

AGREEMENT

between the

**WICOMICO COUNTY
BOARD OF EDUCATION
and the
ASSOCIATION OF
PUBLIC SCHOOL ADMINISTRATORS
AND SUPERVISORS OF WICOMICO COUNTY**

**2007-2009
Signed June 12, 2007
Amended March 11, 2008
Amended June 2, 2009**

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**ASSOCIATION OF
PUBLIC SCHOOL ADMINISTRATORS
AND
SUPERVISORS OF WICOMICO COUNTY**

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ARTICLE 1
General Provisions

1.1 RECOGNITION - The Board of Education of Wicomico County, hereinafter referred to as the Board, recognizes the Association of Public School Administrators and Supervisors, hereinafter referred to as the Association, pursuant to the *Education Article, '6-404*, of the *Annotated Code of Maryland*, as representative of the Board's employees in Unit II for the purpose of negotiations with regard to salaries, wages, hours, and other working conditions.

1.2 BARGAINING UNIT - The bargaining unit (Unit II) shall include all certificated employees in the positions of vice principal, principal, psychologist, pupil personnel worker, coordinator, supervisor, and other officially designated positions.

Any disputes which may arise as to whether new positions are to be included in Unit I or Unit II shall be settled in accordance with the aforementioned provisions of the Maryland Code and shall not be subject to the grievance procedure included in this Agreement.

1.3 DEFINITIONS

A. Employee - Unless otherwise indicated, the term *employee(s)* shall refer to all members of the negotiating unit and references to males shall include females.

B. Part-Time Employees - All part-time Unit II members who work at least half-time of a full-time equivalent position covered by this Agreement shall receive full health and life insurance benefits. Sick leave, annual leave and salary rates shall be established on a pro-rata basis related to a full-time equivalent position.

C. Temporary Employees - A temporary employee excluded from the bargaining unit is one who is hired for a period of no more than twelve (12) consecutive calendar months and is so informed at the time of hire and who is hired to fill a temporary job.

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

1.5 NON-DISCRIMINATION - The provisions of this agreement shall not be applied in a manner arbitrary, capricious, or discriminating in regard to race, creed, religion, color, national origin, age or sex.

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

1.7 DISTRIBUTION - A copy of this agreement will be given to each employee in the negotiating unit. The Board and Association will share the cost of printing one hundred (100) copies of the agreement booklet as follows:

A. The Association will supply necessary paper stock.

B. The Board will provide composition, printing, and distribution services.

1.8 SUCCESSOR AGREEMENT

- A. Negotiating Teams** - Prior to September 1 of each year, the Association and the Board shall designate in writing to the other the official representatives to serve on its negotiating team.
- B. Opening Negotiations** - Negotiations shall begin on a mutually agreeable date on or about November 1 and shall end on or about January 1, and no later than January 15. All issues proposed for discussion shall be submitted in writing by the Association to the Board at its first meeting. The Board shall submit in writing to the Association additional subject areas on which it wishes to negotiate within ten (10) working days of initial presentation by the Association team.
- C. Time of Negotiating** - Negotiating sessions shall be held at times mutually agreeable to the negotiating teams. Sessions should not exceed three (3) hours and shall normally be held at least once each week to insure continuity of thought. Caucuses shall be considered a part of the official time.
- D. Negotiations Procedures** - In an effort to reach understanding and agreement, both parties agree to exchange points of view and to conduct negotiations in good faith on all matters. Agreements on individual items are binding only when agreement is reached on all items subject to negotiation.
- E. Consultants** - Said negotiating teams may seek the advice, suggestion,, judgment, counsel and/or services of other qualified persons. Either party requesting services shall bear the expense of the chosen consultant.
- F. Attendance at Negotiating Sessions** - Negotiation sessions shall be limited to the designated teams and (1) suitable committee members from either the Board of the Association who are there for the sole purpose of enlightenment and supplying information on the topic being discussed, and (2) consultants from either the Board of the Association,. No more than two (2) persons per category per negotiating team shall be present at any given time during negotiations.
- G. Reaching Agreement** - Upon agreement by the official negotiating teams, the proposed total agreement shall be reduced to writing as a memorandum of understanding, signed by a representative of each team, and submitted to the ratifying body of the Association and the Board for approval within ten (10) school days following receipt of the contract from the negotiating teams.
- H. Impasse Procedures** - The provisions of the *Education Article, ' 6-408* of the *Annotated Code of Maryland* shall apply in the case of impasse.

