

**NEGOTIATED AGREEMENT**  
**BETWEEN**  
**THE BOARD OF EDUCATION OF CECIL COUNTY**  
**AND**  
**THE CECIL COUNTY PUBLIC SCHOOLS**  
**ADMINISTRATORS AND SUPERVISORS ASSOCIATION**  
**July 1, 2013 - June 30, 2016**

**July 1, 2015**

## **TABLE OF CONTENTS**

<b>ARTICLE I</b>	
General Provisions .....	1
<b>ARTICLE II</b>	
Association Rights, Privileges, Responsibilities .....	3
<b>ARTICLE III</b>	
Professional Rights, Privileges, and Responsibilities .....	5
<b>ARTICLE IV</b>	
Fringe Benefits .....	6
Health Insurance .....	6
Term Life Insurance .....	7
Blood Bank .....	7
Benefits Advisory Committee .....	7
Liability Insurance .....	7
Tuition Reimbursement .....	8
Assistance in Planning .....	8
Medical Examination .....	8
Professional Memberships .....	9
<b>ARTICLE V</b>	
Leave .....	9
Sick Leave .....	9
Sick Leave Bank .....	10
Accidental Personal Injury Leave .....	10
Annual Leave .....	11
Personal Leave .....	12
Bereavement .....	13
Religious Holidays .....	13
Holiday Leave .....	13
Legal Summons .....	13
Sabbatical Leave .....	14
Political Leave .....	15
Other Leaves of Absence .....	15
<b>ARTICLE VI</b>	
Procedures for Unit Member's Assignments; Announcing Position Vacancies and Promotional Opportunities .....	16
<b>ARTICLE VII</b>	
Professional Development .....	18
<b>ARTICLE VIII</b>	
Other Personnel Policies .....	18
Advisory Committee .....	18
Emergency Closing of Schools .....	19
Evaluation .....	19
Hiring Procedures .....	19
Job Assignment .....	19
Notice of Retirement .....	19
Personnel File .....	19
Reduction in Force .....	19
Salary Payment .....	20
Summer Workshops .....	20
Transporting Individuals .....	20

Travel Allowance .....	20
Written Allegations .....	20
Professional Appearance .....	21
<b>ARTICLE IX</b>	
Grievance Procedure .....	21
<b>ARTICLE X</b>	
Duration of the Agreement .....	22
<b>ARTICLE XI</b>	
Procedures .....	23
Advanced Preparation .....	23
Increment for Longevity .....	25
Salaries .....	25
<b>APPENDIX</b>	
Memoranda of Understanding .....	26

## **ARTICLE I GENERAL PROVISIONS**

### **1.1 Definition of Board, Association and Unit Member**

1.1.1 Board - The Board of Education of Cecil County

1.1.2 Association - The Cecil County Public Schools Administrators and Supervisors Association.

1.1.3 Unit Member - All certificated, professional personnel represented exclusively by the Association in the negotiating unit as defined in Article I, Recognition.

### **1.2 Recognition**

1.2.1 In accordance with the provisions of the Education Article, Section 6-401, the Board of Education of Cecil County hereby designates that the Association named in B. above shall be the exclusive representative of the "Administrators-Supervisors' Unit" as specified in the Resolution adopted by the Board on November 13, 1973.

### **1.3 Ground Rules**

1.3.1 No later than October 15 of each year, the Board and the Association shall each designate in writing to the other, not more than twelve (12) official representatives to serve on its respective negotiating team. If an emergency arises either team may replace one or more of its members for any session so long as the total number of negotiators on either team does not exceed twelve (12).

1.3.2. In any given school year, the meeting to open negotiations on the Agreement shall be held on a mutually acceptable date during the first ten (10) working days of December. Negotiations shall terminate on or before January 15. All issues proposed for discussion shall be submitted in writing by the Association to the Board of Education's representatives at this first meeting. The Board shall submit in writing to the Association's representatives all additional issues upon which it wishes to negotiate no later than the second meeting. The second meeting shall be called within a reasonable length of time and all necessary subsequent meetings shall be called at times mutually agreed upon by the parties.

1.3.3 The negotiating team for the Board of Education or the Association may have no more than twelve (12) persons in attendance at any time during negotiating sessions.

1.3.4 The Board of Education and the Association will present available, relevant data upon reasonable request to facilitate the exchange of points of view during negotiations and the making of proposals and counterproposals.

1.3.5 All reasonable steps shall be taken to assure that privacy of discussion and negotiations is afforded at any mutually agreed-upon place. Meetings for negotiations may be held during the regular school day provided:

1.4.5.1 No more than three (3) days are used for this purpose.

1.4.5.2 The maximum number of unit members serving as negotiators for the Association during the regular school day is seven (7).

1.3.6 Each item shall be reduced to writing and initialed by each chairperson as a tentative agreement on the wording, subject to the approval of the entire agreement.

1.3.7 When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding of matters agreed upon as the result of negotiations.

- 1.3.8 Each negotiator shall affix his/her signature to two (2) copies of the total agreement.
- 1.3.9 Copies of the total agreement shall then be submitted to the Association and to the Board of Education for ratification.
- 1.3.10 After ratification has taken place, each party shall then certify to the other in writing that the agreement has been ratified.
- 1.3.11 The Board of Education will take such action upon the ratified agreement as is necessary to implement it officially.
- 1.3.12 These policies have been agreed to by representatives of the Board of Education of Cecil County and the CCPSASA.
- 1.3.13 All other policy provisions may be subject to negotiations only by the mutual agreement of both parties.
- 1.3.14 The Association and the Board agree that, should the receipt of funds be insufficient to implement fully the provisions of this Agreement pertaining to salaries, wages, hours, or conditions of work, those provisions affected by such reduced receipt of funds will be reconsidered pursuant to the Opinion rendered by the Maryland State Board of Education on June 25, 1969 and applicable laws and bylaws. Such renegotiations shall terminate not later than midnight of the eighth (8th) calendar day on which the school budget for the Fiscal Year is determined officially as to major categories by the Board of Education of Cecil County.
- 1.3.15 Renegotiations are not subject to any Grievance Procedure.
- 1.4 Non-discrimination by the Association
  - 1.4.1 The Association agrees to admit eligible persons to membership without discrimination and to represent all unit members without regard to membership in the Association.
- 1.5 Temporary Suspension of Policies During Emergency
  - 1.5.1 In circumstances resulting from civil disorder, national emergency, fire, flood or other catastrophes beyond the control of the Board, the Association and the Board agree that any provisions of said policies which restrict the Board from taking emergency action for the safety and welfare of all citizens may be suspended for the duration of the emergency.
  - 1.5.2 The Board and the Association agree that if any of the provisions of said policies or the application thereof to any person or circumstances shall be held legally invalid such invalidity shall not affect the other provisions or any other application of said policies which can be given effect without the invalid provision or application, and to that end all provisions of said policies are hereby agreed and declared to be severable.
- 1.6 Severability Clause
  - 1.6.1 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 or State Board of Education bylaw, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. These policies shall take precedence in any case where they are in conflict with any other Board policy.
- 1.7 Impasse Procedure

- 1.7.1 In the event an impasse is reached in negotiating the total agreement on salaries, wages, hours, and other working conditions after full consideration of proposals and counter-proposals, the parties agree to adhere to the impasse process as defined by regulations adopted by the Public School Labor Relations Board (PSLRB) and in compliance with Title 6, Subtitles 4 and 5 et. seq. of the Education Article of the Annotated Code of Maryland. All fees and expenses for the this process will be borne equally by the two parties.

1.8 Ratification Procedures

- 1.8.1 If either party fails to ratify the Agreement, the representatives of the dissenting party shall state their objections in writing to the representatives of the other party and negotiations shall resume.

