CERTIFICATED UNIT II

AGREEMENT BETWEEN

QUEEN ANNE'S COUNTY ADMINISTRATORS AND SUPERVISORS ASSOCIATION

AND

BOARD OF EDUCATION OF QUEEN ANNE'S COUNTY

July 1, 2021 - June 30, 2022

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ARTICLE I
General Provisions

1.1 **Recognition**. In view of the certification by the Board of Education of Queen Anne's County, Maryland, hereinafter referred to as the "Board," the Queen Anne's County Administrators and Supervisors Association, hereinafter referred to as the "Association," is recognized as the exclusive representative of the administrators and supervisors unit of the school system in accordance with Education Article, Title 6, Subtitle 4, of the Annotated Code of Maryland.

1.2 **Definition of Terms**.
(a) The term "Member", "employee" or "Unit Member" as it appears in this agreement, shall include all members of the unit represented by the Association.
(b) The term "Superintendent," as it appears in this agreement, shall refer to the Superintendent of Schools for the Board of Education of Queen Anne's County, Maryland.
(c) The term "per diem" shall indicate 1/261 of the annual salary for employees whose work year is 12 months.

1.3 The items of this agreement, when duly ratified by the Association and the Board will be valid and binding on July 1, 2021.

1.4 If any provision of this agreement or any application of the agreement to any party to this agreement shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

1.5 Negotiations for a succeeding year shall begin no later than September 1 and conclude prior to the winter holiday, unless mutually agreed by both parties.

1.6 **Impasse Procedure**.
If, at the designated time for the conclusion of formal negotiations, agreement has not been reached, or at the request of either party, the provisions for handling an impasse as provided by Education Article, Title 6, Subtitle 4, of the Annotated Code of Maryland, shall apply. The impasse procedure shall be postponed upon mutual consent of both parties.

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

1) Requesting a list of nine arbitrators from the American Arbitration Association. (A list of five arbitrators may be requested in the event that there is mutual agreement to do so.)
2) Drawing lots to determine which of the two initial panel members shall first strike a name from the list.
3) Alternately striking names from the list until one name remains, such person to be the third panel member.

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

ARTICLE II
Board's Rights

2.1 Subject to the terms and conditions of this agreement and to the authority of the State Board of Education under Education Article, of the Annotated Code of Maryland, it shall be the exclusive function of the Superintendent of Schools and the Board to determine the mission of the county public education system; set the standards of service to be offered; maintain the efficiency of operations; determine the methods, means and personnel by which such operations are to be conducted; and to take whatever action and issue rules, policies, and regulations necessary to carry out the mission of the county public education system for which they are responsible and which is entrusted to them.

ARTICLE III
Association – Board Relations

3.1 Each unit member shall be given a copy of the ratified agreement.

3.2 The Board agrees that Association representatives may meet with an administrator or a group of administrators in their schools under the following conditions:

a. Permission must be obtained in advance from the Principal of the school.

b. Such meetings will not interfere with the normal school operation.

3.3 The Board will agree to permit the Association to deposit official Association business items for distribution in the respective school delivery bin in the Board of Education office in Centreville. The delivery of these items to the schools will be made according to the approved delivery schedule of the Board. It is understood that although the Association will be permitted the use of the Board delivery system, the official Board items will be handled on a priority basis.

3.4 The Board will agree to permit the Association to use the school distribution boxes under the following conditions:

a. The materials will be limited to official Association business.

b. A representative of the Association will be responsible for the deposit of such material in the boxes.

3.5 Association dues may be paid by direct from the professional improvement funds. Each Association member will send notice, on the form provided, to the Finance Office authorizing the deduction by September 1st. This deduction shall continue unless the Finance Department is notified in writing by a member that he or she wishes the deductions to terminate.

3.6 The Board recognizes the rights of the employees covered by this agreement to organize, join and actively support the Association for the purposes of engaging in negotiations of wages, hours and other working conditions. The Board further recognizes the right of administrative and supervisory personnel to represent members in grievance procedures and other disputes and agrees not to discriminate against such employees with regard to terms and conditions of employment. Active participation in the Association shall neither be encouraged or discouraged by the Board.

ARTICLE IV
Grievance Procedure

4.1 The Board and Association agree to the following definitions:

a. A grievance is an allegation by a person or persons in the unit that his/her/their rights under the negotiated agreement have been violated.

b. An aggrieved person is the unit employee making such an allegation.

4.2 The purpose of this procedure is to secure, at the lowest possible level, and in the shortest time, equitable solutions to the allegations which may arise. Both parties agree that these procedures will be kept as informal and confidential as possible.

4.3 Procedure

Level A. If a unit employee feels he/she has a legitimate grievance he/she must discuss it informally first with the person(s) with whom he/she feels he/she has the grievance within five school days. Every effort must be expended to settle the matter. An informal decision must be rendered within five school days.