ARTICLE 2 Organizational Security and Responsibilities

- 2.1 REPRESENTATION** - The Association agrees to admit Unit II employees to membership and participation in its affairs and to represent all such employees as provided in *Education Article, ' 6-404*, of the *Annotated Code of Maryland*, without discrimination on the basis of race, creed, color, national origin, sex, age or handicap.
- 2.2 DUES DEDUCTION**
 - A. The Association shall provide a certified listing of all unit members desiring payroll deduction of Association dues no later than September 30. This listing shall include each member's name and shall specify the amount of dues to be deducted for that school year.
 - B. Each list shall have attached the original copy of the authorization form signed by the individual member. Deductions authorized by the unit member (1) may be canceled with written notice to the

payroll department and (2) shall automatically end as of the effective date of the employee's termination of employment. The deductions will be made in eighteen (18) equal installments, beginning with the salary check issued on or about October 15 of each year.

- C. Unit II members hired during the school year shall have a pro-rated amount of dues deducted if they elect to become Association members. Such pro-ratum shall be based on a maximum of ten (10) months (school year) and the number of months remaining in the school year.
- D. The president shall notify the payroll department in writing not later than the first day of the month in which any change is to be made in the list of unit members who have authorized deductions.
- E. The Board of Education will remit to the Association once monthly a check for the total amount of all dues collected.

2.3 ASSOCIATION COMMUNICATIONS - The Association will have the right to place official notices, circulars, and other nonpolitical materials in unit members' mailboxes, and in the Board's inter-school mail system, and on the electronic communications systems established by the Board for the purpose of distributing these materials to unit members, provided such use does not interfere with the distribution of the materials of the school system. All Association materials distributed in the school system shall be identified by the Association and approved by the Association president or his designee before distribution. Distribution of materials placed in the inter-school system will be in accordance with delivery procedures established by the Board for the regular distribution of its own materials. It is expressly understood that the Board shall be relieved of any responsibility for materials placed into the system by the Association.

2.4 MEETING TIME - The Association shall be provided time at the conclusion of meetings where a majority of the Association members are present to make announcements or to report to members of the Association.

2.5 INFORMATION TO ASSOCIATION - Upon reasonable request, the Board will provide the Association with available information necessary to permit the Association to develop proposals for negotiations, as well as information necessary to investigate grievances arising out of this Agreement.

A copy of the Board agenda and approved minutes shall be delivered to the Association president by interschool mail when such are released to the public.

As soon as possible, but no later than October 1 of any school year, the Board shall provide the Association with a list of all Unit II members, which shall include their names and building assignments. The Association agrees that the use of such lists shall be restricted to communicating Association-related programs and activities and further agrees that such lists will not be sold or otherwise made available to others.

2.6 ATTENDANCE AT BOARD MEETINGS - In accordance with established Board policy, the president of the Association may request the superintendent to schedule a member of the Association to attend a Board meeting to (1) offer comments on agenda items which directly affect Unit II members or (2) be placed on the meeting agenda for the purpose of making a presentation to the Board.

2.7 EXCLUSIVITY - Subject to the rights granted the general public by legislative action or judicial decision, the rights and/or privileges granted to the Association in this article will not be granted to any other employee organization seeking to represent unit members during the life of this agreement.

2.8 SAFE/HARMLESS - The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or any other forms of liability that shall arise out of or by reason of action

taken or not taken by the Board for the purposes of complying with any of the provisions of this article, or in reliance of any list, notice or assignment furnished under any such provisions.