**ARTICLE II**  
**ASSOCIATION RIGHTS, PRIVILEGES, RESPONSIBILITIES**

2.1 Political Rights

- 2.1.1 The Board and the Association recognize the right of unit members to participate in political governmental affairs in a manner afforded any other citizen, including the right to vote; the right to be an active member of a political party of their choice; the right to campaign for candidates for election to public office; and the right to seek, campaign for and serve in public office.
- 2.1.2 Political activities of any unit member seeking or holding public office or campaigning for a candidate shall be conducted outside the duty premises and outside the working hours.
- 2.1.3 The activities listed below are prohibited on all property owned by the Board:
- Posting of political circulars or petitions.
  - Distribution to employees of the Board, whether by placing in their school mailboxes or otherwise, of political circulars, petitions or publications.
  - Collection of and solicitation of campaign funds.
  - Solicitation and recruitment of campaign workers.
  - Using employees or pupils for writing and/or otherwise developing or distributing political materials.
- 2.1.4 Unit members seeking or holding public office shall refrain from seeking advice, counsel, and assistance from other employees of the Board during the member's or the employee's working hours.
- 2.1.5 Unit members shall refrain from using the privileges of their professional positions or titles for political purposes.
- 2.1.6 Unit members will not in any way exploit pupils for political purposes.
- 2.1.7 A unit member's position as an employee of the Board shall at no time be in jeopardy due to the member's political activity provided the member adheres to the foregoing policies.

2.2 Protection Against Jeopardy of Position

- 2.2.1 A unit member's position as an employee of the Board shall at no time be in jeopardy due to the member's Association activity provided the member adheres to the Board policies.

## 2.3 Payroll Deduction Privilege

2.3.1 The following payroll deductions will be available to all unit members at their request:

- Association Dues  
(as provided for in the section "Payroll Deduction of Association Dues")
- 403(b) and 457(b) Retirement Savings Plans  
(as offered and approved by the Board of Education)
- Insurance Programs  
(as offered and approved by the Board of Education)
- Group Health Care and Benefit Plans  
(as offered and approved by the Board of Education)
- Approved Charitable Organizations
- Cecil County School Employees' Federal Credit Union

## 2.4 Payroll Deduction of Association Dues

2.4.1 The Association shall provide the Department of Business Services of the Cecil County Public Schools a certified listing of all unit members desiring payroll deduction of Association dues not later than October 15. This listing shall include each member's name arranged alphabetically by school with the appropriate amount to be deducted for each of the three Associations and the total amount to be deducted.

2.4.2 Each list will have attached the original copy of the authorization form signed by the individual member. Signed authorization forms will be arranged alphabetically. The County Superintendent, acting on behalf of the Board, reserves the right to approve the authorization form developed by the Association. Deductions authorized by the unit member on a signed, appropriate enrollment form will continue for each subsequent school year unless the member cancels such authorization with written notice to the Department of Business Services.

2.4.3 The President and the Treasurer of the Association shall attach to the group of lists a cover letter addressed to the County Superintendent certifying that all lists are correct and that any omission or error on any list is the responsibility of the Association.

2.4.4 The President and the Treasurer of the Association shall notify the Department of Business Services in writing not later than the first of the month in which any change is to be made in authorized deductions.

2.4.5 The Board of Education will remit to the Association once monthly a check for the total amount of all dues collected.

2.4.6 The Association understands that any cancellation of memberships(s) within a school year which results in any balance of membership dues not deducted will be a matter resolved between the Association and the individual member.

## 2.5 Exclusive Privileges

2.5.1 No other organization of unit members shall have the privilege of payroll deduction for dues as long as the Association continues to be the exclusive bargaining agent of unit members.

## 2.6 Use of School Facilities

- 2.6.1 The Association may use school facilities for meetings, provided such meetings do not interfere with official school activities. In any case of conflict, priority will always be given to the use of school facilities for official school functions.
- 2.6.2 Permission for the use of school facilities shall be obtained in advance in writing from the principal of the facility to be used. All requests shall indicate which facilities are to be used, the date and time for use, and the name of the Association's agent responsible for the use of the facilities and/or equipment.
- 2.6.3 The use of school property shall be in accordance with Board Policy and Administrative Regulations.
- 2.6.4 The Association will have access to all school buildings and to all unit members provided that the exercise of this right does not interfere with the educational program.
- 2.6.5 The use of bulletin board space for Association announcements shall be permitted.
- 2.7 Name of Employees
  - 2.7.1 Upon request, following monthly Board meetings, the Association shall be provided with the names of all new and terminating employees.
- 2.8 Participation in Committees
  - 2.8.1 One or more unit members will be involved with any development and/or revision of curriculum guides and courses of study.
- 2.9 Association Leave Days
  - 2.9.1 The Association may draw upon a bank of five (5) days leave per academic year for use by one or more members designated by the President of the Association provided the member has given not less than three (3) work days advance notice to the appropriate next-in-line administrator and the Superintendent of Schools. The unit member's absence will be with no loss of pay or leave.

### **ARTICLE III PROFESSIONAL RIGHTS, PRIVILEGES, AND RESPONSIBILITIES**

- 3.1 Non-discrimination
  - 3.1.1 The provisions of these policies shall not be applied in a manner arbitrary, capricious, or discriminating in regard to race, color, gender, age, national origin, religion, sexual orientation, disabling condition, or membership or non-membership in the Association.
- 3.2 Unit Member's Private and Personal Life
  - 3.2.1 A unit member's private and personal life is not within the appropriate concern of the Board except to the extent that it may impair the member's effectiveness in the completion of assigned functions.
- 3.3 Appearing Before Superintendent
  - 3.3.1 Whenever a unit member is required to appear before the Superintendent or the designated representative for the purpose of discussing suspension, dismissal, or reduction in position classification, the member shall be given the opportunity to have a representative of the Association present.



3.4 Agenda and Minutes

3.4.1 The Board shall provide unit members with a copy of the tentative agenda and the approved minutes of all public meetings of the Board.

3.5 Retirement Information

3.5.1 Upon request to the Director of Human Resources or designee, unit members eligible to retire shall be provided with assistance in obtaining information regarding the various options available to them within the provisions of the State Retirement and Pension System of Maryland. A conference with the Director of Human Resources or designee, will be scheduled for the member for the purpose of planning for retirement if the member requests such consultation.

3.6 Recognition at Board Meetings

3.6.1 The Association may present a proposal to the Board by requesting that the Superintendent include the presentation on the agenda of a Board meeting.

3.7 Calendar Committee(s)

3.7.1 Unit members shall be named by the Superintendent to serve on any annual school calendar committee and any operational calendar committee. Unit members so named shall participate in the deliberations of the committees, present the position of the Association on calendar items and assist in drafting proposed calendars to be presented to the Superintendent.

3.8 Advice of Unit Members on Facilities Planning

3.8.1 In the design of new structures and the renovation of school facilities, the advice of unit members will be sought and given consideration. The Association may submit recommendations to the Superintendent.

**ARTICLE IV  
FRINGE BENEFITS**

4.1 Health Insurance

4.1.1 The Board will carry a group health protection policy and will make available to all eligible unit members hospital, surgical, major medical and dental benefits as provided in the policy.

4.1.2 All salaried unit members, except those who normally work less than 17 hours per week, are eligible for group health care protection. Eligible part time unit members, those who work less than 30 hours per week, will pay the full premium rate if they elect to enroll in the group health care program. Temporary employees, per diem employees, and substitutes are not eligible.

4.1.3 The Board will pay 85% of the cost of the premium of the Board sponsored medical and dental programs provided this amount does not exceed 85% of the cost of the Board sponsored comprehensive medical and core dental programs. The remaining cost of the premiums for the medical and dental programs will be paid by the unit member.

4.1.4 During the term of this agreement a payroll deduction procedure will be used to obtain the enrollee's contribution to the applicable premium.