Level B. If the matter has not been settled satisfactorily on Level "A" then the unit employee must submit the grievance in writing within five school days after the informal decision has been rendered in Level "A" to the appropriate person designated by the Board by way of the person rendering the informal decision after which it will be discussed by the parties involved. The person shall render a written decision to the aggrieved within five school days after receipt and discussion of the written grievance.

The written grievance required in Level "B" shall contain the following information:

a. Name and position of the aggrieved person.
b. Date written grievance is being filed.
c. Procedures taken to date and the results.
d. A complete statement of the complaint and the facts involved including relevant dates and times.
e. A reference to the applicable provisions of the agreement.
f. Signature of grievance.

Level C. Finally, if the aggrieved unit employee wishes further action beyond Level "B" he/she must notify the Superintendent of Schools in writing within five school days after the decision was rendered in Level "B" of his/her desire to have his/her grievance investigated and reviewed. A copy of the written grievance and the decision at Level "B" shall be sent to the Superintendent. The Superintendent will investigate the grievance and render his/her decision within five school days.

Level D. If the grievance has not been settled satisfactorily on Level "C" the aggrieved unit person or persons may appeal to arbitration. The appeal must be submitted in writing to the Superintendent within fifteen school days after the written decision has been rendered in Level "C". In the event of arbitration the parties shall select an arbitrator by mutual agreement within ten days. If they are unable to reach a mutual agreement, an arbitrator shall be selected from a requested impartial list of five names from the American Arbitration Association. Both parties shall follow standard AAA procedures for the selection of the arbitrator.

The arbitrator will meet the superintendent or his/her designee and the aggrieved party or his/her representative either separately or together. The format, dates, and times of such meetings will be arranged by the arbitrator and will be conducted in closed session.

No fees assessed by the arbitrator shall be the responsibility of the prevailing party. The arbitrator will set forth his/her findings of fact, reasoning and conclusion on the issues submitted to the Board of Education is binding.
Failure on the part of the aggrieved person to observe time limits means that the grievance is settled. If a grievance affects a group of employees the association may submit such grievance in writing as outlined in Level "B" to the Superintendent directly as outlined in Level "C.

Deadlines maybe extended by mutual agreement of the Association and Superintendent

ARTICLE V
Assignments and Transfers

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

5.2 Administrative Transfer. After a member is assigned to a position for a school year in accordance with Section 5.1 and a transfer to a position with a lower responsibility factor for non-disciplinary reasons or a reduction in responsibility factor in the present position is necessary due to circumstances such as a reduction in enrollment which results in a reduction of teaching staff, closing of a school, redistricting, or the opening of a new school, the member's salary will not be reduced for one calendar year from date of transfer or reassignment. Consideration will be given to placing the member in a comparable vacant position.

5.3 When a member serves in a 12-month management position through the end of a school year (June 30) and then, due to a reduction in force, is transferred or reassigned to a 10-month non-management position for the following school year, the effective date of the transfer or reassignment shall be the first duty day of the 10-month assignment. Unused annual leave will not be carried over to the 10-month assignment. Reimbursement for unused annual leave will be provided at the level the member was paid per diem at his/her 12 month position.

5.4 Involuntary Transfer
An involuntary transfer is a transfer for reason(s) other than those specified in Sections 5.2 and 5.3; e.g. When a member is involuntarily transferred to a position for non-disciplinary reasons with a lower salary and or responsibility factor after July 1, the member's salary will not be reduced. This practice is known as "redlining" meaning that the current calculated salary will remain until such time as the calculated salary exceeds the redlined salary. The member will be given the reason(s) for the transfer, and upon request, in writing. Any involuntary transfer with notice given prior to July 1, would not be eligible to be redlined.

5.5 Voluntary Transfers
Any employee wishing a transfer to another position within the school system must request the transfer in writing with reasons stated to the Board in order for the employee to be considered for such a position should a vacancy exist.

ARTICLE VI
Promotion

6.1 After the procedures of §6-201-2b of the Annotated Code of Maryland - Education are followed, any available unit position will be announced at least fourteen calendar days before the application deadline. Available unit position announcements will be sent to the schools and the Association for posting.

6.2 Any employee wanting to be considered for a promotion within the school system must make the request in writing with reasons stated to the Board in order for the employee to be considered for such a position.

ARTICLE VII
Annual Leave and Holiday

7.1 All full- time (12 month) unit members will accrue twenty-six (26) annual leave days per year. Unit members may take annual leave when earned by submitting a "Request for Annual Leave" form to their supervisor for approval at least two weeks in advance. Requests for annual leave may or may not be approved at the discretion of the Superintendent/designee.

