

AGREEMENT BETWEEN
THE EDUCATION ASSOCIATION OF ST. MARY'S COUNTY
AND
THE BOARD OF EDUCATION OF ST. MARY'S COUNTY

July 1, 2003 – June 30, 2006

NON-DISCRIMINATION STATEMENT

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

Director of Human Resources
St. Mary's County Public Schools
P. O. Box 641
Leonardtown, Maryland 20650
(301) 475-5511, ext. 1

TABLE OF CONTENTS

Preamble	1
Article I, Definitions	1
Article II, Recognition	1
Article III, Professional Employees Assignment	2
Article IV, Working Conditions	3
Article V, Duty Days	4
Article VI, Salary	4
Article VII, Insurance	5
Article VIII, Leaves	8
Article IX, Reimbursement of Course Tuition	13
Article X, Deductions	14
Article XI, Employee Protection	15
Article XII, Promotional Vacancies	16
Article XIII, Procedures for Handling Grievances	16
Article XIV, Association Privileges and Responsibilities	17
Article XV, Voluntary Transfers and Reassignments	18
Article XVI, Involuntary Transfers and Reassignments	19
Article XVII, Extra Pay for Extra Duty	19
Article XVIII, Health and Safety	21
Article XIX, Just Cause	22
Article XX, Teacher Observation and Evaluation	22
Article XXI, Academic Freedom	23
Article XXII, Severance Pay	23
Article XXIII, Employee Rights	24
Article XXIV, General	24
Article XXV, Duration	24

PREAMBLE

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

ARTICLE I DEFINITIONS

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

- A. Board - The Board of Education of St. Mary's County.
- B. Association - The Education Association of St. Mary's County.
- C. Unit - Certificated professional employees of the Board.
- D. Professional Employee - A certificated employee of the Board who is employed on a regular basis full time or a part-time employee employed at least half time.
- E. Superintendent - The Superintendent of the St. Mary's County Public Schools or designee.
- F. Negotiations Law - Section 6-401 et seq. of the Education Article of the Maryland Code (1978).

ARTICLE II RECOGNITION

The Board recognizes the Association as the exclusive negotiating agent for all certificated professional employees of the St. Mary's County Public School System with regard to all matters relating to salary, wages, hours, and other working conditions. The Superintendent of Schools and those persons designated by the Board to act as its representatives in negotiations pursuant to the Negotiations Law are excluded.

The Association recognizes its responsibility to represent fully and equally without discrimination all the members of the unit in the administration of this agreement.

ARTICLE III
PROFESSIONAL EMPLOYEES ASSIGNMENT

- A. Professional employees under contract will be advised of their salary and assignment for the forthcoming school year as soon after June 1 as possible but not later than July 1. Changes in assignments for the next school year or those made after the initial assignment has been accepted will be made by the Board only after professional employees are invited to express their preferences. Careful consideration will be given to these preferences. In the event that these changes in assignment are necessary after the end of the school year, all professional employees affected will be promptly notified of such changes. Professional employees employed after July 1 of any school year will be advised of their assignments for the ensuing school year. The Board will strive to assign teachers in their fields of preparation
- B. Changes in assignment will be made only after a meeting between the professional employee involved and the appropriate administrator. Reasons for selection will be provided.
- C. In changes of assignments and reassignments, factors such as certification, experience, and subject matter expertise will be considered.
- D. Reasonable effort shall be made to assign teachers to subjects or grades or other classes within scope of their teaching certificates or their major or minor fields of study.
- E. Professional employees being reassigned have the right to request to return to the school from which they were transferred if a position for which they are qualified opens prior to the first duty day for employees.
- F. In arranging schedules for teachers who are assigned to more than one (1) school, an effort will be made to limit the amount of inter-school travel. Teachers shall be notified of a change in their schedules as soon as practicable. (This sentence does not constitute a change.)
- G. Although it is the responsibility of each certificated employee to maintain his/her certification, each professional employee will be notified at least one year in advance of the expiration date of his/her certificate.
- H. The Board may re-hire retired professional employees for teaching positions. Said re-hired retired teachers will be hired on a non-tenured one year renewable basis, shall be placed on the teachers' salary scale at the last step held prior to retirement, and shall be entitled to the same contractual protections, sick leave, personal leave, and health care benefits provided to other unit members under this Agreement.

**ARTICLE IV
WORKING CONDITIONS**

A. Professional Staff

1. The Board and the Association remain committed to the Board goals for class size established as of July 1, each year.
2. The Board will provide all elementary school teachers a minimum of 225 minutes per week within the students' day for planning. In all elementary schools, the minimum time shall be scheduled for each teacher in blocks of not less than thirty (30) minutes (when possible) per day and shall be free from student responsibility within that time during the student day. Effort will be made to provide equitable distribution of this planning time throughout the week in keeping with the desires of the staff of individual schools.
3. Secondary teachers will normally be provided with a minimum of five planning periods per week.
4. Every teacher shall be provided with a duty-free lunch period each regularly scheduled school day. The period shall extend for at least thirty minutes.
5. The teachers of each school shall elect one EASMC member to the School Improvement Team.
6. Each School Improvement Team (SIT) will be provided with ten (10) substitute days per year for SIT activities.
7. Where possible, the board will provide each teacher a private lockable space.
8. Secondary principals shall make a good faith effort to assign teachers in a manner that minimizes the number of class preparations to the extent possible.