- 4.1.5 If an ACTIVE employee dies while insured, the group health protection policy may be continued for the insured dependent(s) pursuant to COBRA regulations provided the insured dependent(s) satisfies eligibility requirements. For a period of six (6) months, the Board will continue to pay the Board share of the premium. After six (6) months, the eligible dependent(s) must pay the total premium pursuant to COBRA to remain in the program.
- 4.1.6 If a RETIRED employee dies while insured, the group health protection policy may be continued for the insured dependent(s) provided the insured dependent(s) satisfies eligibility requirements and the total premium is paid.
- 4.1.7 The Board will pay toward the cost of Board sponsored Group Health Care for those persons retired July 1, 1983 and thereafter, provided the retirees have completed fourteen (14) or more years of creditable service in the Cecil County Public Schools. Employees must be enrolled in the insurance program for a period of one (1) year prior to retirement in order to continue their insurance as a retiree. The payment will be based on total years of service as follows:

<u>Years of Service in CCPS</u>	<u>Board Contribution</u>
14 - 17	\$3,592
18 - 23	\$5,379
24 - 29	\$6,700
30+	\$8,583

- 4.1.8 This contribution will remain in effect until age 65, at which time the retiree may be eligible for Medicare and Medicaid as well as reduced premium rates for the Board sponsored Group Health Care Plan.

#### 4.2 Term Life Insurance

- 4.2.1 The Board will make available to each eligible unit member a basic plan of term life insurance including accidental death and dismemberment benefits for one and one-half (1-1/2) times the unit member's annual salary up to \$250,000. The Board will pay the unit cost per thousand for 2015-2016 with the amount of coverage determined by the unit member's annual salary in effect as of July 1, 2015.

#### 4.3 Blood Bank

- 4.3.1 Upon application by the unit member to the Blood Bank of Delaware/Eastern Shore, the Board will contribute to the initial cost and subsequent membership a sum not to exceed \$5.00 per member per year.

#### 4.4 Benefits Advisory Committee

- 4.4.1 The Board shall establish a Benefits Advisory Committee which shall include representatives of the Association appointed by the President. The Benefits Advisory Committee shall meet at least four times per year to discuss, study, and report on suggestions pertaining to the employee benefit plans and costs. Minutes of such meetings shall be available to all members of the Committee.

#### 4.5 Liability Insurance

- 4.5.1 To protect unit members, the Board shall carry comprehensive liability insurance including the following minimum liability coverage:

\$100,000	Bodily Injury
\$100,000	Property Damage

\$100,000          Personal Injury

- 4.5.2 The Pool insurance policy provides that the total liability of the Pool for all damages because of Bodily Injury or Property Damage sustained by one or more persons as a result of any one occurrence shall not exceed the combined single limit of Bodily Injury and Property Damage liability of \$100,000 exclusive of defense costs; except that if any court of final appellate jurisdiction denies to any Covered Person the defense of sovereign immunity as granted to Maryland Boards of Education under statutory or common law; such liability shall not exceed a combined single limit for bodily injury and property damage of \$1,000,000 per occurrence, exclusive of defense costs. The Personal Injury coverage is also raised to \$1,000,000 if a court, as above outlined, denies the defense of sovereign immunity to a Covered Person.

4.6 Tuition Reimbursement

- 4.6.1 The Board will reimburse a unit member \$249 per semester hour of credit not to exceed a maximum in any one fiscal year of \$1,494 provided the amount of reimbursement shall not exceed the actual cost of tuition. All credits must be earned while the unit member is employed by the Board and they must be applicable to a planned program. All courses taken for the purpose of qualifying for a salary differential and/or tuition reimbursement must be approved in writing by the Director of Human Resources or designee prior to enrollment in the course(s).
- 4.6.2 A planned program may consist of a Master's Degree, 30 graduate credits beyond the master's degree, 60 graduate credits beyond the master's degree, or an earned doctorate as defined below:
- 4.6.2.1 Master's Degree  
A planned program of collegiate study approved by the Maryland State Department of Education
- 4.6.2.2 Master's Degree + 30  
A planned program consisting of not less than 30 semester hours of collegiate study in addition to credits required for the master's degree.
- 4.6.2.3 Master's Degree + 60  
A planned program consisting of not less than 60 semester hours of collegiate study in addition to credits required for the master's degree.
- 4.6.2.4 Earned Doctorate  
A planned program consisting of not less than 54 semester hours of collegiate study beyond the master's degree.
- 4.6.3 A planned program may also include up to 15 semester hours of post baccalaureate credit earned in addition to credits required for a master's degree if such credits are earned as course work which has been designated or approved by the Superintendent as meeting a specific requirement for a particular assignment or responsibility.
- 4.6.4 A unit member will be reimbursed for credits taken within 45 days after presentation of request for reimbursement and verification of successful completion of the course. To receive reimbursement payment, a grade of "C" or above is required. Reimbursement forms, accompanied by official grade slips or transcripts, must be submitted within sixty (60) days following completion of a course. Reimbursement will be calculated at the rate in effect at the commencement of the course work.

4.7 Assistance in Planning

- 4.7.1 Unit members who have questions concerning certification requirements or who need advice regarding courses they wish to take may obtain assistance by writing to the Director of Human Resources or by making an appointment for a conference.
- 4.8 Medical Examination
  - 4.8.1 When a medical examination is required of a unit member by the Board, the Board will designate a physician to administer the medical examination at the Board's expense. If the member chooses to consult a physician of the member's choice, who is properly licensed to render a medical opinion of the medical condition being questioned by the Board, the member will assume the expense of the examination.
- 4.9 Professional Memberships
  - 4.9.1 Upon verification by the unit member of memberships in professional organizations pertinent to his/her assignment, the unit member will receive up to \$200 in order to defray the cost of those memberships.

## **ARTICLE V LEAVE**

- 5.1 Sick Leave
  - 5.1.1 Unit members shall be allowed minimum sick leave at the rate of one (1) work day per month, for regular employment, the annual total of which shall be available at the beginning of the fiscal year. Unit members hired during the fiscal year will receive a pro-ration of one (1) day for each month remaining in the fiscal year. Unit members must be employed a minimum of fifteen (15) days in their initial month of employment to receive one (1) day of leave for that month. Unused sick leave from the annual total as of June 30 shall be carried over to the next fiscal year and shall accumulate to an unlimited maximum during any period of continuous employment. Unused personal leave as of June 30 shall be added to the member's sick leave and carried over to the next fiscal year. Effective July 1, 2000, those unit members employed less than 12 months and not eligible for annual leave may accumulate personal leave up to a maximum of five (5) days. The member will be paid full salary for absence from work due to the member's illness in accordance with the conditions described in this paragraph.
  - 5.1.2 The Board shall retain the right to require validation of a unit member's illness which results in the member's absence from work.
  - 5.1.3 Unused sick leave from and after August 31, 1966, shall be transferred from another Maryland public school system to the Cecil County Public Schools up to one hundred (100) days.
  - 5.1.4 Unit members employed after July 1 will be granted one (1) day of sick leave for each month remaining in the current fiscal year to be available on the first day of employment provided the member has reported for work.
  - 5.1.5 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and will be treated as such within all policies of the Board. Accordingly, a unit member may use sick leave for such absence.
  - 5.1.6 Unit members will be granted ten (10) days per fiscal year for absence due to illness of spouse, children, parent, step parent, parent-in-law, grandparent, great grandparent,

grandchild, brother, sister, or any person who has lived regularly in the household of the member. Such absence will be deducted from sick leave.

- 5.1.7 Special cases will be considered by the Board of Education of Cecil County.
- 5.1.8 A unit member who has been employed by the Board for two (2) or more years, gained tenure in Cecil County and leaves the position may retain all accumulated sick leave up to 100 days if the member returns to employment by the Board within five (5) years.
- 5.1.9 Unit members will be notified of their accumulated sick leave, personal leave, and annual leave each pay period.
- 5.1.10 A unit member who has exhausted all sick leave, annual leave, and personal leave may be granted extended sick leave without salary for a period not to exceed 365 calendar days. The applicant for such extended leave, or the head of the member's administrative unit should the applicant be unable, shall request in writing of the Superintendent extended sick leave stating the number of days desired and the nature of the illness. Such requests shall be made within ten (10) calendar days following the expiration of all sick leave, annual and personal leave. The Superintendent reserves the right to request any additional supporting information deemed necessary for consideration of the member's application.
  - 5.1.10.1 A unit member granted leave for extended illness under the provision and who is enrolled as an active member of an insurance group for which the Board of Education is the policy holder may continue to be a member of this insurance group for the period of the leave. The Board may continue to pay the employer's contribution for such coverage for the period of the extended leave.
  - 5.1.10.2 A unit member granted leave under this provision who is an active member of the State Retirement and Pension System of Maryland at the time of making application for such leave may continue membership in the System. The employee is responsible for filing the appropriate forms with the State Retirement and Pension System of Maryland which are available from the Office of Human Resources.
  - 5.1.10.3 Upon retirement as an employee of the Board of Education of Cecil County, a unit member will be paid the member's per diem salary for up to ten (10) days of accumulated sick leave. The "per diem salary" is the annual salary for the fiscal year divided by the number of duty days identified in the operational calendar.
- 5.1.11 In the event of the unit member's death, the payment for all unused sick leave to a maximum of 100 days shall be payable at the per diem rate to the unit member's estate.