7.2 Up to thirty days of accumulated annual leave may be carried over to the **following leave year, commencing on September 1 of each fiscal year.** Accumulated annual leave in excess of thirty days will be converted to sick leave automatically at the end of the **leave** year. At the time of separation, all accumulated annual leave up to and including fifty-six (56) days will be compensated at the per diem rate of the salary of the member.

Annual leave time is calculated on the basis of the fiscal year. Members have access to their accumulated leave balances through the electronic time and attendance software package.

7.3 Annual Leave Death Benefit. Payment for current and accumulated days of annual leave will be made to the estate of any member whose death occurs during active service or while on an approved leave of absence.

7.4 In January of each fiscal year, A&S personnel may elect to apply/credit up to four (4) days of unused annual leave to existing qualified plan at the per diem rate, not to exceed the maximum permitted by law. Once contributed to the plan, the credited/applied day is no longer available to use as annual leave. The determination as to the application of unused annual leave to a qualified plan account and/or to be converted to sick leave as allowed herein shall be the election of the A&S personnel, subject to the limits provided herein. A&S personnel or their designated beneficiary in the event of death during the act of service shall receive the same benefit and shall be paid for such days at the employee's per diem rate.

ARTICLE VIII
Disability

8.1 The Board of Education will pay the premium for a Disability Policy which will provide 70% of Salary after a 90-day elimination period for 5 years. This will be coordinated with other income benefits.

Article IX: Salary Model for Administration & Supervision

Salary

Salary		
Position	**FY 21 Base Salary Effective 06.25.21**	**FY 22 Base Salary Effective 07.01.21**
Principal	$ 91,197	$ 92,109
Supervisor	$ 87,525	$ 88,400
Academic Dean	$ 80,282	$ 81,085
Assistant Principal	$ 77,936	$ 78,715
Facilitator	$ 77,936	$ 78,715
Add Relevant Multipliers Below		
School Level Certificated Staff		
Principal/Academic Dean <20 Staff	9.00%	
Principal/Academic Dean 21-50 Staff	11.00%	
Principal/Academic Dean >50 Staff	13.00%	
Supervisor/Facilitator/Assistant Principal	9.00%	
Student Enrollment (based upon 09/30/PY enrollment)		
Principal/Assistant Principal <450 Students	7.50%	
Principal/Assistant Principal 450-799 Students	9.50%	
Principal/Assistant Principal >800 Students	11.50%	
Facilitator/Academic Dean (all student levels)	5.50%	
Supervisor	7.50%	
Experience Level		
1 to 5 years	3.00% per year	
6 to 15 years	1.00% per year	
Maximum 25%		
Education		
Doctorate	2.50%	

9.1 Salary

For FY 2022 only (effective July 1, 2021):
All eligible employees receive 1 step within the "Experience Level" lane and a 1.0% COLA applied to the prior year "Base Salary."

A. All salaries of A & S employees placed on this model will start at the appropriate base salary.
B. All variables will be calculated using the appropriate base salary and be added in total to the base salary for each unit member.

"Experience Level" for the 2013-2014 school year will start again where each unit member left off when this variable was suspended. Unit members with more than 5 years of experience will start at year 6 regardless of how many years of experience they have.

C. The Superintendent may, at his/her sole discretion, grant an employee an "Exceptional Responsibility Stipend" not to exceed 5% of the employee's salary. Factors that the Superintendent may consider include, but are not limited to: construction, reconfigured staff, reconfigured school and unusual circumstance.

9.2 The Board agrees to direct deposit all unit employees payroll earnings into the financial institution of their choice. All unit employees will provide the Board with their account number and the financial institution's name, address and federal routing number. The unit employee's earnings will be deposited every other Friday beginning with the second Friday in July for 26 pay periods.

In addition to the above, the Board agrees to make available for all unit employees payroll deductions into the savings account of the employee's choice.

ARTICLE X
Attendance at Professional Conferences

10.1 The Board and Association recognize the need for continued professional development through the attendance at professional conferences. Opportunities to attend professional conferences by unit members is contingent upon available funding and/or approval of the Superintendent/designee.

ARTICLE XI
Travel Reimbursement

11.1 The Board shall reimburse unit employees for approved mileage while on official Board of Education business. Reimbursement will be at the current Internal Revenue Service (IRS) standard mileage rate.

11.2 The mileage stipend will be based upon an estimate of annual miles traveled within Queen Anne's county. Miles traveled out of county will be reimbursed through the reimbursement process. The stipend and reimbursement rate will be based on the IRS rate in effect as of July 1st of each year.