ARTICLE 3 Unit Member Rights

- 3.1 NO REPRISALS** - There will be no reprisals of any kind taken against any employee by reason of membership or non-membership in the Association or participation or non-participation in any of its lawful activities.
- 3.2 EMPLOYMENT PRACTICES** - No Unit II member who has gained tenure as a teacher in Wicomico County under the provisions of *Maryland State Board of Education Bylaw 13A.07.02.01B* will be discharged from employment or disciplined outside the normal evaluation procedures without full due process. For purposes of this agreement, employee discipline shall refer to action(s) by the Board as set forth in ' 6-202 of the *Annotated Code of Maryland* and shall not include actions taken under ' 6-201 of said law.
- 3.3 PERSONAL LIFE** - The personal life of a unit member shall be the concern of and warrant the attention of the Board whenever (1) it interferes with the conduct of the school(s) or central office or (2) it prevents the unit member from satisfactorily performing his assigned duties.
- The Board and the Association recognize the value of expressing, in a professional manner, personal views regarding non-confidential school system policies, programs and operations.
- 3.4 POLITICAL ACTIVITIES** - The Board and the Association recognize the right of Unit II members to participate in political 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; and the right to campaign for and serve in public office, provided such activity is not conducted during duty hours or on school property.
- 3.5 ADVISORY STATUS** - The Board agrees to involve Unit II members in an advisory capacity to the Board on items such as those being negotiated with Unit I which involve significant changes in present supervisory and/or administrative procedures and curriculum committees.
- 3.6 SUSPENSIONS** - Any suspension of a unit member by the superintendent, pending a proper initial hearing by the Board, shall be with pay and other benefits and shall continue until the date of the hearing as same shall be scheduled by the Board according to law.
- 3.7 PERSONNEL FILE**
- A. All items entered in the official personnel file of a Unit II member, except confidential references pertaining to original employment or promotion, shall be open to that Unit II member under the supervision of and by appointment with the Supervisor of Human Resources. The employee may have an Association representative accompany him during such review. Upon review of his personnel file, Unit II employee shall have the right to indicate those documents and/or other materials in his personnel file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the superintendent or his designee and destroyed or retained as deemed appropriate by the superintendent.
 - B. The Board agrees to protect the confidentiality of Unit II member personnel files including personal references, academic credentials, and other similar documents.
 - C. No unfavorable material related to a Unit II member's conduct, service, character or personality shall be placed in his personnel file without the Unit II member's knowledge. The Unit II member shall acknowledge his awareness of the material by affixing his signature to the

material to be filed with the understanding that such signature does not necessarily indicate agreement with the contents thereof.

- D. The Unit II member shall have the right to answer any material placed in his personnel file and his answer shall be attached to the file copy.
- E. The Unit II member shall have the right to reproduce any material placed in his personnel file at his cost.
- F. A written performance evaluation will be made a part of the personnel file of any Unit II employee leaving employment with the Board. Any additional materials to be placed in the personnel file will be subject to the notice requirement in paragraph AC@ above.

3.8 COMPLAINTS/CRITICISMS - Unit II members will be notified of any formal allegations made against their conduct, character, performance, or personality if said allegations are to be recorded as a part of the unit member's evaluation.

Unless there is a serious problem which requires immediate corrective action, unit members will be afforded privacy when criticism by his supervisors and/or administrators could be embarrassing to that unit member.

3.9 LEGAL COUNSEL - Upon the recommendation of the superintendent, Unit II members will be provided with legal counsel when required to testify before the Board as a witness in a formal hearing resulting from matters occurring within the scope of the unit member's employment. Such counsel shall not be provided in matters which involve the job performance of or possible disciplinary action against the unit member. Selection of counsel, fees and duration of counsel's service will be at the discretion of the superintendent.