B. Travel Reimbursement

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

C. Substitutes

The Board shall provide a substitute teacher in the event that a regular teacher is absent for one or more full days. In the event that the Board is unable to secure a substitute, it may request that teachers volunteer for such work. Teachers volunteering for substitute work when requested shall be compensated.

D. Working Hours

The normal school day shall be 7 1/2 hours per day except for "reasonable academic activities" traditionally carried on after normal school hours.

E. Reduction in Professional Staff

When there is to be a reduction in the professional teaching staff in any field for which a certificate is issued, the teachers in that field shall be laid off in the following order:

- provisionally certificated teachers
- probationary teachers
- tenured teachers

No tenured teachers shall be laid off until all probationary teachers in their field of certification have been laid off; no probationary teachers shall be laid off until all provisional teachers in their field of certification have been laid off.

Tenured teachers shall be laid off in each field of certification in inverse order of the length of total satisfactory service as a teacher in the Public Schools of St. Mary's County.

When positions in their fields of certification become vacant, tenured teachers who have been laid off shall be recalled in order of the length of total satisfactory service as a teacher in the Public Schools of St. Mary's County. They shall be notified of recall by certified mail. Within fifteen days of an offer to return to employment the teacher shall accept the position in writing or it shall be deemed that he/she has declined the offer. It shall be the responsibility of each laid-off teacher to keep the Human Resources Office informed in writing of any change in address. A teacher shall remain on the recall list for three years.

Teachers on leave of absence shall be eligible for lay-off as though they were in active service.

Tenured teachers on the recall list shall have the option of continuing membership in the Board's group hospital-medical plan by paying the full premium cost to the Board each month.

**ARTICLE V
DUTY DAYS**

The Board will require one hundred ninety (190) duty days for ten (10) month employees and two hundred twelve (212) duty days for eleven (11) month employees. The Board will require one hundred ninety-one (191) duty days for all first year ten (10) month employees. The number of duty days for twelve (12) month employees shall be determined by subtracting Saturdays, Sundays, and holidays from the total days in the calendar year.

**ARTICLE VI
SALARY**

For the 2003-2004 contract year, eligible unit members shall receive the regular step progression as set forth in the salary scale, and all unit members shall receive a 2% raise effective July 1, 2003.

Each year, no later than October 15th, the contract shall be re-opened for negotiations on salary issues for FY 2005 and FY 2006. The Board and EASMC teams will meet at such times thereafter as are mutually agreed upon by the parties in an effort to conclude negotiations by the time the Board submits its budget to the county.

- B. Certificated personnel with a doctorate, who are compensated on the teachers' schedule, will receive an annual stipend of \$2,500.
- C. All employees will be paid in twenty-six (26) installments during the year. Upon termination an employee may request in writing prior to June 1 any balance due him/her.
- D. Psychologist and pupil personnel workers employed prior to July 1, 1983:
 - 1. Salaries will be adjusted at the same percentage rate applied to the teacher's scale.
 - 2. Footnotes applicable to the administrative and supervisory salary structure will continue to apply.
- E. Principal substitutes and department chairpersons:
 - 1. Elementary principal substitutes shall receive \$1,000 above their base salary.
 - 2. High school and middle school department chairpersons; middle school team leaders; elementary school primary (grades pre-K-2); intermediate (grades 3-5) level chairpersons and special education department chairpersons working with three to five staff members (professional and paraprofessional) exclusive of the chairperson shall receive \$700 above their base salary for the performance of said duties. Department chairpersons and middle school team leaders working with six (6) to ten (10) staff members (professional and paraprofessional) exclusive of the chairperson shall receive \$850 above their base salary for the performance of duties as department chairpersons or middle team leaders. Department chairpersons working with eleven (11) or more staff members (professional and paraprofessional) exclusive of the chairperson shall receive \$1000 above their base salary.
 - 3. Mentors to new teachers will be assigned on a voluntary basis and they shall receive \$700 above their base salary for the performance of said duties. For each additional assigned mentee, the mentor will receive \$300. No teacher will be expected to perform mentor responsibilities unless they have a signed agreement issued from the Director of Human Resources.
- F. A teacher who has obtained National Board Professional Teaching Standards certification (NBPTS) will receive \$2,000 per each year their NBPTS certificate remains in good standing.

**ARTICLE VII
INSURANCE**

- A. The Board will provide 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: The employee's share of the prescription co-payment will be:

- \$5.00 for generic prescriptions; \$10.00 for brand-name formulary prescriptions; \$25.00 for brand-name non-formulary prescriptions. In the event that there is no satisfactory generic or formulary substitute for the non-formulary prescription (subject to review by the insurance vendor's review and appeal proceeding) the Board shall reimburse the unit member the \$15.00 difference between the employee's cost for the non-formulary prescription and the cost for a formulary prescription.
 - For the first five years of employment, employees hired after July 1, 2001, but before July 1, 2003, will be limited to a choice of two plans: the Preferred Provider Network (PPN) or the Blue Choice HMO. Employees employed after July 1, 2003 will be limited to a choice of two plans, the Preferred Provider Network (PPN) and Blue Choice HMO.
 - Enhancements in vision coverage
 - Eye exam once a year
 - Frames and lenses one time per year
 - Raising of reimbursement limit for frames and lenses
 - Provision of air transport.
 - Mental Health visits coverage increased to 50 visits per year at 80% coverage.
 - Class 3 Dental benefits increased from 50% to 80% coverage.
1. For each professional employee employed for 30 or more hours per week that is enrolled in either the PPN or the HMO, the Board shall pay an amount equal to 85% of the premium cost of the individual and dependents' group health care benefits as outlined in A. above. For each professional employee employed fewer than 30 hours but not less than 18.75 hours per week that is enrolled in either the PPN or the HMO, the Board shall pay an amount equal to 42 1/2% of the premium cost of the individual and dependents' group health care benefits as outlined in A. above. For each professional employee employed for more than 30 or more hours per week that is enrolled in the traditional blue cross/blue shield indemnity plan, the Board shall pay an amount equal to 75% of the premium cost of the individual and dependents' group health care benefits as outlined in A. above. For each professional employee employed fewer than 30 hours but not less than 18.75 hours per week that is enrolled in the traditional blue cross/blue shield indemnity plan, the Board shall pay an amount equal to 37 1/2% of the premium cost of the individual and dependents' group health care benefits as outlined in A. above.

The Board will reimburse or pay the 10% additional premium for any employee currently in the Traditional plan who elects to change to the PPN or HMO by the end of the Open Enrollment period September 15, 2003.

2. The Board will continue to support the group insurance plan for retired employees who retired prior to July 1, 1998. The Board will support the group insurance plan for those employees retiring thereafter, provided retiring employees who have participated in the plan have been employed by SMCPS for fifteen (15) or more years. Employees must be enrolled in the insurance plan for a period of five

(5) years prior to retirement in order to continue their insurance as a retiree. The payment will be based on the total years of service in SMCPS as follows:

<u>Years of Service in SMCPS</u>	<u>Board Contribution</u>
15 - 19	45% Selected Premium Rate
20 - 29	50% Selected Premium Rate
30 +	55% Selected Premium Rate

This contribution will remain in effect until age 65, at which time the retiree may be eligible for Medicare, as well as, reduced premium rates for the Board sponsored group insurance plan.

- B. For each professional employee employed for 30 or more hours per week, the Board shall pay 90% of the premium cost for term life insurance equal to their annual salary to the next highest thousand. For each professional employee employed fewer than 30 hours but not less than 18.75 hours per week, the Board shall pay 45% of the premium cost for term life insurance. A professional employee may elect to increase the value of their term life insurance policy in increments of \$10,000 (if exceeds two times their annual salary, evidence of insurability may be required) providing the employee pays 100% of the additional premium cost.
- C. The Board shall continue to operate the county wellness program, which will be monitored by a countywide wellness committee.
- D. The Board agrees to make the requisite payroll deductions to enable the Association to administer, without premium cost to the Board, a long-term disability plan.
- E. All other specifications not changed herein shall remain pursuant to the current insurance document.
- F. The Board of Education shall continue a Section 125, premium conversion plan, to allow unit members to pay health insurance premiums through pre-tax deductions.
- G. The specifications of the Health Insurance Plan(s) for employees of the St Mary's County Board of Education will be reviewed during Fiscal Year 2004 by a Joint Insurance Study Committee, comprising an equal number of representatives appointed by EASMC and the Board. Any modifications to the Health insurance benefit recommended by the joint committee will be forwarded to the EASMC and BOE Bargaining Teams, as well as to the Superintendent and the EASMC President, for consideration and possible inclusion in the Negotiated Agreement in FY 2005. EASMC agrees that the President of the Classified Employees Association of St. Mary's County may appoint to the Joint Insurance Study Committee a number of representatives not to exceed the number appointed by either EASMC or the Board.

No later than October 15, 2004, the contract shall be re-opened for negotiations on health insurance issues. The Board and EASMC teams will meet at such times thereafter as are mutually agreed upon by the parties in an effort to conclude negotiations by the time the Board submits its budget to the county.

ARTICLE VIII LEAVES

A. Approval Procedure

Before a professional employee takes annual or personal leave, the number of days requested must have been earned and prior approval must be secured in the following manner:

All professional employees shall have the approval of their immediate supervisor.

B. Absence Regulations

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

C. Leave With Pay

1. Sick leave will be allowed at the rate of one (1) day per month and may be accumulated from year to year without limitation. Except in cases of catastrophic illness, no transfer of sick leave between employees will be honored. A joint committee will define catastrophic illness and develop eligibility criteria guidelines. Absences for the following reasons will be charged against sick leave:
 - a. Personal Illness
 - 1) The Superintendent or designee may require a doctor's certificate of illness or a letter of explanation from the employee if a doctor was not in attendance whenever there is reason to believe that an absence is not due to a bona fide illness.