The annual Auto Allowance is to provide a stipend to cover mileage **for in-county travel** following the schedule below:

High School Principals - 2,800 miles
High School Assistant Principals/Academic Deans - 1,600 miles
Middle School Principals - 2,200 miles
Middle School Assistant Principals - 1,600
Elementary School Principals - 1,600 miles
ARISE Academy Program Director - 1,600 miles
Supervisors - 8,000 miles

Administrators and Supervisors will have the amount paid over the course of 26 pays.

ARTICLE XII
Temporary Absences and Leaves

12.1 **Deduction for Absences.** Deduction for absences for a member shall be made on the per-diem basis for each day of absence. Unit members will not be required to work, or use accrued leave, when schools are scheduled to be closed for all staff during the school year. Unit members should refer to the inclement weather policy for unscheduled closures.

12.2 **Bereavement Leave.** Upon the death of the unit employee's child, parent, brother, sister, spouse, mother-in-law, father-in-law, grandchild, or anyone who lived regularly in the household of the unit employee, the Board of Education shall allow up to four consecutive calendar days absence, (excluding Saturday and Sunday), one of which must be the day of death, or the day after the death, or the day of the funeral, or the day of the interment, without loss of salary.

Upon the death of the unit employee's uncle, aunt, brother-in-law, sister-in-law, grandfather, grandmother, niece, or nephew, the Board of Education shall allow up to two consecutive calendar days absence, (excluding Saturday and Sunday), one of which must be the day of death, or the day after the death, or the day of the funeral, or the day of the interment, without loss of salary.

For extenuating circumstances that would require more time, an employee may request additional bereavement leave. Such request is to be made to the Superintendent or his/her designee.

12.3 **Jury Duty.** The Board agrees that unit employees who are called for jury duty may do so without loss of salary or sick leave. If the unit employee is released from jury duty before the end of the employee's regular workday, the unit employee is to return to work.

12.4 **Legal Summons.** A member may be absent in response to a legal summons for issues arising for their duties as an employee of the Board of Education without loss of salary provided that he or she is summoned as a witness. This provision does not preclude appropriate Board action in the event that there is an alleged violation of an announced policy of the Board.

ARTICLE XIII
Sick Leave

13.1 Unit employees may earn an unlimited number of sick leave days at the rate of one (1) day per month in accordance with the Maryland State Board of Education By-Law §13A.07.03.02. Unit employees may use up to a total of seven (7) of their accumulated sick leave days per school year for illness of their spouse, children or parents. In accordance with By-Law §13A.07.03.02, except as noted below, unit employees who are absent from work due to personal illness/illness in the family are required to present to their building administrator, upon their return to work, medical verification of the absence, and subsequent fitness for full duty.

Unit employees are granted a total of three (3) absences of two (2) consecutive days or less for personal illness/illness in the family without medical verification of the absence.

Absences due to personal illness/illness in the family for five (5) or more consecutive days must be approved in advance by the Board of Education except in case of emergency, of which the Board of Education shall judge.

Absences in excess of accumulated sick leave must be approved in advance by the Board of Education except in case of emergency, which the Board of Education shall judge.

Absences in excess of accumulated sick leave or without required medical verification will result in loss of pay. Deductions will be made for each day lost at the unit employee's daily pay rate. The building administrator will forward the medical verification to the Human Resources Office according to established payroll procedures.

Sick leave that qualifies under the Federal Family Medical Leave Act will be recorded as required under the act. The Federal Family Medical Leave Act does not reduce benefits under the provisions of this item.

13.2 **Payment for Unused Days of Sick Leave.** Upon retirement from the Board of Education of Queen Anne's County, the Board agrees to reimburse the unit employee for his/her unused accumulated sick leave not credited by the Maryland State Retirement and Pension System towards retirement. The reimbursement shall be at the rate of $100.00 per day.

ARTICLE XIV
Extended Leave of Absence

14.1 The Board of Education may grant leaves of absence for 1) personal illness; 2) maternity (including adoption); 3) study; 4) military service; and 5) illness of a member of the immediate family. Leaves for the first four of these reasons protect the member's right to apply for a disability retirement, to continue to qualify for the death benefit in the retirement system, to be reemployed by the local school system in an appropriate position as soon as a vacancy occurs after the request for reinstatement, and to unused accumulated sick leave provided he or she applies for reappointment prior to the termination of his or her leave.

Leaves of absence are without pay and are generally granted for no more than one (1) year. Additional leave may be granted at the discretion of the Superintendent or Board.

14.2 The requirement to be eligible for a leave of absence is that the member must have completed two (2) full years of satisfactory service with the Board.

14.3 Since the Maryland Retirement Systems does not recognize a leave for illness in the immediate family, such a leave provides for reemployment by the local school system and to unused accumulated sick leave provided he or she applies for reappointment prior to the termination of his or her leave.