**ARTICLE 4
Working Hours and Conditions**

4.1 ASSIGNMENT

- A. It is understood that the superintendent has the right to assign and/or transfer Unit members to their positions to meet the needs of the school system.
- B. If reassignment is necessary, a unit member's quality of job performance, areas of competence, field(s) of certification, field(s) of study, amount of experience, and the best interests of the school system will be among those factors considered.
- C. If a member (1) is reassigned as the result of unsatisfactory performance, (2) is voluntarily reassigned, or (3) is assigned to another position due to the elimination of his/her position through budget cuts or administrative reorganization, his/her salary shall be based on the schedule for the new position at the time the transfer becomes effective.
- D. For two years from the effective date of reassignment, a unit member who has been involuntarily transferred to a position on a lower pay scale will, upon written request, be given consideration for reappointment to a position in the former job classification as such positions become available.
- E. Notice of a proposed reassignment or transfer will be given to an employee as far in advance of the effective date as is feasible. If a Unit member objects to an involuntary transfer or reassignment, the superintendent or his/her representative will meet with the employee to discuss the matter. Involuntary transfers are subject to normal appeal procedures but are not subject to the grievance procedure set forth in this negotiated agreement.

F. If it is necessary to make an involuntary transfer, reasons for the transfer will be made known to the person being transferred.

4.2 OPPORTUNITY TO CONFER -When administratively feasible, principals will have an opportunity to confer with anyone being considered for assignment to their staff.

ARTICLE 5 Fringe Benefits

5.1 LIFE INSURANCE - The Board will pay the premium cost of term life insurance coverage with a maximum face value equal to one and one half (1 1/2) times the Unit II member's annual salary to a maximum of \$100,000. Such coverage will also include a compensation schedule for accidental dismemberment and double indemnity for accidental death. Prior to January 1, 2000, Unit II members shall have the option to purchase additional life insurance.

5.2 LONG TERM DISABILITY INSURANCE - Prior to January 1, 2000, Unit II members shall have the option to purchase long term disability insurance through a group plan provided by the Board.

5.3 HEALTH INSURANCE - For each fiscal year of this agreement, the Board will budget for its share of the cost of health insurance premiums for all members of its group health and major medical program who are eligible for Board contributions toward the cost of their coverage. The benefits and premium calculations each year will be mutually agreed upon by the Board and the Association. An employee wellness program, funded through the rate stabilization fund if necessary, will also be provided.

Each employee enrolled shall pay at least \$5.00 per pay period for individual coverage and shall pay twenty-seven percent (27%) of the family cost, exclusive of the cost of individual coverage. All employee payments will be payroll deducted on a pre-tax basis in accordance with necessary payroll procedures and applicable guidelines of the Internal Revenue Service.

5.4 LIABILITY INSURANCE - Unit II members will continue to be covered under the Board's comprehensive general liability and umbrella excess liability insurance. This coverage will include sums for damages because of personal injury, bodily injury, or property damage caused by a Unit member for which the member has become obligated as a result of legal actions taken or not taken within the scope of his/her employment. These sums will be at least \$500,000 combined single limit per occurrence. To the extent they are available within standard policy limits, legal fees will be included as a part of the coverage. Unit members will be notified annually of the types and limits of coverage provided.

5.5 ATTENDANCE INCENTIVE STIPEND - Unit II members who directly enter retirement from active service of at least fifteen (15) years in the public schools of Wicomico County and who qualify by having accumulated at least two hundred (200) days of sick leave shall receive a stipend at the rate of forty (40) dollars per day for each unused day of accumulated leave in excess of 200 days.

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

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

5.6 PROFESSIONAL DUES - The Board will pay up to \$600 per fiscal year toward each unit member's dues in a state or national professional organization or civic club, subscriptions to education periodicals, or other professional materials, and attendance at approved educational activities. A print out will be provided for each Unit II member in January of each year showing the amount of money that has been spent and the amount remaining in the account.