- 2) A professional employee shall, at her request, be allowed to use sick leave for an absence due to disability connected with or resulting from pregnancy. A physician's statement verifying that she is disabled due to causes contributed to by pregnancy shall be required. If the Board has reasonable cause to believe that the professional employee's health would be endangered by continued employment, it may require the professional employee to obtain her physician's verification stating that she is physically able to continue her duties. The professional employee must return to work as soon as her health permits unless she resigns or requests a leave of absence. Before returning to duty, the professional employee may be required to present a physician's certificate stating that she is physically able to resume her duties.
- 3) A professional employee shall, at his/her request, be allowed to use up to 30 days of accumulated sick leave for care of an adopted infant. Sick leave shall commence upon the professional employee receiving defacto custody of said infant or earlier if necessary to fill the requirements of adoption. Said professional employee shall notify the Superintendent in writing of his/her desire to take such leave, and except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which he/she wishes the leave to begin. Written notice, when the employee is ready to return to work, should be provided two weeks prior to the return date.

b. Illness in Family

These days shall be deducted from accumulated sick leave. No more than seven days in one year will be allowed.

c. Quarantine

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

d. Sick Leave Bank

There shall be established a sick leave bank for employees.

2. Three days of personal leave with pay are allowed and shall not be charged against professional employee's personal sick leave. If these days are not utilized during the year, it shall be added to the professional employee's accumulated sick leave. Permission for such leave must be obtained in advance, if possible, as indicated in the approval procedure. Certificated twelve (12) month professional employees entitled to annual leave under number 3 below will not be eligible for this leave. Absences for the following reasons will be charged against personal leave:

a. Personal Reasons

b. Graduation Exercises - Examinations

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

c. Religious Observance

Advanced approval is required.

3. Twelve (12) month professional employees are entitled to annual leave on the following employment basis:

1 - 4 years	15 days
5 - 9 years	19 days
10-19 years	22 days
20 or more years	24 days

This leave shall be accumulative to forty-two (42) days. All unused days per year beyond forty-two (42) shall be carried over as sick leave. The transfer of days over forty-two (42) shall be made September 30 of each year. Personnel enrolled in full-time (six weeks) summer school will have their annual leave benefit reduced by eleven (11) days.

4. Absences for the following reasons will be charged to administrative leave with no loss in salary:

a. Bereavement Leave

Up to five (5) consecutive working days will be allowed for immediate family members (child, grandchild, parent, brother, sister, husband, wife, or anyone who has lived regularly in the household) of the employee, spouse or life partner.

Up to three (3) consecutive working days will be allowed for an uncle, aunt, or grandparent of the employee or spouse.

One (1) working day will be allowed for nieces and nephews.

The professional employee shall state the relationship, and the date of death of the deceased.

b. Visiting Schools Inside and Outside the County

Plans for visitation must be approved in advance by the Deputy Superintendent.

c. Professional Meetings

Plans for attending such meetings must be approved in advance by the Deputy Superintendent.

d. Sabbatical Leave

1) The purpose of sabbatical leave shall be for professional advancement.

2) The number of professional employees on sabbatical leave at one time shall be limited to two (2) with the approval of the Board.

3) Sabbatical leave for professional employees will be reimbursed at a rate of one-half of gross annual salary for that year not to exceed one (1) year in duration. Only professional employees who have worked continuously for a

period of seven (7) years for the Board will be eligible to apply for sabbatical leave. The professional employee granted sabbatical leave must guarantee to teach in the St. Mary's County Public School System for a period of one (1) year following the sabbatical leave. The professional employee shall sign a promissory note agreeing to repay the Board an amount equal to the salary he/she received plus interest at the current prime rate, if he/she does not fulfill the agreement. The promissory note will be considered paid if the professional employee fulfills one year of service for the Board following the sabbatical.

e. Early Departure for Educational Purposes

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

f. Jury Duty

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

g. Court Summons

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

2) Salary Conditions

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

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

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

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

D. Leave Without Pay

Approved leaves of absence without pay are as follows:

1. Parental/Child Care Leave

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

2. Maternity

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

3. Worker's Compensation

Any employee who suffers a job-related injury or illness, and because of such injury or illness is unable to return to work for more than three (3) consecutive days after the occurrence, is entitled to draw worker's compensation benefits.

- a. An employee may not draw both a salary from the Board of Education and worker's compensation benefits.
- b. During the time the employee is drawing worker's compensation benefits, salary will not be drawn nor will sick leave be charged. The employee will receive an additional 15% of their insurance premium described in Article VII.
- c. 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 their position or stating the reasonable accommodations that need to be made.

- d. An employee may elect to take sick leave in place of drawing worker's compensation. If the employee receives a benefit from worker's compensation for the time they have used sick leave, they are to sign the check over to the St. Mary's County Public Schools.

4. Other Causes

E. Family and Medical Leave

The right of employees to family and medical leave shall be as set forth within this document and the Family and Medical Leave Act of 1993. Employees shall be entitled to twelve (12) weeks per each fiscal year. An eligible employee is one who has been employed during the prior year with SMCPS for at least 1100 hours.

Nothing in this section shall be read to either eliminate or reduce in any way rights provided under the negotiated agreement.

