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ARTICLE I
GENERAL PROVISIONS

1.1 MEMORANDUM OF UNDERSTANDING

In accordance with §6-510**,** of the Education Article to the Annotated Code of Maryland, the Board of Education of Frederick County **(**hereinafter referred to as the "Board") recognizes the Frederick Association of School Support Employees (hereinafter referred to as "FASSE") as the sole and exclusive representative of nonsupervisory educational support employees, as defined herein.

The purpose of this document is to reduce to writing and memorialize the understandings of the parties with respect to salaries, wages, hours, and other working conditions. The document is an understanding between the Frederick County Public School (FCPS) system and the Frederick Association of School Support Employees (FASSE). The signing of these understandings by the parties indicates the intent of the staff to uphold what has been written. This understanding shall be in effect from July 1, 2020, to June 30, 2023.

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 school system.

1.2 DEFINITION OF TERMS

A. The term educational support employee(s), as used in this Agreement, refers to those positions designated by the Board as nonsupervisory educational support**,** in accordance with the requirements of § 6-501 et seq. of the Education Article. The rights, duties, and terms of employment of a nonsupervisory educational support employee temporarily assigned to a supervisory position shall be governed by the supervisory support agreement, but only for the duration of such temporary assignment.

B. Unit Members - The term "unit members," when used in this Agreement, shall hereinafter refer to all nonsupervisory educational support employees.

C. Association - Frederick Association of School Support Employees (FASSE).

D. Board - Board of Education of Frederick County and designated representatives.

E. Superintendent - The Superintendent of the Frederick County Public Schools or designee.

F. Seniority - Seniority is defined as the length of all continuous, regular service in the Frederick County Public Schools since last date of hire.

G. Transfer - A transfer is moving from one job site to another job site at an equivalent pay grade. A job site with multiple buildings is considered one

job site.

H. Grievant - A unit member making the claim.

I. Grievance - A complaint by an employee, or, in the event of an action affecting Association rights, the Association, concerning the interpretation, application, or alleged violation of an expressed provision of this Agreement.

ARTICLE II
ASSOCIATION/BOARD RELATIONS

2.1 RECOGNITION

FASSE, an affiliate of the Maryland State Education Association (MSEA) and the National Education Association (NEA), is recognized as the support employee organization representing nonsupervisory educational support employees in all matters that relate to salaries, wages, hours and other working conditions.

For the duration of this Agreement, the rights and/or privileges enumerated in Article II shall not be granted to any other organization seeking to become the nonsupervisory educational support employees bargaining agent of the nonsupervisory employees.

2.2 NONDISCRIMINATION

Neither the Board nor FASSE shall discriminate against any educational support employee in the application of the terms of this Agreement by reason of nonmembership or membership in FASSE or participation in any of its lawful activities.

The Association and the Board agree that they will not illegally discriminate against any educational support employee based on the following protected classes under Maryland and federal law: race, religion, color, ancestry, national origin, marital status, gender identity, age, pregnancy disability, sexual orientation, genetic information, hair texture and hair styles.

No educational support employee will be prevented from wearing pins or other identifications of membership in FASSE as long as such action does not interfere with the safe conduct of his or her job duties or violate federal and state health and safety standards.

2.3 USE OF FACILITIES/ACCESS TO BUILDINGS

FASSE officers, members**,** and employees will have access to all school buildings and to all educational support employees provided that the exercise of this right in the reasonable view of the administrator/manager will not interfere with effective school operation or the employee's work assignment.

Upon completion of application of the appropriate form by the FASSE president~~,~~ and approval of the building principal/manager and the facilities planner, FASSE will

have the right to use any Board facility without cost at reasonable times.

2.4 BULLETIN BOARDS

The Association building representative and administrator/manager will designate adequate space in each Board building for the purpose of posting FASSE notices, circulars, newsletters, and other FASSE business materials. Copies of such materials will be given to the administrator/manager, but advance approval will not be required.

2.5 COMMUNICATIONS

A. In compliance with FCPS policy and regulation, all FASSE members will have the right to use the interschool mail/email to distribute official FASSE notices, circulars, newsletters, and all other FASSE approved correspondence. FASSE communications are to be sent during non-work time and use of the FCPS key communicator distribution lists is not to be used for FASSE-generated information. Lunch or break time is considered non-work time.

B. The Board shall provide daily courier service to the area designated by the Association as its headquarters as long as said headquarters is on or near an established courier route.