5.7 SABBATICAL LEAVE - Sabbatical leave is a leave of absence granted to a Unit II member that enables the employee to pursue a program of professional growth through graduate study at accredited

colleges or universities, travel, research, or other means of value to the school system. Upon recommendation of the superintendent of schools, approval of the Board, and availability of funding, up to one FTE leave will be available each fiscal year as outlined below:

- A. Requests for Approval** - Requests for sabbatical leave must be submitted to the superintendent, in writing, no later than December 1 of the school year preceding the one during which the leave is to be taken.
- B. Eligibility** - The member shall hold a first-class standard or advanced professional certificate, have at least a satisfactory rating on his/her most recent performance evaluation, and have been a full-time, certificated employee of the Board for at least seven (7) years immediately preceding the effective date of the leave.
- C. Length** - Leaves will normally cover at least one-half fiscal year and not exceed one full fiscal year; however, leaves of other lengths may be considered under special circumstances.
- D. Compensation** - Unit members granted leave shall receive one-half their regular salary during the term of the leave provided they agree to return to full-time employment with the Board for at least a two-year period immediately following the leave.
- E. Contractual Return to Service Obligation** - A unit member accepting sabbatical leave shall enter into a separate, written contract whereby he/she agrees to return to service with the Board for at least the two-year period. Such a contract shall include a secured promissory note, or surety bond, for the amount of compensation (salary and fringe benefits) to be paid during the term of the leave.
- F. Fringe Benefits** - Members on leave shall continue to receive full health, life insurance, retirement, and tuition reimbursement benefits. Sick leave may be earned, but not used, while a unit member is on sabbatical leave. Annual leave and personal leave neither may be used nor earned while a member is on sabbatical leave.
- G. Experience Credit** - The term of a sabbatical leave will be considered as active service for experience credit on the appropriate salary schedule.
- H. Return to Service** - Upon return to active service the unit member shall be placed in his/her former position or in another Unit II position equal to or exceeding the position held prior to the leave. If the member is to be reassigned to a position other than the one previously held, the provisions of Section 4.1 of this agreement will be in effect.

5.8 FAMILY AND MEDICAL LEAVE ACT OF 1993 - The provisions of the FMLA shall be considered in conjunction with the leaves and benefits outlined in this agreement and shall not be construed so as to diminish those leaves and benefits.

5.9 SICK LEAVE BANK

- A.** All members of the bargaining unit on active duty in Wicomico County are eligible to contribute to a sick leave bank. Contributors will be permitted to apply for leave from the bank to cover regularly scheduled duty days for periods of incapacitating personal illness, injury, or quarantine.
- B.** The contribution on the appropriate form will be authorized by the member and continued from year to year until canceled in writing by the member. Cancellation, on the proper form, may be elected at any time, and the member shall not be eligible to use the bank as of the effective cancellation date. Sick leave properly authorized for contribution to the bank will not be returned if the member effects cancellation.
- C.** Contributions shall be made between September 1 and October 1. Members returning from extended leave of absence and new employees may contribute within thirty (30) calendar days

upon reassignment of employment. Members returning from extended sick leave shall be permitted to contribute to the bank upon approval of the committee.

- D. Annual rates of contribution shall be up to three days for the year 2000-2001 and one each year thereafter as determined by the Association and certified to the Superintendent prior to July 1 of each year.
- E. Members shall be permitted to apply for leave from the bank after January 1, 2000. The maximum number of sick days that can be granted in any one fiscal year will be the remaining number of duty days a member is scheduled to work. In no case will the granting of leave from the bank cause a member to receive more than his/her annual salary.
- F. Members must use accumulated sick leave, personal leave, and annual leave before receiving leave from the bank. Application for use of the bank shall be made on the required form and submitted to the approval committee.
- G. A three member approval committee, appointed by the President of the Association, shall have the responsibility of receiving requests, verifying the validity of requests, recommending approval or denial of the request, and communicating its decision to the member and the Superintendent/designee. The committee shall develop its rules of procedure and shall give wide distribution to said rules upon approval of the Board of Directors of the Association.
- H. The Human Resources Department shall approve these bank grants as being for incapacitating illness and that sick leave, personal leave, and annual leave is exhausted and forward payment authorization to the Payroll Department.
- I. Bank grants will not be automatically carried over from one fiscal year to another. All bank grants will end as of June 30 or the last duty day of the fiscal year and must be renewed through the approval committee.
- J. If a member does not use all of the days granted from the bank, the unused sick leave days will be returned to the bank.