14.4 An eligible member finding it necessary to request a leave of absence should make written application to the Superintendent stating the reason, date he or she wishes it to become effective, and the number of months desired.

14.5 **Leave of Absence for Maternity**
A leave of absence for maternity or disability due to maternity is a qualifying absence under the Federal Family/Medical Leave Act (FMLA). For an employee requesting leave for maternity or disability due to maternity, who qualifies under FMLA, the Board's procedures for FMLA shall apply.

14.6 Adoption Leave

1. Requests for an adoption leave without pay, not to exceed one (1) year must be made as soon as possible prior to the beginning date of such leave, except in case of emergency. The written request will also include the adoption papers of the newly adopted child.
2. After one year, a request may be made in writing for a second year.
3. With at least ninety (90) days' notice, an employee will be granted paternity leave without pay not to exceed one (1) year.
4. The employee shall have the option of continuing as a participant in the existing insurance benefit programs at the expense of the employee.

14.7 A member granted a leave of absence for professional improvement, disability or parental leave shall retain the right to be placed in an equivalent position, should one be available. If not available the member would be placed in a position for which the member is certified.

ARTICLE XV
Sabbatical Leaves

15.1 A member holding a professional certificate with five (5) or more consecutive years of satisfactory, active service in Queen Anne's County Public Schools may be granted a sabbatical leave of absence for the purpose of furthering professional growth by means of graduate study or other means approved by the Superintendent. Previous leaves of absence will be considered as not causing the member to lose years of service credit prior to that leave. Leave time itself, in all cases, will not be regarded as active service insofar as determining the five (5) year sabbatical leave eligibility requirement.

15.2 Sabbatical leave may be granted for study or research (and travel if in conjunction with the study or research) that will be of service to the individual and to the schools and pupils of Queen Anne's County.

15.3 Sabbatical leave may be granted for not less than one (1) full semester or more than one (1) full year.

15.4 Sabbatical leave may be granted to up to two (2) members, if requested.

15.5 Any member to whom a sabbatical leave is granted shall be required, as a condition of accepting the leave, to return to the service of the Queen Anne's County Public Schools for at least two (2) years immediately following the expiration of the leave. Should the member not return to the services of Queen Anne's County, he or she will be required to refund the salary granted for sabbatical leave.

15.6 Applications for sabbatical leave must be filed with the Superintendent by April 1, prior to the school year for which it is requested with a proposed plan of study or research to which the time spent on leave will be devoted. After approval, any change of plan must be requested in writing and approved in advance. An application may be denied by the superintendent if it is felt that the denial of same would be in the best interest of the school system. However, any applicant would have the right to appeal the decision of the superintendent to the Board of Education for final action.

15.7 The applicant for sabbatical leave for study shall complete at least sixteen (16) semester units of upper division or graduate work during the sabbatical year. It will generally be expected that not less than eight (8) semester units shall be completed during each semester. If travel or extensive research is involved, a lesser total number of semester hours may be considered if approved by the college advisor. Transcripts or other evidence of completion shall be submitted to the Superintendent's Office within thirty (30) days of the member's return to duty.

15.8 A sabbatical leave for travel will only be considered when the travel is in conjunction with an organized program of study or research. Application for leave shall include, in general terms, an itinerary of the proposed objectives of the study or research of which the travel is a part. Upon completion of the leave and

within thirty (30) days of the member's return to duty, a detailed itinerary and written report, of not less than 1,500 words, shall be submitted to the Superintendent's office, setting forth the member's reactions to the travel and a statement of the benefit to the schools, and the pupils of Queen Anne's County. A description of travel will not satisfy this requirement.

15.9 **Compensation While on Sabbatical Leave -** Compensation while on sabbatical leave shall be sixty percent (60%) salary in accordance with the provision of the Queen Anne's County salary schedule in effect during the period of the leave.

15.10 In the event a member on sabbatical leave receives extra monies through any type of grant, the combined amount of those monies and the sabbatical leave allowance shall not exceed the amount of money this member would have received as a staff member for the school year in which the sabbatical leave has been granted. In cases where the combined monies exceed the regular salary, as outlined above, the sabbatical leave salary will be reduced accordingly.

15.11 Members receiving the support of a sabbatical leave will not be eligible to receive the usual payment for reimbursement for graduate studies.

15.12 Salary for sabbatical leave will be paid to the member while on leave of absence in the same manner as if the member were on duty in Queen Anne's County, upon the furnishing by the member of a surety bond indemnifying the Board against loss in the event that the member fails to render at least three (3) years' service after return from his or her leave of absence. Such bond shall be exonerated in the event that failure of such member to return and render three (3) years' service is caused by death or physical or mental disability of the member.