## 5.2 Sick Leave Bank

- 5.2.1 All unit members are eligible to contribute to a sick leave bank. The purpose of the Sick Leave Bank is to provide continued pay benefits to contributing unit members of the bank for, incapacitating personal illness during regularly scheduled duty days after regular sick leave has been exhausted.
- 5.2.2 The rules and regulations under which the sick leave bank operates shall be approved by the CCPSASA Executive Board and the Superintendent.
- 5.2.3 Each unit member will be provided with a copy of the rules and regulations governing the Sick Leave Bank at the beginning of each school year and at any time when the rules and regulations change.

## 5.3 Accidental Personal Injury Leave

- 5.3.1 Unit members who sustain a compensable accidental personal injury or occupational disease arising out of and in the course of assigned duties and which qualifies them for Workers' Compensation, shall be given leave of absence for up to forty-five (45) working days with full salary and benefits, provided that the member agrees to reimburse the Board for such salary and benefits from and to the extent of benefits received from the Workers' Compensation fund when such accidental personal injury or occupational disease arising out of and in the course of assigned duties requires the member to be absent from assigned duties, provided the member reports the injury within seventy-two (72) hours. Disabilities which extend beyond the forty-five (45) working day period will be, at the option of the member, chargeable to the member's accumulated sick leave and/or annual leave, with benefits equal to full salary and benefits, provided that the member agrees to reimburse the Board for such salary and benefits from and to the extent of benefits received from the Workers' Compensation fund, until the member's accumulated sick leave and/or annual leave is exhausted. If such charge is chosen, a full day shall be charged against accumulated sick leave and/or annual leave for each day of benefits received. Alternatively, no charge will be made to the member's accumulated sick leave and/or annual leave if the Workers' Compensation benefit option is chosen. In the event of a dispute as to the length of the leave, the Board may require a physical examination by a physician of its choice. In any case in which the unit member becomes eligible for an extended sick leave, the Board may request that the employee be considered for retirement because of accidental disability.

#### 5.4 Annual Leave

- 5.4.1 All twelve-month unit members will earn annual leave as follows:
- 5.4.1.1 Unit members with less than six years in an administrative and/or supervisory position in Cecil County will earn annual leave at the rate of 1.66 days per month. (20 days per fiscal year)
  - 5.4.1.2 Unit members with 6-10 years in an administrative and/or supervisory position in Cecil County will earn annual leave at the rate of 1.83 days per month. (22 days per fiscal year)
  - 5.4.1.3 Unit members with 11-15 years in an administrative and/or supervisory position in Cecil County will earn annual leave at the rate of 1.91 days per month. (23 days per fiscal year)
  - 5.4.1.4 Unit members with 16 or more years in an administrative and/or supervisory position in Cecil County will earn annual leave at the rate of 2.0 days per month. (24 days per fiscal year)
- 5.4.2 Approved holidays will not be considered annual leave.
- 5.4.3 All requests for annual leave must be approved by the next-in-line administrator. Annual leave may be requested at any time during the year. All requests are conditional upon the needs of the school system and should be made as far in advance as possible using the form provided.
- 5.4.4 Upon termination of employment, a unit member shall be paid the current per diem rate for all unused annual leave. In the event of the unit member's death, the payment for all unused annual leave shall be payable to the unit member's estate.
- 5.4.5 Other provisions regarding annual leave are as follows:
- 5.4.5.1 A unit member may request the next-in-line administrator to grant annual leave in advance of having been earned. Indebtedness of the member for annual

leave, which has been advanced before it has been earned, shall be resolved by deducting from the member's salary the per diem rate multiplied by the number of days of advanced annual leave if the member's employment by the Board is terminated.

5.4.5.2 The maximum number of accumulated annual leave days allowable for any unit member shall be no greater than fifty (50) by September 1st of each year. The total may exceed 50 days at other times in the year. Accumulated annual leave in excess of fifty (50) must be used before September 1st of each year or be lost. Annual leave is not advanced at the beginning of the fiscal year.

5.4.5.3 Should the Superintendent determine that due to system demands a unit member is unable to reduce his accumulated annual leave to the fifty (50) day maximum prior to September 1st, the member shall be granted an extended period not to exceed one year in which to reduce accumulated annual leave to the maximum.

5.4.6 An opportunity will be provided unit members to attend summer school. For each two weeks of summer school attendance, one week of annual leave will be deducted from the member's accumulated and earned annual leave. If summer school attendance is assigned by the Superintendent as a part of the member's responsibility, no annual leave will be deducted from the member's annual leave entitlement.

5.4.7 Extended leave for personal illness, as provided for elsewhere in this Agreement, will not be considered in the calculation of the unit member's entitlement for annual leave.

5.4.8 Annual leave is not earned by any ten month administrative-supervisory personnel.

## 5.5 Personal Leave

5.5.1 Employees may be granted up to three (3) work days of personal leave per year with no loss in salary. Persons employed on or after February 1 may be granted one (1) work day of personal leave. Unused leave will be added to the unit member's accumulated sick leave as of July 1. Effective July 1, 2000, those unit members employed less than 12 months and not eligible for annual leave may accumulate personal leave up to a maximum of five (5) days.

5.5.2 Personal leave shall be approved, with at least three (3) work days advance notice, by the principal or administrative head who shall not require the member to state a reason for the leave. If, however, an unforeseen circumstance requires absence which could not be approved three (3) days in advance, the reason for the absence shall be stated, and the principal or administrative head may, at his/her discretion, approve the absence as a day of personal leave or leave without pay.

5.5.3 Personal leave shall not be taken immediately before or immediately after a holiday or weekday when school is closed, or on a professional in-service day for teachers, or at the beginning or at the end of the school year. The beginning of the school year shall mean the first five (5) duty days for teachers; the end of the school year shall mean the last five (5) duty days for teachers. A holiday period may not be extended by taking personal leave at the beginning of the following week when a holiday falls on a Friday, or at the end of the preceding week when the holiday falls on a Monday.

5.5.4 Exceptions to the foregoing restrictions on days to be used for personal leave may be made by the principal or administrative head for circumstances which require the member's absence on these days. Personal leave may be denied when, in the judgment of the principal or administrative head, the employee's absence would impair the educational process in that school.

## 5.6 Holiday-Vacation Period

- 5.6.1 Personal leave will not be granted on the day immediately preceding or the day immediately following any school holiday or vacation period. An exception may be made to this stipulation by the unit member's next-in-line administrator.

## 5.7 Leave for Family Bereavement

- 5.7.1 All unit members are entitled each year to the following temporary leave of absence with pay:
  - 5.7.1.1 Up to five (5) work days are allowed following each death in the unit member's immediate family. Immediate family is defined as the unit member's spouse, child, step-child, parent, step-parent, parent-in-law, brother, sister, step-brother, step-sister, grandparent, grandchild, step-grandparent, step-grandchild, or any person who has lived regularly in the household of the unit member.
  - 5.7.1.2 Up to two (2) work days are allowed following the death of an uncle, aunt, niece, nephew, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandparent-in-law.