5.10 ANNUAL LEAVE

- A. Annual leave shall be accrued on a monthly basis.

Years of 12-month Employment	Annual Leave Days
1-10	15
11-20	20
21 or more	25

- B. Annual leave will be earned monthly for the fiscal year, July through June, and credited to the employee's annual leave balance in July of the new fiscal year for all employees who continue their employment beyond July 1 of the new fiscal year. An employee who has not been employed for the full twelve months of the fiscal year and will continue their employment beyond July 1 of the new fiscal year will earn annual leave for each full month of employment. For annual leave purposes, the first month of employment for a new twelve-month employee will earn a full month toward annual leave if the starting date is prior to the 16th of the month.

- C. All twelve-month employees may carry over a maximum of 25 unused earned annual leave days into the next fiscal year. Annual leave days in excess of the maximum 25 days to be carried over will automatically be converted to the employee's sick leave days. A twelve-month employee may accumulate a maximum of 50 days of annual leave time. All annual leave should be used prior to the effective date of any termination of employment. Only with the Superintendent's prior approval, may any other type settlement be made for unused annual leave. Such settlements shall be made at the employee's last active salary rate per day.
- D. Ten-month employees promoted to twelve-month positions will be given five-sixths of a year credit for each ten-month working experience within the county for the purpose of determining annual leave time. A full year's experience will be given for previous years that the person has served in a twelve-month position with the Wicomico County Public School System.
- E. Upon request, the Superintendent can authorize additional annual leave credit for previous experience outside of the Wicomico County Public School System. In no case can credited experience for prior employment outside of the county exceed that which would be available to a Wicomico County employee with comparable experience.
- F. Those employees who were hired before July 1, 2004 will not be reduced in the number of days of annual leave they presently have been afforded.
- G. Any Unit II employee with at least five (5) years of experience as a full time twelve month employee with Wicomico County Public Schools shall be given the opportunity to cash in up to five (5) annual leave days, per year, at their current active per day salary with a maximum of twenty-five (25) days during the employee's career.

5.11 RETIREMENT PLAN

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

ARTICLE 6 School Board Authority

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

ARTICLE 7 Grievance Procedure

7.1 DEFINITIONS -

- A. Grievance** - an alleged violation of the terms of this negotiated agreement
- B. Days** - shall refer to working days of the Board of Education central office

7.2 SETTLEMENT OF EMPLOYEE GRIEVANCES - The Association and the Board recognize their responsibility for the prompt and orderly disposition of grievances that arise out of the violation of any of the provisions of this agreement and for securing equitable solutions at the lowest possible administrative level. To this end, the parties agree that the provisions of this article shall provide the

means of settlement of all such grievances provided, however, that nothing herein will be construed as limiting the right of any Unit II member to have a complaint adjusted without the intervention of the Association so long as the adjustment is not inconsistent with the terms of this agreement and so long as any costs incurred shall be borne by the individual Unit II member rather than by the Association. All Unit II employees shall have the right of Association representation at each step of the grievance procedure when requested by them.

7.3 PROCEDURAL STEPS - The unit member will first discuss his grievance with his immediate supervisor. Both parties will make efforts to solve the grievance at this informal level. Any grievance that is not resolved informally shall be presented in the following steps:

STEP I - Any grievance not resolved informally shall be submitted in writing to the immediate supervisor provided that such grievance is submitted within fifteen (15) days following knowledge of the act or condition which is the basis of the complaint. The immediate supervisor shall have ten (10) days after receipt of the grievance to investigate the matter, hold discussions with the parties as he deems necessary and give a written decision.