15.13 **Effect of Sabbatical Leave on Salary Increments, Retirement and Sick Leave Accumulation.** The member's normal percentage rate of deduction for retirement purposes shall be applied to the actual salary received. The sabbatical leave year is counted as a full year of service for retirement purposes. Such leaves shall be counted as a year of service and experience on the salary schedule. There will be no sick leave accumulation for time spent on sabbatical leave.

15.14 **Provision for Health Insurance.** When a member is placed on a Board approved sabbatical leave of absence, he or she may continue to participate in the group program of health insurance and life insurance on the same basis as that of a full-time member.

15.15 **Return to Service.** At the expiration of the sabbatical leave of absence, the member shall be assigned to a position of equal status but no guarantee can be given that it will be the same position he or she occupied at the time the leave was granted.

15.16 **Accident and Illness on Sabbatical Leave.** Interruption of a program of study or travel while on sabbatical leave, caused by serious illness or accident, evidence of which is satisfactory to the Superintendent and the Board shall not be held against a member with regard to the fulfillment of the conditions regarding study or travel under which the leave is granted, nor affect the amount of compensation to be paid the member while on the leave, provided, however, that the Superintendent has been promptly notified of such accident or illness. In the case of such accident or illness while on sabbatical leave, notification shall be made by registered letter, within thirty (30) days of the time of the accident or of the onset of the illness.

15.17 A member granted a leave of absence for professional improvement, disability or parental leave shall retain the right to be placed in an equivalent position, should one be available. If not available the member would be placed in a position for which the member is certified and the 3 year commitment to return is waived.

ARTICLE XVI
Reimbursements

16.1 Tuition

The Board agrees to reimburse all unit employees for college courses under the following conditions:

1) Funds appropriated for the line item tuition reimbursement have not been expended.
2) $325 per credit hour toward a Master's degree for no more that twelve (12) credits.
3) $500 per doctoral semester credit hour earned during the school year for no more than twelve (12) credits.
4) There will be no reimbursements if the unit employee receives any scholarship, institute, etc. unless the scholarship is less than the amount which would otherwise have been received from the Board. In this case the Board of Education will make up the difference between the amount of the scholarship and the amount which would have otherwise been received. In no case shall a unit employee be reimbursed more than the actual cost per credit hour.
5) In order to receive reimbursement for credits the certified employee must:
    a) Obtain prior approval from the office of personnel before enrolling in the course
    b) Achieve a grade of B or better
    c) Return for the next full semester of teaching

6) No unit employee shall be reimbursed for more than twelve (12) semester credit hours earned during any period of time from July 1 to June 30.

16.2 Cellular Phone

The Board shall provide each unit member, who is not provided with a cellular phone by the Board, a reimbursement in the amount of $300.00 per year to help defray some of the cellular service costs of the member's personal phone. This reimbursement will be paid at the rate of $25 per month.

ARTICLE XVII
Insurances

17.1 **Life Insurance**. The Board will provide for group life insurance in an amount of $150,000 and for group accidental death and dismemberment insurance in an amount of $150,000. This amount will not be changed during the year. An individual may purchase a matching amount of Supplemental Life insurance at full cost (100%) to the individual. On and after your 70th birthday the face value will decrease to 75% of the original value of your insurance. On and after your 75th birthday the face value will decrease to 50% of the original face value of your insurance. The Board will provide payroll deduction for unit employees to purchase spousal and child term life insurance through the group plan currently being offered.

Group Term Life Insurance Provision Master Policy
A master policy listing all provisions of the contract is issued to the employee.

Death Benefit
If death occurs from any cause, at any place, or at any time, the group life insurance benefits shown in the schedule of benefits will be paid at once to the employee's named beneficiary. Arrangements will be made either for a lump sum settlement, or payment in installments.

Conversion Privileges
An insured employee whose employment terminates has a 31-day period in which to convert all or a portion of his insurance to a term life insurance policy. This individual policy will be issued without medical examination. The individual policy will become effective 31 days after termination of his group life insurance. However, if death should occur during this 31-day period, the benefit under the group policy will be payable.

Certificate
A certificate listing the master policy provisions is issued to each insured employee.

Disability Benefit
If an insured employee becomes disabled from any cause before reaching age 60, the premiums for his group life insurance under the policy will be waived so long as he/she remains totally and permanently disabled and the master policy remains in force.

Beneficiary
The employees may name any beneficiary he/she desires and may change this designation at any time by making written request on the form provided for that purpose.

17.2 **Health Insurance -** The Board agrees to contribute toward the premium of the group hospitalization plan currently being offered by the Board of Education of Queen Anne's County for all certificated employees according to the scheduled listed below:

EPO Plan:	**The lesser of:**
Individual Plan:	100% of premium or 100% of projected premium as of March 1 of the agreement year.
Parent/Child Plan:	90% of premium or 90% of projected premium as of March 1 of the agreement year.
Husband/Wife Plan:	90% of premium or 90% of projected premium as of March 1 of the agreement year.
Family Plan:	90% of premium or 90% of projected premium as of March 1 of the agreement year.