C. The Association may request to be placed on the agenda at all orientation programs for all educational support personnel. The request will not be unreasonably denied.

D. The Association will have the right to have placed in the packet for all new unit members a letter prepared by the Association which informs said members that the Association is recognized as the exclusive representative for all educational support employees in the FCPS system.

2.6 PURCHASE OF SUPPLIES

Upon request of the FASSE president, supplies for the organization may be purchased from FCPS.

2.7 SUPPORT EMPLOYEE LISTS

A. As soon as possible, but no later than August 1 of any fiscal year, the Board shall provide the Association with a list of all regular nonsupervisory and nonbenefited support employees, which shall include their name, pay location, salary, position, and job title as well as monthly updates of new, retired, resigned, or disabled employees.

B. The Department of Human Resources will provide FASSE with:

1. Current support personnel vacancy announcements**;**
2. A copy of the food service manual**;**
3. A copy of the bus driver's handbook**;**
4. A copy of the current maintenance manual or handbook**;**

5. A copy of the current operations manual or handbook**;**
6. Monthly list of sick leave bank members**;**
7. Copies of Board policy that affect educational support employees**;** and
8. A nonconfidential staff directory.

C. A copy of this Agreement will be made available to each nonsupervisory support employee in the negotiating unit by the Board.

2.8 FASSE OFFICIALS & BUILDING REPRESENTATIVES

FASSE will provide the Board with a list of current FASSE officers, board of directors, and building representatives by October 1. FASSE will update the Board promptly with any changes covered by this paragraph.

FASSE building representatives will have the right to schedule meetings of its members before or after duty hours. FASSE will obtain approval from managers or principals when requesting to schedule meetings or speak at staff meetings. The request shall not be unreasonably denied.

2.9 BOARD MEETINGS

A copy of the Board agenda will be sent to the FASSE president prior to all Board meetings and the FASSE president will be given copies of the minutes of official Board meetings when they are distributed.

The Association may request and shall be given a place on the agenda of regular Board meetings for brief reports and/or announcements. Upon appropriate request, the president or designee shall be recognized to state the Association's position when matters relating to wages, salaries, hours, and other working conditions are being discussed.

2.10 PAYROLL DEDUCTIONS

A. The Board agrees to deduct from the salaries unified membership dues for Frederick Association of School Support Employees (FASSE), the Maryland State Education Association (MSEA), and the National Education Association (NEA) as said educational support employees individually and voluntarily authorize to deduct through an appropriate written authorization form prepared by the Association and approved by the Human Resources/Finance Departments. The Board agrees to transmit such monies promptly to the Association.

1. Deductions shall be made in twenty (20) equal installments beginning in September and ending in June of each year. For new enrollees**,** deductions shall be made in sixteen (16) equal installments beginning in November. The Board will not be required to honor any authorizations that are delivered to it later than fifteen (15) working days prior to the distribution of the February payroll.

2. The Association will certify to the Board**,** in writing**,** the current rate of membership dues. The Association will give the Board thirty (30) days

written notice prior to the effective date of any change in the rate of dues.

3. No later than March 15 of each year, the Board will provide the Association with a list of those educational support employees from whom dues were deducted on the January payroll.

4. In the event that an educational support employee terminates employment, the Board shall deduct the balance of the unpaid dues for the current membership year from the support employee's final paycheck and transmit these dues promptly to the Association.

B. Payroll deductions will be made for member contributions to the Maryland State Retirement System.

C. Payroll deductions are available at the request of the individual for Board approved tax-sheltered annuities, charitable organizations as approved by the Association and the Board, the Frederick County Employee Credit Union, the cost of family insurance coverage, and FASSE-MSEA-NEA voluntary political action contributions (PAC).

2.11 PERSONAL DRESS

Educational support employees of FCPS should dress in a manner which is appropriate for the work to be done in their assigned positions.

2.12 PERSONAL LIFE

The personal life of an educational support employee is not within the appropriate concern or attention of the Board except as it may affect the employee's role and responsibility, and the efficient, safe performance of assigned functions during the workday.

ARTICLE III
EMPLOYMENT CONDITIONS

3.1 CATEGORIES OF EMPLOYMENT

PROBATIONARY EMPLOYEES

A. New educational support employees shall be regarded as probationary employees. This initial probationary period shall extend for one (1) year beginning with the first day of employment. Any absence during the probationary year in excess of twelve (12) days will extend probation by a corresponding number of days. If a probationary employee works beyond a six (6) month period, feedback about performance will be given by the immediate supervisor.