## 5.8 Leave for Religious Holidays

- 5.8.1 Unit members may be granted three (3) days of leave for the observance of a religious holiday when schools are not closed and the observance of such a holiday is mandated by the member's religion. Requests for leave should be made through the unit member's next-in-line administrator to the Human Resources Office.
- 5.8.2 Unit members may use personal leave for the observance of religious holidays when schools are not closed for these holidays and when the member believes the observance of such holidays is mandated by the member's religion.

## 5.9 Holiday Leave

- 5.9.1 Holiday leave will be granted for no fewer than 16 holidays in the fiscal year.

## 5.10 Leave for Legal Summons

- 5.10.1 When a unit member is to be absent due to a court summons, subpoena, or as a witness, a copy of the court summons, subpoena, or letter from the court requesting the unit member's presence as a witness must be submitted to the next-in-line administrator.
- 5.10.2 Salary Conditions:
  - 5.10.2.1 Witness for the Board - If a unit member appears as a witness for the Board with or without subpoena, no deduction shall be made to salary or leave.
  - 5.10.2.2 Subpoenaed witness - If a unit member appears in court in response to a subpoena to act as a witness for the State or as a witness to a criminal offense, no deduction shall be made to salary or leave.
  - 5.10.2.3 Summons for Jury Duty - When a unit member is drawn for jury duty, the unit member shall receive full salary and benefits provided a written statement is furnished showing date and time of service from the Court.
  - 5.10.2.4 Witness for a private citizen or for a personal court summons - Any court appearance as a voluntary witness for a private citizen or for a personal court



summons shall be with no deduction in salary, provided the unit member elects to use either available personal leave or annual leave. If personal leave or annual leave is exhausted or not elected, the unit member's salary shall be reduced by the per diem rate of the annual salary for each day of absence.

- 5.10.3 When a unit member is scheduled to be absent due to court summons, subpoena or as a witness as identified in 2. a, b or c of this article and such appearance in court is negated or the unit member is excused in such time to return to his/her work site for a portion of his/her duty day, the unit member is to do so.

#### 5.11 Sabbatical Leave

- 5.11.1 A full-time unit member who has held for five (5) or more years a Professional Certificate of the First Class for the member's assignment, currently holds an Advanced Professional Certificate of the First Class, and has rendered seven (7) or more years of satisfactory service to the Board of Education of Cecil County may be granted sabbatical leave, not to exceed one school year, in order to pursue a program of professional growth by means of graduate study, travel, research, or other means approved by the Superintendent. Consideration of sabbatical leave grants shall include the contribution of such to the improvement of the Cecil County Public Schools and the determination by the Board that sufficient funds may be allocated for this purpose. Sabbatical leave requests should have the recommendation of the applicant's next-in-line administrator. Not less than three (3) of the seven or more years of service shall precede immediately the period of sabbatical leave.
- 5.11.2 Sabbatical leave for the purpose of graduate study will require a program of at least twenty-four (24) semester hours. Any exception to this requirement must be approved by the Superintendent or a designee prior to the expiration of the leave.
- 5.11.3 Written application for sabbatical leave shall be made to the Superintendent on or before December 1 of the fiscal year immediately preceding the fiscal year in which leave is requested. The unit member must present, with his/her application, an outline of proposed study to be undertaken while on leave. Any unit member granted such leave shall agree in writing to remain within the employ of the Board for not less than one full year following immediately the expiration of such leave and satisfy requirements in 2. above or make total restitution to the Board for all monetary benefit received either directly or in the member's behalf, during the period of such leave.
- 5.11.4 A unit member who complies with all provisions of the leave and is granted sabbatical leave shall receive as monetary benefit an amount equal to one-half of the member's regular salary for the period of the leave based upon the applicable salary schedule in effect for the fiscal year in which the leave was used.
- 5.11.5 The Board shall contribute to the cost of all Board sponsored insurance programs on the same basis as it would had the member not taken sabbatical leave.
- 5.11.6 Sabbatical leave shall be limited to not more than one eligible unit member in any one fiscal year. A priority for granting sabbatical leave shall be based on length of service in the Cecil County Public Schools and the proposed program of professional improvement.
- 5.11.7 Upon return from sabbatical leave the unit member shall be given credit for the leave year as a year of experience in placement on the salary scale.
- 5.11.8 Upon return from sabbatical leave, the unit member shall be placed in a position in the Administrators-Supervisors Unit with the following mutually agreed upon options:
- 5.11.8.1 a position classification which is the same as the one held prior to the leave;

- 5.11.8.2 a position classification which is lower than the one held prior to the leave, provided the salary shall not be less than the annual salary for the year in which the application was approved.

## 5.12 Political Leave

- 5.12.1 A unit member may be granted a leave of absence, without pay, for time necessary to campaign for and to serve in public office.

## 5.13 Other Leaves of Absence

- 5.13.1 The Board of Education may grant leaves of absence for various reasons to eligible unit members. A leave of absence may be granted to a member for purposes of short-term child care leave. Leaves of absence, when granted, are subject to the following conditions:

- 15.13.1.1 When a leave of absence of any kind has expired, the Board is obligated to place a unit member in a position in the Administrators-Supervisors Unit. The Superintendent will consider each of the following possibilities:

- 5.13.1.1.1 returning the member to the member's previous, most recent assignment;

- 5.13.1.1.2 returning the member to an assignment similar to the one held previously;

- 5.13.1.1.3 returning the member to an available assignment for which the member certifies and for which the unit member qualifies.

- 5.13.1.2 The Board's obligation to a unit member upon return from leave shall be contingent upon receipt of a written notification verified by certified mail or by written acknowledgement from the Human Resources Office that the unit member will be available and will assume the responsibilities of an assignment as of the expiration date of the leave. Such written notification shall be received in the Human Resources Office not less than thirty (30) calendar days prior to the expiration of the leave; except when the leave terminates at the end of the school year, such written notification shall be received in the Human Resources Office not later than April 1.

- 5.13.1.3 A unit member granted a leave of absence within this policy will continue as a member of the Board-sponsored insurance groups, provided the member pays the full rates pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

- 5.13.1.4 A unit member who has been granted a leave of absence, shall retain in escrow leave for personal illness accumulated to the date such leave began; however, no leave of any kind or experience credit for salary determination will be earned for the period of the leave.

- 5.13.1.5 Child Care Leave - A unit member may use sick leave pursuant to Article V for disabilities related to pregnancy and return to her same position as soon as she is medically able. An eligible unit member may request a short-term child care leave without pay, to commence immediately following the conclusion of any disability leave, pursuant to the following conditions:

- 5.13.1.5.1 Short-Term Child Care Leave

- 5.13.1.5.1.1 An eligible unit member may take leave for up to twelve (12) weeks pursuant to the Family and

Medical Leave Act. In such cases the provisions of Board Policy and the Family and Medical Leave Act shall apply. In consultation with the unit member, the said leave may be adjusted at the Board's option. Said leave shall begin immediately following the conclusion of any disability leave related to the unit member's pregnancy.

5.13.1.5.1.2 The request for said leave must be made in writing and received by the Director of Human Resources thirty (30) calendar days prior to the beginning of any disability. The request shall specify the expected date the leave requested is to commence and the requested length of the leave. The request shall also include a statement from the unit member's attending physician identifying the anticipated date and the period of time that the physician certifies that the unit member is to be absent from her teaching responsibilities due to medical reasons.

5.13.1.5.1.3 At the conclusion of the short-term child care leave, the eligible member shall be returned to the former position of the member.

5.13.1.5.2 If, due to an unforeseen circumstance, the need for a short-term child care leave of absence is negated and the Board is so notified, the Board shall return the unit member to the former position as soon as the unit member is medically able to return to work.

5.13.1.5.3 A unit member upon the legal adoption of a child may request a short-term child care leave pursuant to applicable sections of (a) and (b) above.

5.14. The provisions of Board policy and the Family and Medical Leave Act shall apply when sick leave is taken pursuant to the Family and Medical Leave Act.