F. School Involvement Leave

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

ARTICLE IX REIMBURSEMENT OF COURSE TUITION

- A. Tuition reimbursement will be provided for appropriate courses leading toward (1) initial certification, (2) renewal of Standard Professional Certificate, (3) Advanced Professional Certificate, (4) Master's Degree or any other approved course work. The reimbursement will not exceed the actual amount the employee paid for tuition. Appropriate credit will be determined by the current requirements for certificates for administrators, supervisors and teachers. In order to receive tuition reimbursement for credits leading toward an Advanced Professional Certificate or a Master's Degree, the professional employee shall hold a valid Standard Professional Certificate for his/her present assignment. Correspondence course credits will not be approved for tuition reimbursement.
- B. Reimbursement for tuition shall not exceed \$1,800.00 per year for 2003-2004; \$1,900.00 per year for 2004-2005; and \$2,000.00 per year for 2005-2006. 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.
- C. For purposes of this article, in order to receive tuition reimbursement, written approval of the Director of Human Resources must be obtained prior to registration for any course.
- D. Upon completion of the course(s), in order to be reimbursed, the employee must submit the following information to the Human Resources Office:

1. Official grade slip or transcript with a minimum grade of "C" and
 2. An official receipt verifying the actual tuition paid. This must be submitted to the Human Resources Office within forty-five (45) days following receipt of grade slip or transcript. If an extension is needed, the employee must request it in writing.
- E. Based upon successful application process, tuition reimbursement may also be applied as a fee waiver up to the maximum yearly amount for the National Board Professional Teacher Certification (NBPTC).

Any teacher who leaves the Board's employ within 1 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. The Board may deduct such re-payment from any remaining pay owed to the unit member. The BOE will attempt to deduct the money evenly from remaining checks owed. This provision shall not apply in the case of a unit member who must leave the Board's employ due to military transfer, spousal job transfer out of state, personal or family illness, divorce or child custody issues, involuntary termination by SMCPs, or other cause approved by the Board of Education. If the employee who was granted a waiver pursuant to this subsection returns to a teaching position in Maryland, other than in St. Mary's County, 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 St. Mary's County Board of Education and were not offered a teachers contract.

ARTICLE X DEDUCTIONS

- A. The Board shall deduct membership dues from professional employees' salaries for the Association, Maryland State Teachers' Association and the National Education Association as said employees voluntarily authorize such deductions by means of an appropriate written authorization form.
- B. The Association shall provide the Director of Finance annually, ten (10) working days prior to the second pay date in October, with a listing which shall include each member's name and social security number arranged alphabetically by school with the appropriate amount to be deducted. For new members, each list will have attached the original copy of the authorized form signed by the individual staff member. Signed authorization forms will be arranged alphabetically by school.
- C. Payroll deduction of dues is continuing and cancellation of dues deduction can be effected only by written notice to the president of the Association and a copy to the Director of Finance within the first fifteen (15) calendar days of the school year. The school year shall be considered to commence year on the date in which all ten (10) month employees report for duty.
- D. The Board and the Association agree that any professional employee who requests dues deduction shall be responsible for full payment of the dues authorized for the current school year. A professional employee whose contract is terminated during the school year shall have deducted from his/her final salary payment in an amount equal to his/her remaining dues authorization. The authorization form shall include a statement to this effect and it shall be the responsibility of the Association to make the professional employee aware of this provision before he/she completes the form. In the event the professional employee's final salary payment shall be an amount not sufficient to meet the remaining dues, the responsibility for collection of such monies shall rest entirely

upon the Association.

- E. Deductions shall be withheld in twelve (12) equal consecutive installments beginning with the second pay period in October. The Board will transmit the dues deducted to the Association within five (5) working days after each pay date.
- F. 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 Director of Finance.
 - 1. Group insurance plans
 - 2. Tax-sheltered annuities
 - 3. United States Savings Bonds
 - 4. Credit Unions
 - 5. Any other deductions authorized by the Superintendent
- 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.

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 principal shall provide the appropriate form in cases of assault against an employee.
- B. This report will be forwarded to the Director of Human Resources who will act in appropriate ways as liaison among the employee, the police and the courts.
- 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. A professional employee will not be required to transport a student in his/her private vehicle.
- E. The Board agrees to provide the personal property insurance for property owned by employees while on school premises as limited by the insurance conditions.
- F. Complaints concerning school personnel shall be handled as follows:
 - 1. Employees and the Board agree that as a general rule complaints concerning personnel should be dealt with at the lowest organizational level.
 - 2. Decisions on complaints shall not be made without interviewing the subordinate against whom the complaint was lodged.

3. In order to respect the rights of all persons involved, each will have the right to be informed of all scheduled meetings concerning the complaint.

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 (SMCPS web-site) on the St. Mary's County Public Schools' electronic system beginning July 2001. During the school year such announcements will be delivered to employees at the school or office site. During the summer such announcements will be distributed to employees through a mailing. The notice will include the requirements for the position.

B. Application

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

C. Notification

1. All applicants who meet the qualifications and whom a screening committee has recommended shall be interviewed. All other applicants shall receive notification in writing that they were not selected for an interview.
2. Following action by the Board to fill an administrative or supervisory vacancy, the Director of Human Resources will notify in writing all applicants who were interviewed as to the person receiving the appointment.
3. Upon request, the Director of Human Resources will meet with individuals to discuss why they were not selected.

ARTICLE XIII PROCEDURES FOR HANDLING GRIEVANCES

- A. Grievance - A grievance is any claim by a grievant that there has been a violation, misinterpretation, or misapplication, of the terms of this agreement.
- B. Grievant - An individual professional employee or the Association.
- C. Time Limits - All time limits herein shall consist of work days. The number of days indicated at each step should be considered a maximum and every effort should be made to expedite the process.