B. Probationary employees are at-will employees, and may be terminated during the one (1) year probationary period, and still be entitled to the administrative appeal process.

C. Any action taken by the Superintendent or designee with respect to such employees during the probationary period shall be final. The discipline policy does not impair or limit the Superintendent's authority under this article.

D. Probationary employees shall not be eligible to belong to the sick leave bank.

E. Probationary employees will receive a copy of their job description. Educational support employees will be assigned by the Department of Human Resources in cooperation with the respective director, supervisor, or manager and in accordance with the provisions of this Agreement.

F. Probationary employees are not eligible to apply for vacancies during their probationary period.

REGULAR EMPLOYEES

A. A regular full-time, twelve-month assignment is a position which has been created by the Board with the anticipation that it will be necessary to maintain the existence of the position on the full-time year-round basis. The work year for a twelve-month position begins July 1 of one year and ends on June 30 of the following year.

B. A regular full-time, ten-month assignment is a position which has been created by the Board with the anticipation that it will be necessary to maintain the existence of the position during the months schools are in session for students.

C. A regular part-time assignment is a position less than full-time. If a support employee works 50% or more of the normal work week of a person in their particular position, such educational support employee is eligible for all benefits offered to full-time educational support employees.

D. An assignment letter shall be issued to each educational support employee on an annual basis. An assignment letter shall also be issued any time a change of employment status occurs.

E. The assignment letter shall include the following: employee's location, hourly rate of pay, yearly salary, grade and step on pay scale, and total hours worked per year.

TEMPORARY EMPLOYEES

A. Temporary employment assignments are created as needed and expected to be of brief duration not to exceed one assignment year. Temporary employees are considered at-will and may be terminated at any time without cause and are not entitled to leave benefits, retirement membership, or insurance coverage. When an employee's temporary position is extended to a second consecutive year of employment, it will be included in the Superintendent's yearly budget as a regular benefited position and subject to adoption and contingent on final funding of the Board's budget.

B. **E**ffective July 1, 2011, all past agreements, memorandums, and practices

regarding temporary employees shall be considered null and void, which includes but is not limited to special education instructional assistants, food service, and temporary employee positions.

3.2 EVALUATION

Support employees shall be evaluated on evaluation forms consistent within their classification by the appropriate first-line supervisor:

A. Purpose - The parties agree that the primary purpose of the evaluation process **is** to identify and improve employee performance by utilizing assessment procedures coupled with recommendations for improvement.

B. With the exception outlined in "C," educational support employees shall be evaluated at least annually prior to the end of the employee's school year. Evaluations will be completed in accordance with the following timelines, unless extenuating circumstances exist:

- 10-month employees by June 1
- 11-month employees by July 1
- 12-month employees by August 1

Evaluations may be deferred when an employee has worked less than half of the school year. The evaluation process will be communicated to employees upon being hired. Supervisory personnel will be trained concerning the evaluation process.

C. Educational support employees working in the same assignment for at least three (3) consecutive years who have satisfactory performance may be evaluated every other year at the discretion of the supervisor.

C. The evaluation form must be signed electronically by the educational support employee (to indicate receipt), and by the evaluator. The educational support employee shall be given a copy of the completed evaluation form. The educational support employee may request a conference to discuss the evaluation prior to placement of the evaluation in the personnel file (and/or Employee Self Service).

E. Comments - The employee shall have the right to provide any comments he/she wants to attach to the evaluation materials**,** and if the employee declines to sign acknowledging that he/she has read the evaluation, it will be placed in the file with a statement to that effect.

F . When an employee is subject to feedback regarding performance or any other work-related matter, no employee shall be disciplined or communicated with in a disrespectful or unprofessional manner.

3.3 DISCIPLINARY ACTION - NOTIFICATION

Employees subject to discipline of suspension without pay or discharge shall be provided notice of the charges including the rationale of the decision. The employee will be provided an opportunity to respond and will have the right to representation

at the hearing/meeting where disciplinary action is being issued. The employee may appeal such action with union representation pursuant to §4-205(c), of the Education Article, of the Annotated Code of Maryland.

3.4 GRIEVANCE PROCEDURE

GRIEVANCE - A complaint by an employee, or, in the event of an action affecting Association rights, the Association, concerning the interpretation, application, or alleged violation of an expressed provision of this Agreement.