When an item is grieved by three (3) or more unit members and involves only one (1) immediate supervisor, it will be filed at step 1.

STEP 2 - If the grievance is not settled in step 1, the grievant may move it to step 2 by written notice to the superintendent of schools within five (5) days after receipt of the step 1 decision. The superintendent of schools shall have ten (10) days after receipt of the grievance to investigate the matter, hold discussions with the parties as he deems necessary and give a written decision.

Whenever an item is grieved by three (3) or more unit members and involves more than one (1) immediate supervisor, it may be filed at step 2.

STEP 3 - If the grievance is not settled in step 2, the grievant may move it to step 3 by written notice to the president of the board of education within five (5) days after receipt of the step 2 decision. The board of education shall have thirty (30) days to give a written decision which will be the final disposition of the matter.

A grievance may be withdrawn in writing at any level without prejudice or record.

7.4 EXTENSION OF TIME LIMITS - By mutual agreement of the grievant and superintendent of schools, the time limits stated herein may be extended to allow the collection of pertinent information and to allow the prudent resolution of the grievance.

7.5 ATTENDANCE AT HEARINGS - When it is necessary for any party in interest to attend a hearing or meeting called by the superintendent or the Board concerning the grievance, during the duty day, such employee shall be released without loss of pay.

7.6 CONFIDENTIALITY/REPRISALS - All written and printed matter dealing with a grievance shall be kept in a file separate from the official Central Office personnel file of the Unit II member(s) and no reprisals of any kind shall be taken by the Board against any Unit II member because of his participation in this grievance procedure.

The Board and the Association agree that all grievance procedures shall be kept as confidential as possible.

7.7 COMPLIANCE WITH DIRECTIONS - Until final disposition of a grievance takes place, the grievant shall conform to his original direction or instruction unless directed in writing to do otherwise by an appropriate administrator.

ARTICLE 8
Salary Language

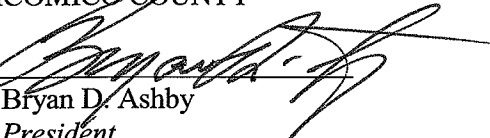
- 8.1 SALARY SCHEDULE** - See Appendix A
- 8.2 PLACEMENT ON SCALE** - All employees entering Unit II positions for the first time will be placed on Increment A of the appropriate scale. Previous satisfactory Unit II service will be credited to any one being employed from outside Wicomico County Public Schools or being promoted within the system.
- 8.3 INCREMENTS** - A unit member whose performance is rated less than satisfactory or whose certificate is rated second class will receive no increments for experience accrued during the time of said rating.

ARTICLE 9
Duration

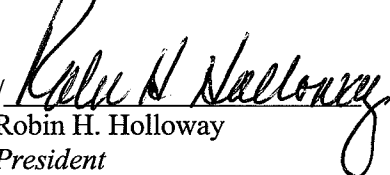
This agreement between the Wicomico County Board of Education and the Association of Public School Administrators and Supervisors shall remain in full force and effect through June 30, 2012, except for Article 8, Salary Scale. Also, either of the parties may open one (1) additional article of this Agreement in addition to Article 8, Salary Scale.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS DOCUMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED OFFICERS THIS 2ND DAY OF JUNE, 2009.