D. Nothing herein contained will be construed as limiting the right of any professional employee who has a concern to discuss the matter informally with the administrator who made the decision on the issue and to have the concern resolved without intervention of the Association.

E. Procedure

Step 1 - The parties acknowledge that it is most desirable for a professional employee and the administrator who made the decision on the issue being grieved to resolve any problem relating to the terms of this Agreement through free and informal communications. However, if such informal processes fail to satisfy the professional employee, the problem may be further processed as a grievance provided that the grievance be submitted in writing within twenty (20) days of the alleged grievance.

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.

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 written decision to the grievant.

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.

G. 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 a copy of the official Board meeting agenda prior to the meeting and a copy of the Board minutes after their approval by the Board. The Director of Human Resources will be provided a copy of the official Association meeting agenda prior to the meeting and a copy of the Association minutes after their approval by the Association.

- B. As designated by the principal, a portion of the existing bulletin board space in faculty lounges shall be reserved for the purpose of displaying Association notices, circulars, and other materials of interest to professional employees.
- C. Participation by EASMC in new teacher orientation is valued and encouraged. The Association will be provided time, as specified by the Board, not to exceed fifteen (15) consecutive minutes during the personnel orientation program for newly employed teachers for Association orientation as well as space as designated by the Board to disseminate information relative to the Association. For all newly employed certificated employees, EASMC shall provide a packet containing a letter of welcome from the president, an application for membership and a copy of the negotiated agreement provided by the Board.
- D. The Board will provide the Association with five (5) copies of the current Directory of School Officials, Principals, and Teachers in St. Mary's County as such material is prepared by the staff. The Association will provide the Director of Human Resources with five (5) copies of the active Association membership.
- E. Within fifteen (15) calendar days following the approval of a leave of absence, the Human Resources Office shall notify the Association of the name of the Association member(s) taking the leave(s) and the length of the leave(s).
- F. The Human Resources Office will provide the Association with a list of all employees terminating their employment no later than September 1, of any school year.
- G. The Association president will be released full-time to attend to the responsibilities of the position. The Association will pay all salary costs and the Board will provide fringe benefits. The position of full-time release president will be treated as a Grant position with regard to longevity for step increases and retirement. In the event the Association cannot provide the salary for a full-time president, the provisions of Article XIV G in the 2001 agreement shall apply.
- H. For any time not covered by G above, a request must be made, in advance in writing, to the Superintendent of Schools. When a substitute must be provided by the Board, the Association will pay the cost to the Board.

ARTICLE XV
VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Application for transfer may be submitted by any professional employee in accordance with the following guidelines:
 - 1. Professional employees will normally indicate their desires for assignment/transfer on the "Statement of Interest/Intent" form which is sent to them annually at the beginning of the second semester. Professional employees not planning to return to St. Mary's County Public Schools are requested to indicate so on the Statement of Intent form.
 - 2. Professional employees desiring a transfer after the due date for the "Statement of Interest/Intent" form are to notify the Director of Human Resources in writing not later than July 15th.

3. The professional employee requesting transfer shall be considered insofar as possible for known vacancies for the following school year before these positions are made available for new applicants.
4. All professional employees applying for a transfer shall receive written notification at the time that the vacancy is filled.
5. Voluntary transfers are to be made between schools prior to August 1 of each school year. Following this date a transfer may only be made with the consent and agreement of all the parties involved and the Director of Human Resources. This would not prohibit the Superintendent from making necessary transfers for the good of the school system.

**ARTICLE XVI
INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

- A. An involuntary transfer or reassignment will be made only after a meeting between the professional employee involved and the appropriate administrator, at which time the employee will be notified of the reason for the transfer and reassignment. Following the meeting, reason(s) for selection shall be provided in writing.
- B. In the event that an employee objects to the transfer or reassignment at the meeting, upon his/her written request the Superintendent will meet with him /her.
- C. Whenever involuntary transfers occur, volunteer(s) shall first be sought (an employee who volunteers for an involuntary transfer will be given the same considerations in determining the school transfer as is given to other voluntary transfers). If no volunteers are identified, factors such as certification, experience, and subject matter expertise will be considered.
- D. Notice of an involuntary transfer or reassignment will be given to such employee in writing no later than one (1) week prior to the date the employee is to assume his/her new duties.
- E. A teacher transferred involuntarily out of his/her certificated area will not be reduced in salary.
- F. An employee being involuntarily transferred shall have the right to apply for any vacancy for which he/she is properly certificated.
- G. Professional employees involuntarily transferred have the right to request to return to the school from which they were transferred should a position for which they are qualified open prior to the first duty day for employees.

**ARTICLE XVII
EXTRA PAY FOR EXTRA DUTY**

- A. The parties agree to an on-going extra pay for extra duty study committee which shall present its recommendations to the board and the association by October 1, of each school year preceding the contract effective date. The committee will be composed of

five representatives appointed by the association and five appointed by the board. This report shall specify the positions eligible for compensation, the amount of compensation and the justification for the compensation.

- B. Assumption of all extra pay duties shall be voluntary and the signature of the employee shall be required on the extra pay for extra duty form prior to performing the duties.
- C. Other extra pay for extra duty activities when approved by the Board of Education will be added to the list, with placement for compensation to be determined by the joint extra pay for extra duty committee. Such action will not be considered as the reopening of negotiations under this agreement for any reason whatever, except for the express purpose stated.