## **ARTICLE VI PROCEDURES FOR UNIT MEMBER'S ASSIGNMENTS; ANNOUNCING POSITION VACANCIES AND PROMOTIONAL OPPORTUNITIES**

### **6.1 Notification of Unit Member's Assignments**

6.1.1 Each unit member shall be given written notification of the member's salary status, building assignment, and position designation for the forthcoming school year on or before June 30.

6.1.2 In the event that any change in pay status, building or position designation is necessary after such notification has been sent, the unit member shall be notified promptly in writing, and upon the request of the member, the change or changes shall be reviewed with the Superintendent.

- 6.1.3 In making unit member assignments, every effort shall be made to insure that the member is made aware of the rationale behind the assignment.
- 6.2 Announcing Position Vacancies and Promotional Opportunities
  - 6.2.1 All unit personnel employed by the Board may apply for any positions in the system. The procedure will be as follows:
    - 6.2.1.1 A notice of the position vacancy will be posted in the Board Office and in each school as far in advance as practical. Any change in job description of said position will require a subsequent notice.
    - 6.2.1.2 A copy of the notice will be sent to the President of the Association at the time it is sent to the schools.
    - 6.2.1.3 The applicant will submit a letter of application to the Superintendent or the designated representative within the time limit specified in the notice. The receipt of such application will be acknowledged promptly in writing.
    - 6.2.1.4 Applicants who successfully meet the requirements of the initial screening shall be given the privilege of a personal interview. The interview team shall be composed of the same members for all candidates interviewed for a given position.
    - 6.2.1.5 All persons interviewed for the position and the Association shall be notified in writing of the appointment.
  - 6.2.2 In filling vacancies, full and complete consideration will be given to unit members with reference to their contribution to the Cecil County Public Schools.
  - 6.2.3 Any unit member who has applied for a different position with the Cecil County Public Schools will have the right to discuss the outcome of the application with the Director of Human Resources or other appropriate person(s).
  - 6.2.4 Notices of Administrative and Supervisory position vacancies received in the Human Resources office from other systems shall be duplicated and posted in the central office and sent to all schools.
- 6.3 Letter of Intent Form
  - 6.3.1 The unit member who wishes to be considered for a different position is invited and urged to express this interest on the annual Letter of Intent Form. This expression of interest will not be construed to substitute for a letter of application for a vacant position.
- 6.4 Involuntary Assignment
  - 6.4.1 Should the Superintendent determine that there is a need to move a unit member from a higher to a lower classification for the purpose of addressing specific instructional and/or system needs, the Superintendent may elect to retain the unit member at the higher salary classification.
  - 6.4.2 In the event that a unit member is involuntarily assigned within the unit to a position with a lower classification or to a position with a lower salary, the member's salary shall not be reduced and shall remain the same until such time that a new salary scale dictates an increase provided the member's most recent evaluation reflects effective ratings in all performance areas.
- 6.5 Duty Days
  - 6.5.1 The number of duty days for unit members returning to employment on a twelve-month

schedule shall be the number of days identified in the operational calendar provided such does not exceed two hundred and forty-five (245). The number of duty days for unit members returning to employment on a ten-month schedule shall be two hundred and ten (210).

## **ARTICLE VII PROFESSIONAL DEVELOPMENT**

### **7.1 Reimbursement for Other Educational Expenses**

7.1.1 The Board shall pay the full cost of tuition and any other related educational expenses determined by the Board, incurred in connection with any courses, workshops, seminars, or conferences which a unit member is required by the administration to take. This provision is not to be applied to persons who must earn credits for the purpose of meeting minimum state certification requirements.

7.1.2 The Board may reimburse a unit member for expenses incurred in connection with courses, workshops, seminars or conferences when it has been agreed that such attendance would be mutually beneficial to the system and the member. Reimbursement may be for partial or full costs.

### **7.2 In-service Training**

7.2.1 The Board and the Association agree that professional in-service training for unit members is a valuable asset toward the implementation of new instructional programs.

### **7.3 Professional Conferences**

7.3.1 The Board agrees that upon request, a unit member may be allotted up to six (6) days per year for the purpose of attending professional conferences, workshops, in-service training conventions, or any other programs of professional development without loss of pay. Written request, submitted through the Head of the Administrative Unit, must be received by the Superintendent or his designated representative five (5) school days in advance of the date for which leave is requested.

### **7.4 Curriculum Committee**

7.4.1 The President of the Association may recommend to the Superintendent the names of unit members to serve on any on-going curriculum committee whose primary purpose is to study and to recommend improvements in curriculum.

### **7.5 Workshop Credit**

7.5.1 Three (3) semester hours of approved workshop credit may be used by each unit member toward a "Master's Degree plus thirty credits salary differential" and an additional three (3) semester hours of approved workshop credit may be used by each member toward a "Master's Degree plus sixty credits salary differential".

7.5.2 "Approved workshop" is defined to be a workshop approved by the Maryland State Department of Education.

## **ARTICLE VIII OTHER PERSONNEL POLICIES**

### **8.1 Advisory Committee**

8.1.1 In an attempt to keep the lines of communication open, and to foster the growth of the Administrative Team, the Superintendent shall meet at least once monthly with a

committee representative of the Administrative-Supervisory Staff. At least four (4) members of this committee shall be designated by the Association. The purpose of the committee shall be to discuss matters affecting the overall operations of the school system and its instructional program. Such a committee shall be advisory in nature. The provisions of this paragraph may be implemented through the existing Professional Advisory Committee.

## 8.2 Emergency Closing of Schools

8.2.1 When schools are closed prior to the regular opening time or the beginning of the regular work day because of inclement weather or other emergency reasons, twelve-month unit members will report to work as soon as they can. If a unit member cannot get to work, the member may elect to use annual leave or take a salary deduction. These requirements will be waived if the Superintendent determines that the Central Office is to be closed for the day.

## 8.3 Unit Member Evaluation

8.3.1 A unit member will be given a copy of any evaluation report of the member's work performance. No such report shall be placed in the member's file, or otherwise acted upon without prior conference with the member. Any member's explanation serving as a clarification concerning said report must be noted in writing, signed and dated for attachment.

8.3.2 Professional criticism of a unit member's work should not occur in the presence of a class.

## 8.4 Hiring Procedures

8.4.1 Every effort will be made to involve appropriate educational leadership staff in the selection of candidates for positions which come under their direct supervision.

## 8.5 Job Assignment

8.5.1 No unit member shall be held responsible for two administrative units or two position classifications at the same time without the member's acceptance of the dual assignment.

## 8.6 Notice of Retirement

8.6.1 Unit members who notify the Human Resources Office by December 1 of their retirement effective June 30 will receive an additional payment of \$500 upon retirement. This notification must be in the form of a letter of resignation for the purpose of accepting a service retirement or early service retirement. Unit members resigning for purposes of accepting a Deferred, Ordinary or Accidental Disability Retirement are not eligible for this payment. Unit members with effective retirement dates at times other than at the end of the contract year are not eligible for this payment.

## 8.7 Personnel File

8.7.1 The Board agrees to protect the confidentiality of personal references, academic credentials and any other similar documents.

8.7.2 A unit member shall have the right to an appointment, upon request, with the appropriate personnel to review the non-confidential contents of the member's personnel file. The member shall have the right to make notes about documents contained therein and also have the right to submit a signed and dated addition, to be attached, to any material in the file which the member feels is needed.