PPO Plan:	**The lesser of:**
Individual Plan:	85% of premium or 85% of projected premium as of March 1 of the agreement year.
Parent/Child Plan:	80% of premium or 80% of projected premium as of March 1 of the agreement year.
Husband/Wife Plan:	70% of premium or 70% of projected premium as of March 1 of the agreement year.
Family Plan:	70% of premium or 70% of projected premium as of March 1 of the agreement year.

The current plan agreement covers the period of September 1 to August 31. Any additional premium payable by the certificated employees above the Board's contribution will be payroll deducted, as equally as possible, during the months of September through June. No certificated employee will receive more than 100% of the premium cost of his/her basic hospitalization plan.

17.3 **Worker's Compensation -** All benefits provided under Maryland law for employees injured during and as a result of their work, including death, injury, hospitalization, medical and weekly disability payments, and lump sum awards, are available through a standard Worker's Compensation policy.

Members who are injured on the job and who qualify for weekly disability payments through Workers' Compensation may use their accumulated sick leave in order to maintain their full salaries.

17.4 **Retiree Health Care Subsidy**

A. Definitions

1. "County service" means the number of years the unit member has been employed and entitled to benefits by the Queen Anne's County Public Schools, five of which must be as unit member.
2. "Creditable service" means the number of years credited toward the Maryland State Retirement/Pension System.
3. "Eligible dependents" means eligible as dependents under the Maryland State Retirement/Pension System.
4. "Retiree" means a former employee of the Queen Anne's County Public Schools who is retiring as a manager in accordance with the provisions of the Maryland State Retirement/Pension System.
5. "Retiree Health Insurance Program" includes any health insurance programs currently offered by the Queen Anne's County Public Schools.

B. Eligibility

1. A retiree and his/her eligible dependents may participate in the Retiree Health Care Subsidy provided the retiree has at least five (5) years of county service.
2. The retiree must apply for participation in the retiree health care subsidy at time of retirement.

C. Enrollment

1. An eligible retiree may enroll in the program upon retirement by submitting an application which provides the names, addresses, social security numbers, dates of birth and relationship of all persons the retiree wishes to include in this program as an eligible dependent.
2. The retiree must choose the insurance plan at the time of enrollment. (Individual, retiree/spouse, retiree/family, etc.)
3. Program membership will be effective on the date the application is submitted to the Queen Anne's County Public Schools Department of Human Resources.
4. Enrollment is voluntary.

D. Subsidy

1. A retiree is eligible to receive a subsidy provided by the Queen Anne's County Public Schools for the cost of health insurance under this program according to the following schedule:
    a. A retiree with five (5) years of county service shall be entitled to receive thirty-five percent (35%) of the EPO's individual plan health insurance premium.
    b. A retiree with six (6) years of county service but less than fifteen (15) years of county service shall be entitled to receive 5.5% of the EPO's individual plan health insurance premium costs for each year of county service.
    c. A retiree with fifteen (15) or more years of county service shall be entitled to ninety percent (90 %) of the EPO's individual plan health insurance premium costs.
    d. A retiree choosing any plan offered by the Board of Education other than the EPO individual plan will receive an equal amount of money as the percentage generated by the EPO individual plan health insurance premium to which the retiree is entitled.
    e. Dependents will be covered in accordance with the plan the retiree is enrolled in.
    f. The retiree may continue health insurance for his/her spouse with the Board by paying 100% of the cost of the coverage.
2. A retiree shall pay the share of any portion of the premium for health insurance that is not subsidized by the Queen Anne's County Public Schools under this agreement.
3. The provisions of this section shall apply to any unit member retiring on or after 30 June 2007.

4. Nothing in this provision shall constitute a guarantee that the board will make contributions towards retiree health insurance benefits in the same amount as the level of contributions made towards health insurance for active employees, nor shall this provision be construed to prohibit the board and Queen Anne's County Administrative and Supervisor Association through the collective bargaining process from increasing or reducing from time to time the percent of contributions towards health insurance premiums which it is obligated to make on behalf of retirees, even if the effect of such increase or reduction of contributions results in a change in the level of health insurance benefit enjoyed by the retirees or an increase in co-pays or premium contributions made by the retirees.

FULL BENEFIT CALCULATION

Years of County Service	Percent of premium subsidized
5	35.0
6	40.5
7	46.0
8	51.5
9	57.0
10	62.5
11	68.0
12	73.5
13	79.0
14	84.5
15	90.0

17.5 Flexible Spending Account
The Board of Education shall establish and maintain a Section 125 plan, which includes medical reimbursement and dependent care assistance flexible spending accounts.