FOR THE
ASSOCIATION OF PUBLIC SCHOOL
ADMINISTRATORS AND SUPERVISORS
WICOMICO COUNTY

/S/ 
Bryan D. Ashby
President

FOR THE
WICOMICO COUNTY
BOARD OF EDUCATION

/S/ 
Robin H. Holloway
President

**WICOMICO COUNTY BOARD OF EDUCATION
ADMINISTRATIVE SALARY SCALE
2009-2010**

Index	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	63,770	64,620	65,490	66,340	67,200	68,050	68,910	69,770	70,630	71,480	72,340	73,580	74,540	75,510	76,490
2	67,830	68,680	69,550	70,400	71,260	72,110	72,970	73,830	74,690	75,540	76,400	77,640	78,650	79,670	80,710
3	68,400	69,270	70,120	70,980	71,830	72,690	73,550	74,410	75,260	76,120	76,970	78,220	79,240	80,270	81,310
4	70,730	71,590	72,450	73,310	74,160	75,010	75,870	76,740	77,590	78,440	79,300	80,550	81,600	82,660	83,730
5	74,200	75,060	75,910	76,780	77,630	78,490	79,340	80,200	81,060	81,920	82,770	84,020	85,110	86,220	87,340
6	77,110	77,960	78,820	79,680	80,540	81,390	82,250	83,100	83,970	84,820	85,680	86,920	88,050	89,190	90,350
7	80,010	80,870	81,720	82,580	83,440	84,300	85,150	86,010	86,860	87,730	88,580	89,820	90,990	92,170	93,370
8	80,590	81,440	82,300	83,160	84,020	84,870	85,730	86,580	87,450	88,300	89,160	90,400	91,580	92,770	93,980
9	81,740	82,600	83,460	84,320	85,170	86,030	86,880	87,750	88,600	89,460	90,310	91,560	92,750	93,960	95,180
10	84,060	84,910	85,770	86,620	87,490	88,340	89,200	90,050	90,910	91,770	92,630	93,870	95,090	96,330	97,580
11	86,390	87,240	88,100	88,950	89,810	90,670	91,530	92,380	93,240	94,090	94,960	96,190	97,440	98,710	99,990

SCHEDULE

- 1 Psychologist
- 2 Vice Principal (1 - 39)
- 3 Pupil Personnel Worker
- 4 Vice Principal (40 - 49)
Coordinator I
- 5 Vice Principal (50 +)
Coordinator II
- 6 Principal (1 - 39)
- 7 Principal (40 - 49)
- 8 Supervisor
- 9 Principal (50 - 59)
- 10 Principal (60 - 69)
- 11 Principal (70 +)

ENP (CDH 1410)
LEAD (CDH 1420)

EDUCATIONAL ADJUSTMENTS

- A. Master's + 30 credits - \$2,500 (CDH 1900)
 - B. Master's + 60 credits - \$3,000 (CDH 1905)
 - C. Doctorate - \$3,500 (CDH 1910)
 - S. National Board Certification - \$2,000 (CDH 1860)
- PRINCIPAL ADJUSTMENTS**
- D. High School Principal - \$2,000 (CDH 1920)
 - E. Mardela Middle/High School Principal - \$1,750 (CDH 1925)
 - F. Middle School Principal - \$1,000 (CDH 1930)
 - K. Middle School Principal w/Title 1 and/or additional instructional program with 10+ teachers - \$1,200 (CDH 1935)
 - G. Elementary School Principal w/Title 1 and/or additional instructional program with 10+ teachers - \$1,000 (CDH 1940)
 - T. Elementary School Principal - \$500 for principals who are not covered by adjustment G (CDH 1945)

ADJUSTMENTS

VICE PRINCIPAL ADJUSTMENTS

- H. Mardela Middle/High School Vice Principal - \$1,750 (CDH 1950)
- I. Middle School Vice Principal w/Title 1 and/or additional instructional program w/10+ teachers - \$1,200 (CDH 1955)
- J. High School Vice Principal - \$2,000 (CDH 1960)
- L. Middle School Vice Principal - \$1,000 (CDH 1965)
- P. Elementary School Vice Principal - \$500 for VPs who are not covered by adjustment M (CDH 1970)
- M. Elementary School Vice Principal w/Title 1 and/or additional instructional program w/10+ teachers - \$1,000 (CDH 1975)

SUPERVISOR ADJUSTMENTS

- N. Music/Art Supervisor - \$1,000 (CDH 1980)
- O. Athletic Supervisor - \$1,000 (CDH 1985)

LONGEVITY ADJUSTMENTS

- Q. Longevity 15 years - \$1,000 (CDH 1990)
- R. Longevity 20 years - additional \$1,000 (CDH 1995)