## 8.8 Reduction in Force

- 8.8.1 Should it become necessary to phase out a job position or reduce the months of employment for a position because of budgetary allocations, decline in enrollment, changes in organizational and staffing patterns, consolidation or abandonment of a school(s), the Superintendent of Schools will consult with the President and the Executive Board of the Association prior to the implementation of the proposed change.
  - 8.8.2 If it becomes necessary to separate a unit member from the administrator's and supervisor's unit, continuous years of creditable service to the Cecil County Public Schools will be credited as service credit in a teaching position. Current certificate endorsements applicable to the available teaching assignments will be the basis of assigning the unit member to a teaching position. Certificate endorsements will be determined as of January 1 of the academic year in which notice of discontinuation of service in the unit is to be given to the unit member(s).
- 8.9 Salary Payment
  - 8.9.1 The Board will pay unit members bi-weekly.
- 8.10 Summer Workshops
  - 8.10.1 Unit members are expected to participate in summer curriculum development workshops. In the event unit members do not volunteer in sufficient number to assure the success of a given workshop, one or more unit members may be assigned for up to two weeks (10 working days) of such responsibility. Any potential hindrance the workshop assignment may make to the fulfilling of regular job responsibilities is a matter open to discussion with the Associate Superintendent for Instruction and Curriculum.
  - 8.10.2 A tentative schedule of summer workshop assignments shall be provided unit members by May 15th. A unit member who receives a transfer in assignment within the system during the summer will be relieved of any workshop responsibilities which hinder or prevent the member from fulfilling the duties of the member's new assignment.
- 8.11 Transporting Individuals
  - 8.11.1 Unit members shall not be required to transport individuals to or from activities which take place away from the school building or to or from home.
- 8.12 Travel Allowance
  - 8.12.1 A unit member will be reimbursed for travel by private vehicle in the discharge of official duties. The reimbursement will be based on the IRS standard business mileage rate in effect at the beginning of our Fiscal Year and continuing for said Fiscal Year. Commuting mileage, which is the distance from the member's residence to the member's assigned principal work location and return, is excluded in this calculation except as provided for in paragraph (2) below.
  - 8.12.2 If the unit member's official duties require a return trip to the central office or to a school for meetings or activities held in the evening or on weekends, or require a return trip to the member's principal work location due to an emergency, the member will be reimbursed for the miles driven from home to Booth Street Center or the school, whichever is applicable, and return.
- 8.13 Written Allegations
  - 8.13.1 A unit member shall be provided a photocopy of any written allegations concerning such member's conduct, character, personality or job performance and the unit member will be given an opportunity to review such allegations. The member will also have the right to submit a written answer to such allegations and the answer will be reviewed by the

appropriate administrator. Allegations shall not be filed in a unit member's personnel file.

#### 8.14 Professional Appearance

8.14.1 The Board of Education of Cecil County seeks to foster high academic achievement, promote good citizenship, provide an environment conducive to learning, and prepare students for a lifetime of success. The Board believes that employees serve as role models to students and should exercise good judgment by presenting an appropriate, professional appearance in the workplace. Just as overall attitude and instructional competency contribute to a productive learning environment, so do dress and grooming. Dressing appropriately makes a positive statement to students, parents, and the general public and engenders their respect.

8.14.2 All employees shall:

- Reflect and model standards that will encourage student understanding and compliance with the student dress code.
- Dress appropriately according to position and work setting, or environment.
- Present a clean, modest and professional image.
- Avoid clothing or accessories that distract or disrupt the educational process and/or administrative setting.

8.14.3 Next-in-line administrators shall have the final determination of appropriate dress and appearance for employees working under their supervision.

### **ARTICLE IX GRIEVANCE PROCEDURE**

#### 9.1 Definitions

9.1.1 A "party-at-interest" is a unit member, a group of unit members, or the Association.

9.1.2 A "grievance" is a claim by a party-at-interest that the party's rights, as the party interprets them according to the provisions contained within these policies, have been violated.

#### 9.2 Procedure

9.2.1 Informal Step: The Association and the Board agree that the resolution of a grievance at the lowest administrative level is desirable; therefore, a party-at-interest with a grievance will first discuss it with the appropriate immediate next-in-line administrator with the object of resolving the matter informally.

9.2.2 Level 1: If the party-at-interest feels that the matter has not been satisfactorily resolved, the grievance shall be presented in writing to the appropriate next-in-line administrator stating which policy or policies have been violated and how they have been violated. If the party-at-interest is not satisfied with the disposition of the grievance at this level, or if no decision has been rendered within five (5) school days after presentation of the grievance in writing, the party may appeal to the County Superintendent of Schools. If the appropriate next-in-line administrator is the County Superintendent when the Association is the party-at-interest, the grievance will be presented in writing to the County Superintendent.

9.2.3 Level 2: If the party-at-interest is not satisfied with the disposition of the grievance or if no decision has been rendered within five (5) school days after the grievance is received



by the County Superintendent, the party may appeal to the Board of Education of Cecil County in accordance with the Education Article, Section 4-205.

- 9.2.4 Level 3: If the party-at-interest is not satisfied with the disposition of the grievance by the Board of Education of Cecil County, the party may appeal to the Public School Labor Relations Board (PSLRB) in accordance with regulations and timelines adopted by the PSLRB.

9.3 General Provisions

- 9.3.1 Any unit member or group of unit members may be represented at any Level of this grievance procedure by the member or, at the member's option, by a person of the member's choice, provided that the unit member or group of unit members has attempted to resolve the issue at the Informal Step.
- 9.3.2 Nothing contained within this grievance procedure will preclude the right of the party-at-interest to take any controversy or dispute involving the rules and regulations of the Board of Education of Cecil County and the proper administration of the Cecil County Public Schools to the County Superintendent for resolution of the matter or the right to appeal any decision of the County Superintendent to the Board of Education of Cecil County with the further right to appeal to the Maryland State Board of Education in accordance with Section 4-205 of the Education Article.
- 9.3.3 All written and printed matter dealing with a grievance will be filed separately from the Central Office personnel files of the unit member(s).

**ARTICLE X  
DURATION OF THE AGREEMENT**

- 10.1 Except as otherwise provided herein, all provisions of this Agreement shall become effective July 1, 2013 and shall remain in full force and in effect until June 30, 2016.

## **ARTICLE XI SALARY SCHEDULES**

- 11.1 Effective July 1, 2013, in addition to Incremental Step Increases for those who qualify, the salary for unit members on all salary schedules will be improved at steps one (1) through nine (9) by a COLA of 1.8%, the CPI-U rate in November 2012.

Effective July 1, 2014, in addition to Incremental Step Increases for those who qualify the salary for unit members on all salary schedules will be improved at steps one (1) through nine (9) by a COLA of the CPI-U rate as of November of 2013, not to exceed 2.0%.

Effective July 1, 2015, in addition to Incremental Step Increases for those who qualify the salary for unit members on all salary schedules will be improved at steps one (1) through nine (9) by a COLA of the CPI-U rate as of November of 2014, not to exceed 2.0%.

### **11.2 Procedures**

11.2.1 The following placement procedures will be utilized:

- 11.2.1.1 Following a unit member's initial placement on a salary scale and provided that the unit member was employed prior to February 1 of any fiscal year, the member will advance one step after June 30 of that fiscal year and each subsequent year until either (a) the member reaches the top step of that scale or (b) the member is assigned to a different scale according to the procedures outlined in 10.2.1.2 through 10.2.1.5 below. A unit member who begins employment between February 1 and June 30, inclusive, during any fiscal year shall remain on whichever step of the salary scale he is placed at the time of employment for the full period of the subsequent fiscal year.
- 11.2.1.2 A unit member who is reassigned from one position classification to another while maintaining a similarity in responsibility (e.g. Elementary Principal I to Elementary Principal II) will be placed on a salary step within the new position classification reflecting fully the member's experience.
- 11.2.1.3 A unit member reassigned from one position classification to a higher position classification and assuming new responsibilities (e.g. Assistant Principal to Instructional Coordinator) will be placed on the first salary step of the new position classification scale which reflects an increase of no less than \$2,000 for the unit member had the member remained in the previous position classification. The maximum placement on the new classification scale will be the last step on that scale.
- 11.2.1.4 Effective July 1, 2002 and thereafter, a unit member newly assigned to a position classification within the administrative and supervisory unit as a result of a direct promotion from a 10-month teaching position will be placed on the first step of the new position classification scale which represents an increase of not less than \$2,000 for the unit member had the unit member remained in his/her former 10-month teaching position. The unit member's 10-month base teacher salary will be used for placement on the administrative and supervisory scale. The base salary calculation will not include such additional stipends as longevity, advanced preparation, extra pay and/or other stipends above the base salary. The unit member may be eligible for additional stipends in longevity and advanced preparation in accordance with this Agreement. The maximum placement of the new classification scale will be the last step on that scale.
- 11.2.1.5 A unit member who requests in writing and is assigned to a position within the unit with a lower classification will be placed on a salary step which fully

reflects the member's experience in an administrative and supervisory position.