ARTICLE XVIII
SEVERANCE OF EMPLOYMENT

18.1 It is an expectation that a member severing employment will submit a letter of resignation or retirement, with not less than thirty calendar days' notice, to their immediate supervisor with a copy to the Department of Human Resources. Any separation prior to the completion of the employee's current contract is at the discretion of the Superintendent. Exceptions must be approved by the Superintendent. Consideration will be given by the Superintendent for promotion opportunities.

ARTICLE XIX
EVALUATION

19.1 Each member of the Association will have a formal evaluation of his/her professional responsibilities of the school year performed by the Superintendent or his/her designee no later than September 1st.

ARTICLE XX
DISCIPLINE/DUE PROCESS RIGHTS

20.1 Prior to making a recommendation for suspension without pay or discharge, an investigation will be conducted and the affected employee will be given notification of the charges and an opportunity to respond. Members subject to discipline of suspension without pay or discharge shall be notified in writing of the action being taken against them, the reason for such action and be afforded full due process rights as stipulated under the provisions of §6-202 of the Education Article of the Annotated Code of Maryland.

20.2 A member subject to a letter of reprimand shall receive notice of the concern or allegation with supporting information from the immediate supervisor and be provided an opportunity to respond. The member may respond to the reprimand with a written rebuttal, which shall be attached to the letter of reprimand.

ARTICLE XXI
RIGHTS AND PRIVILEGES

21.1 The Association will be provided with access to minutes of official Board meetings as soon as possible after such meetings.

21.2 The Board agrees to permit the Association to use school facilities and equipment, under the following conditions:

1. Permission is secured from the Board.
2. The Association will pay for the cost of all materials and supplies.

21.3 Upon request, the Association will be provided with the names of all new and retiring employees as soon as such information is available.

21.4 The Association will have the right to have placed in the superintendent's packet for all new employees a letter prepared by the Association which informs said employees that the Association is recognized as the exclusive representative for all administrative and supervisory employees in the Queen Anne's County school system.

21.5 Subject to the provisions of this Agreement, the Board reserves and retains full rights, authority and discretion in the proper discharge of its duties and responsibilities to control, supervise, and manage the county schools under existing laws, rules, and procedures; to determine the educational policies and programs of the county school system; and to prescribe rules and regulations for the conduct and management of the public schools.

21.6 Upon written request of the president of the Association, representatives of the Association may be released from professional duties by the Superintendent for Association business. If absence requires an acting administrator, the Association will bear the cost. Notice of such absence shall be given as far in advance as reasonably possible to the employee's immediate supervisor.

21.7 Use of the Board's electronic communication system by the Association for official Association business is permitted with prior approval by the Superintendent or his/her designee.

ARTICLE XXII
DEDUCTIONS FROM SALARY

22.1 Upon request, the Board will provide the Association with a list of those employees from whom dues were deducted.

22.2 403b and 457 Plan Programs - A list of companies authorized to offer approved qualified plan products to the employees of the Board will be made available to all employees by September 1 of each fiscal year beginning July 1.

22.3 The Board and Association assume no financial obligation arising out of the provisions of this subsection.

ARTICLE XXIII
TERM OF AGREEMENT

Effective Dates of Agreement:
The Queen Anne's County Administrators and Supervisors Association and the Board of Education of Queen Anne's County in accordance, with. Part l, Title 6. Subtitle 4, Section 6-408 under the Education Article, Annotated Code of Maryland, hereby enter into this Agreement for all certificated employees concerning salaries, wages, hours, and other working conditions for the period beginning July 1, 2021 and ending June 30, 2022.

This Document constitutes the entire agreement between both parties. IN WITNESS WHEREOF, the parties hereunto set their hands and seals this twenty-third of June, 2021.

BOARD OF EDUCATION OF QUEEN ANNE'S COUNTY	**QUEEN ANNE'S COUNTY ADMINISTRATORS AND SUPERVISORS ASSOCIATION**
By:	By:
President, Board of Education of Queen Anne's County	Representative, Queen Anne's County Administrators and Supervisors Assoc.
By:	By:
Superintendent of Schools, Queen Anne's County	Representative, Queen Anne's County Administrators and Supervisors Assoc.
By:	By:
Negotiating Team, Board of Education of Queen Anne's County	Representative, Queen Anne's County Administrators and Supervisors Assoc.
By:	By:
Negotiating Team, Board of Education of Queen Anne's County	Representative, Queen Anne's County Administrators and Supervisors Assoc.
By:	By:
Negotiating Team, Board of Education of Queen Anne's County	Representative, Queen Anne's County Administrators and Supervisors Assoc.