 15 years = \$1,500, 20 years = \$2,500, 25 years = \$3,500, 30 years = \$4,500.
7. Employees receiving a promotion will be placed on the new salary scale according to the following steps:
 - a. If the employee is currently in a ten-month or eleven-month assignment, the value of their current salary will be computed based on the number of months of the new assignment.
 - b. Based on the salary range for the newly assigned position, the employee will be placed at the first higher salary (as established on step 1 above) of the new schedule, plus one step.
 - c. If the employees are reclassified as part of a group, those employees will be placed at the next highest step on the appropriate salary scale.
8. Elementary schools with certificated staff of 45 or more are defined as Principal II.

Range A – open

Range B – Elementary School AP – 11 Month, Middle School AP – 11 Month, Coordinator I, Academic Dean I – 11 Month

Range C – High School AP – 11 Month, Coordinator II

Range D – Elementary School AP – 12 Month, Middle School AP – 12 Month, Coordinator III

Range E – High School AP – 12 Month, Academic Dean II – 12 Month, Supervisor

Range F – Elementary School Principal I, Coordinating Supervisor

Range G – Elementary School Principal II, Middle School Principal, Education Director, Director I

Range H – High School Principal, Director II

Range I – Executive Director

Range J – Assistant Superintendent

Range K – Deputy Superintendent