- 11.2.1.6 In determining placement on the salary scale for someone who is employed with previous experience in another school system in the same or comparable position, credit for previous experience shall be given in the same manner as it would have been if the person had acquired the experience in Cecil County.

### 11.3 Differentials for Advanced Preparation

- 11.3.1 All increments for advanced preparation are non-cumulative. Unit members will be paid the highest additional increment for which they qualify.

**CERTIFICATED ADMINSTRATIVE/SUPERVISORY  
SALARY SCALES  
July 1, 2015 – June 30, 2016**

STEP	E	F	ff	G	gg	H	I	ii	J	jj	K	L	M
1	\$68,328	\$72,425	\$74,476	\$76,526	\$78,576	\$80,625	\$84,724	\$86,774	\$88,826	\$90,874	\$92,928	\$97,023	\$101,124
2	\$69,839	\$73,939	\$75,988	\$78,041	\$80,092	\$82,140	\$86,240	\$88,289	\$90,339	\$92,388	\$94,441	\$98,540	\$102,639
3	\$71,356	\$75,454	\$77,505	\$79,555	\$81,607	\$83,655	\$87,754	\$89,803	\$91,853	\$93,904	\$95,955	\$100,054	\$104,155
4	\$72,870	\$76,968	\$79,018	\$81,068	\$83,120	\$85,168	\$89,269	\$91,316	\$93,366	\$95,416	\$97,468	\$101,565	\$105,666
5	\$74,386	\$78,483	\$80,534	\$82,584	\$84,637	\$86,683	\$90,782	\$92,832	\$94,884	\$96,930	\$98,983	\$103,081	\$107,181
6	\$75,899	\$79,996	\$82,047	\$84,097	\$86,149	\$88,197	\$92,295	\$94,345	\$96,395	\$98,444	\$100,499	\$104,594	\$108,696
7	\$77,412	\$81,511	\$83,561	\$85,613	\$87,663	\$89,710	\$93,812	\$95,860	\$97,911	\$99,960	\$102,014	\$106,111	\$110,209
8	\$78,927	\$83,025	\$85,075	\$87,126	\$89,177	\$91,226	\$95,326	\$97,374	\$99,425	\$101,474	\$103,526	\$107,622	\$111,725
9	\$80,422	\$84,540	\$86,590	\$88,641	\$90,694	\$92,739	\$96,840	\$98,888	\$100,937	\$102,988	\$105,040	\$109,138	\$113,239
*LI	\$81,592	\$85,690	\$87,740	\$89,791	\$91,844	\$93,899	\$97,990	\$100,038	\$102,087	\$104,138	\$106,190	\$110,288	\$114,389
**LII	\$82,742	\$86,840	\$88,890	\$90,941	\$92,944	\$95,039	\$99,140	\$101,188	\$103,237	\$105,288	\$107,340	\$111,438	\$115,539
***LIII	\$83,892	\$87,990	\$90,040	\$92,091	\$94,144	\$96,189	\$100,290	\$102,338	\$104,387	\$106,438	\$108,490	\$112,588	\$116,689
****LIV	\$86,042	\$90,140	\$92,190	\$94,241	\$96,294	\$98,339	\$102,440	\$104,488	\$106,537	\$108,588	\$110,640	\$114,738	\$118,839

SCALE	@ POSITION CLASSIFICATIONS	SCALE	SCALE	ADVANCED PREPARATION
<b>E</b>	Administrative Assistant E	<b>jj</b>	Alternative Education Coordinator	Master's or APC <b>\$1,775</b>
<b>F</b>	Administrative Assistant F		Cecil School of Technology Principal	Master's & APC <b>\$2,525</b>
<b>ff</b>	Assistant Principal I Elementary (210 days)		Coordinator for Guidance Services	Master's + 30 <b>\$3,500</b>
<b>G</b>	Administrative Assistant G		Coordinator of Student Services	Master's + 60 <b>\$4,450</b>
<b>gg</b>	Assistant Principal II Elementary Pupil Personnel Worker		Instructional Coordinator	Earned Doctorate <b>\$4,900</b>
<b>H</b>	Administrative Assistant H Assistant Principal III Elementary & Middle Assistant Principal Cecil School of Technology		<u>Elementary Principal II</u> <u>Middle School Principal</u>	
<b>I</b>	Assistant Principal IV High Program Facilitator		Bainbridge Elementary Bohemia Manor Middle	
<b>ii</b>	Administrative Assistant ii		Bay View Elementary Cherry Hill Middle	
<b>J</b>	Elementary Principal I Calvert Elementary Elk Neck Elementary Cecilton Elementary Kenmore Elementary Charlestown Elementary Leeds Elementary Ches. City Elementary Perryville Elementary		Cecil Manor Elementary Elkton Middle	
			Conowingo Elementary North East Middle	
			Gilpin Manor Elementary Perryville Middle	
			Holly Hall Elementary Rising Sun Middle	
			North East Elementary	
			Rising Sun Elementary	
			Thomson Estates Elementary	
		<b>K</b>	Administrative Assistant K Program Coordinator for Health Education, Physical Education, & Interscholastic Athletics Program Coordinator for Science and STEM	
		<b>L</b>	Administrative Assistant L	
		<b>M</b>	Director for Special Education Services Director for Strategic Planning and Implementation Director for Student Services Director for Technology Services <u>High School Principal</u> Bohemia Manor High Elkton High Perryville High North East High Rising Sun High	

**(@) FOR REFERENCE ONLY**

Note: All scales designated with capital letters are considered to be approximately equidistance from one another in terms of their relationships. Scales "ff", "gg", "ii", and "jj" represent midpoints between respective scales.

\* LONGEVITY I - The increment for longevity at Step 1 will be \$1,150, provided such a person has completed 14 or more years of creditable teaching service.

\*\* LONGEVITY II - The increment for longevity at Step 2 will be \$1,150, provided such a person has completed 19 or more years of creditable teaching service.

\*\*\* LONGEVITY III - The increment for longevity at Step 3 will be \$1,150, provided such a person has completed 24 or more years of creditable teaching service.

\*\*\*\* LONGEVITY IV - The increment for longevity at Step 4 will be \$2,150, provided such a person has completed 27 or more years of creditable teaching service.

**Memorandum of Understanding  
between the  
Cecil County Public Schools Administrators and Supervisors Association  
and the  
Board of Education of Cecil County**

The Cecil County Public Schools Administrators and Supervisors Association (CCPSASA) and the Board of Education of Cecil County (BOE) agree that the Board will operate on a four-day compressed work-week schedule for six-weeks between June 22, 2015 and August 6, 2015. During this period, employee's standard weekly hours will be distributed over four days instead of five allowing all CCPS buildings to be closed on Fridays. The six weeks impacted by this change are as follows:

<u>Work Week</u>	<u>Dates</u>
1	June 22-25, 2015
2	July 6-9, 2015
3	July 13-16, 2015
4	July 20-23, 2015
5	July 27-July 30, 2015
6	August 3-6, 2015

The week of June 29 through July 2, 2015, will be made up of four standard hour days. July 3, 2015, schools will be closed due to the July 4, 2015 holiday. During this period, employee schedules will be established by their next-in-line supervisor to meet the needs of the department or school. Generally, eight (8) hour employees will work (10) hours per day. Employee absences will be recorded as follows:

Employee Leave  
1.25 Days = 10 Hours  
1.00 Days = 8 Hours  
0.5 Days = 4 Hours  
0.25 Days = 2 Hours

During the four-day work week, the Board will continue to follow CCPS Regulation ECF-RA Conservation of Energy to allow the system to conserve energy while still adhering to the 72 - 78° cooling month temperature range for occupied spaces. The duration of the provisions stated in the Memo of Understanding (MOU) shall be in effect until August 6, 2015. The articles stated above are open to the grievance procedure.