POSITION	POINTS	2001-02		2002-03	
		1 TO 5 YRS	6+ YRS	1 TO 5 YRS	6+ YRS
Point Value		\$ 175	\$ 180	\$ 180	\$ 185
Athletic Director	25	4,375	4,500	4,500	4,625
Coaches					
Football	12	2,100	2,160	2,160	2,220
Basketball	11	1,925	1,980	1,980	2,035
Wrestling	11	1,925	1,980	1,980	2,035
Baseball	10	1,750	1,800	1,800	1,850
Field Hockey	10	1,750	1,700	1,700	1,850
Lacrosse	10	1,750	1,800	1,800	1,850
Soccer	10	1,750	1,800	1,800	1,850
Softball	10	1,750	1,800	1,800	1,850
Track	10	1,750	1,800	1,800	1,850
Volleyball	10	1,750	1,800	1,800	1,850
Cheerleaders (Fall)	9	1,575	1,620	1,620	1,665
Cherleaders (Winter)	9	1,575	1,620	1,620	1,665
Cross Country	9	1,575	1,620	1,620	1,665
Tennis	9	1,575	1,620	1,620	1,665
Indoor Track	8	1,400	1,440	1,440	1,480
Football, A.C.	7.2	1,260	1,296	1,296	1,332
Golf	7	1,225	1,260	1,260	1,295
Swimming	7	1,225	1,260	1,260	1,295
Basketball, A.C.	6.6	1,155	1,188	1,188	1,221
Wrestling, A.C.	6.6	1,155	1,188	1,188	1,221
Auditorium Coordinator	6	1,050	1,080	1,080	1,110
Baseball, A.C.	6	1,050	1,080	1,080	1,110
Cross Country, A.C.	6	1,050	1,080	1,080	1,110
Field Hockey, A.C.	6	1,050	1,080	1,080	1,110
Indoor Track, A.C.	6	1,050	1,080	1,080	1,110
Lacrosse, A.C.	6	1,050	1,080	1,080	1,110
Soccer, A.C.	6	1,050	1,080	1,080	1,110
Softball, A.C.	6	1,050	1,080	1,080	1,110
Tennis, A.C.	6	1,050	1,080	1,080	1,110
Track, A.C.	6	1,050	1,080	1,080	1,110
Volleyball, A.C.	6	1,050	1,080	1,080	1,110

Cheerleaders (Fall), A.C.	5.9	1,033	1,062	1,062	1,092
Cheerleaders (Winter), A.C.	5.9	1,033	1,062	1,062	1,092
Swimming, A.C.	5	1,033	1,062	1,062	1,092

OTHER CATEGORIES

Band Director, High School	14	2,450	2,520	2,520	2,590
SGA/SCA Sponsor, High School	14	2,459	2,520	2,520	2,590
Band Director, Middle School	11	1,925	1,980	1,980	2,035
Chorus Director, High School	11	1,925	1,980	1,980	2,035
Chorus Director, Middle School	10	1,750	1,800	1,800	1,850
Drama Sponsor	10	1,750	1,800	1,800	1,850
H.S. Musical Director	9	1,575	1,620	1,620	1,665
National Honor Society	9	1,575	1,620	1,620	1,665
FBLA Sponsor	8	1,400	1,440	1,440	1,480
VICA Advisor (Tech Center)	8	1,400	1,440	1,440	1,480
Class Sponsor, 11, 12	7.2	1,260	1,296	1,296	1,332
Flags/Majorettes Sponsor	7	1,225	1,260	1,260	1,295
Foreign Language Club (One per High School)	7	1,225	1,260	1,260	1,295
Pom Poms Sponsor	7	1,225	1,260	1,260	1,295
Academic Eligibility Coordinator	6	1,050	1,080	1,080	1,110
Class Sponsor, 9, 10	6	1,050	1,080	1,080	1,110
MGA/MUN Sponsor	6	1,050	1,080	1,080	1,110
Mock Trial Sponsor	6	1,050	1,080	1,080	1,110
Newspaper Sponsor	6	1,050	1,080	1,080	1,110
Yearbook Advisor	6	1,050	1,080	1,080	1,110
DECA Sponsor	5	875	900	900	925
Elementary Music Teacher	5	875	900	900	925
9th Grade Scholars	5	875	900	900	925
Future Educators	5	875	900	900	925
Student Council (Middle School)	5	875	900	900	925
Future Homemakers of America	5	875	900	900	925
National Jr. Honor Society	5	875	900	900	925
Literary Magazine Advisor	4	700	720	720	740
Physics Olympic Team Sponsor	4	700	720	720	740
Academic Competition Coordinator (All Elementary & Middle Schools)	4	700	720	720	740
Red Cross Training Coordinator	4	700	720	720	740
Yearbook Advisor, Middle Schools	4	700	720	720	740

Compensation for experience shall be only for experience in that specific position title. (i.e. H.S. BASEBALL, A.C. SOCCER)

The value of a point will be increased by \$5 per point in each of the fiscal years 2005 and 2006.

**ARTICLE XVIII
HEALTH AND SAFETY**

- A. The Health and Safety Committee of each school will include at least one EASMC representative to be elected by the teachers at each school. The Board will publish a membership list of the Health and Safety Committee of each school by September 15 of each year, with a copy of such membership list to EASMC.
- B. When, in the judgment of the faculty or Health And Safety Committee, any room, building or area presents a health or safety hazard, duly qualified personnel shall be

contacted by the principal and asked to make a timely inspection. Any member of the committee shall have the right to convene a meeting.

- C. When a room, building or area because of its condition is judged by authorized qualified personnel to create a health or safety hazard, or a condition unsuitable for teaching or supervising children, the place shall be closed to students and professional employees, if thus recommended by the qualified person, until such hazard can be corrected.
- D. Unit members shall not be required to handle or search for any object suspected of being a bomb or similar device, that could be life threatening. In the interest of student and staff well being, unit members may volunteer to assist in such search, but in no way shall be subject to reprisal for choosing not to participate.
- E. Employees will not be expected to return to buildings when bomb threats have occurred until a decision has been made by the building administrator in consultation with the Superintendent's office and the responding law enforcement agency.

ARTICLE XIX JUST CAUSE

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

ARTICLE XX TEACHER OBSERVATION AND EVALUATION

- A. All observations of the teacher will be conducted openly with full knowledge of the teacher.
- B. The "observed" teacher shall receive sufficiently prior to the holding of a conference on this matter, a copy of the evaluator's draft report and/or notes. The draft and/or notes will cover, in substance, the areas of the final report, but may be subject to modifications as a result of the post-conference.
- C. The Board shall make known to each affected employee any derogatory material that is being placed in his/her personnel file and he/she shall be given the opportunity to review and file a reply to such material. Individual responses to self-assessment materials cannot be used negatively in that employee's evaluation but will be used for discussion and goal setting.
- D. Employees shall have the right, upon notice, to review and copy material in their personnel file, excluding personal references. The employee has the right to be accompanied by an association representative.
- E. Appeals to purge personnel records of adverse information must be made in writing to the director of human resources, who will confer with the current principal/immediate supervisor.
- F. The Board shall respect the confidentiality of personal references and other academic credentials and not establish a separate personnel file that is not available for the teacher's inspections.

- G. Non-tenured teachers shall be observed not less than four times each year. The observation of the non-tenured teachers shall be done by more than one qualified evaluator certificated in supervision by the Maryland State Department of Education.
- H. Non-tenured teachers will receive two (2) formal evaluations each year.
- I. Tenured teachers shall be observed at reasonable intervals as mandated by state law.
- J. If an employee receives an evaluation that indicates areas of unsatisfactory performance, the principal shall meet with the employee to develop a plan of assistance for improvement and to ensure subsequent counseling and assistance. In developing the plan of assistance and timelines, the employee shall have the right to EASMC representation.
 - a. The plan of assistance shall include the following:
 - 1) Statement of problem(s) or concern(s);
 - 2) Desired improvement;
 - 3) Suggestion for improvement;
 - 4) Provisions for assisting the employee (such as peer coaching, additional training, assignment of a mentor, opportunities for visitation, and modeling/demonstration); and
 - 5) Timeline for monitoring employee's future performance.

In the event of documentation other than formal evaluation of a less than satisfactory performance by an employee, the principal may meet with the employee to develop a plan of assistance.

ARTICLE XXI ACADEMIC FREEDOM

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

ARTICLE XXII SEVERANCE PAY

Any professional employee at the time of retirement or death while under contract shall receive severance pay for unused sick leave at their daily rate of pay provided the amount of severance does not exceed \$2000. This amount will be increased by \$100 in FY 2005 and by another \$100 in FY 2006. To be eligible, the professional employee must have been employed by the Board of Education of St. Mary's County for 10 years

**ARTICLE XXIII
EMPLOYEE RIGHTS**

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

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

**ARTICLE XXIV
GENERAL**

- A. The Board will provide a copy of the proposed Comprehensive Agreement to all present professional employees of the Board for the purpose of ratification.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction, such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and applications will continue in full force and effect.
- C. The Board of Education of St. Mary's County and EASMC are mutually committed to a nonadversarial, consensus building negotiations process. As partners in St. Mary's County Public Schools, we believe that respect and trust are essential in achieving our common goal of fulfilling the promise in every child.
- D. Negotiations for successor agreement shall begin no later than October 15th. Team training will occur prior to negotiations beginning.

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

**ARTICLE XXV
DURATION**

The provisions of this Agreement will be effective as of July 1, 2003 will remain in full force and effect until June 30, 2006, except as noted in preceding articles.

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

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this thirteenth day of August, 2003.

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

Edmund J. O'Meally
Chairman, Negotiating Team

Lorraine Fulton
Team Member

Daniel L. Carney
Team Member

Edward Weiland
Team Member

Joseph North
Team Member

Stephen Kracinovich
Chairman, Board of Education

Dr. Patricia M. Richardson
Superintendent of Schools

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

Jan Emerson
Chairman, Negotiating Team

Peg Johnson
Team Member

Jean Illingworth
Team Member

Linda Richardson
Team Member

Arthur Rodriguez
Team Member

Meg MacDonald
UniServ Director, MSTA

Wanda Twigg
EASMC President