PURPOSE - The purpose of this procedure is to secure, at the lowest possible level, equitable solution to the problems which may, from time to time, arise affecting educational support employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

A. An educational support employee, including a probationary employee, who elects to grieve or file a complaint alleging violation of the Agreement, shall proceed under this section.

B. Grievance forms shall be developed jointly by the Superintendent and FASSE.

C. The employee shall have the assistance of a member of FASSE as a representative in steps 2, 3, and 4 if the employee chooses. The member may use Association and/or personal leave to serve as the employee's representative. The employee may have the assistance of affiliate's legal counsel as a representative in step 4.

D. Witnesses required by the school system to testify at a grievance hearing conducted during the employee's normal working hours will be given time off without loss of pay.

E. Grievance Process

Step 1. Informal Review
An educational support employee with a grievance shall first discuss it with the principal or immediate supervisor directly, the objective being an informal resolution of the matter. The employee shall request an informal meeting with the person who is the immediate supervisor within ten (10) working days, of the grievable event. The immediate supervisor must hold an informal meeting with the employee within three (3) working days of the request. The immediate supervisor shall respond to the employee within five (5) working days of the meeting.

Step 2. Formal Review
If the employee is not satisfied, or if no decision is rendered within five (5) working days of the meeting, the employee may obtain further formal review by filing a completed grievance form with the immediate supervisor. Such grievance must be in writing and must state specifically that this grievance procedure is being invoked. This filing must be received by the immediate supervisor within five (5) working days of the immediate supervisor's

response or, if there is no response from the immediate supervisor, within ten (10) working days of the initial request for an informal meeting. The immediate supervisor shall hold a hearing within five (5) working days of receipt of the written grievance and render a written decision within five (5) working days of the hearing. The educational support employee may appear alone or with a representative from the Association.

Step 3. Appeal

If the employee is not satisfied, or if no decision is rendered within five (5) working days of the hearing, the employee may obtain further review by appealing the matter to the manager/director of the division. The director will involve intermediate levels of supervisors not considered in step 1 or step 2, and the senior human resources manager. This appeal must be in writing and received by the director of the division within five (5) working days of the immediate supervisor's response or, if there is no response from the immediate supervisor, within ten (10) working days of the date of the appeal filed under step 2. The director of the
division shall hold a hearing within five (5) working days of receipt of the appeal and render a written decision within five (5) working days of the hearing.

Step 4. Final Appeal

If the employee is not satisfied, or if no decision is rendered within five (5) working days of the request, the employee may obtain further review by appealing the matter to the Superintendent. This appeal must be in writing and received by the Superintendent within five (5) working days of the step 3 response or, if there is no response within ten (10) working days of the appeal filed under step 3. The Superintendent shall hold a hearing within ten (10) working days of receipt of the appeal and render a written decision within ten (10) working days of the hearing.

Step 5. Arbitration

If the aggrieved person is not satisfied with the disposition of the grievance at step 4, or if no decision has been rendered within ten (10) working days after the grievance was received by the Superintendent, the unit member may, within fifteen (15) working days after receipt by the Superintendent, request, in writing, that the Association submit the grievance to arbitration. If the Association determines that the grievance has merit, it may submit the grievance to arbitration no later than forty (40) days after receipt by the Superintendent. If the Association fails to serve such notice of its intention to arbitrate within this time limitation, the grievance shall be considered settled. No individual employee shall have the right to invoke this arbitration procedure.

Selection of Arbitrator

1. If the Association and the Board are unable to agree upon the selection of an arbitrator within seven (7) calendar days after the Association's notice of an appeal to arbitration, the Association shall submit the grievance to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association.
2. The jurisdiction of the arbitrator shall be confined to the express

provision(s) of this Agreement at issue between the Association and the Board. The arbitrator shall have no authority to modify any provision, or to hear or decide on more than one grievance without the mutual consent of the Board and Association. The decision of the arbitrator shall be binding on the grievant, the Association, and the Board.

3. The Association and the Board shall each bear their own expenses and share the cost of the arbitrator.

F. The timeliness in this section for filing requests for informal meetings and appeals and for the convening of hearings and rendering decisions may be extended only at the mutual consent of the grievant, FASSE, and the Board designee.

G. The Board and the Association will jointly schedule grievance hearings which are mutually convenient. No reprisals of any kind shall be taken by the Board or by any member of the administration against any aggrieved person, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent or designee and the Association.

All meetings and hearings under this procedure shall not be conducted in public and shall include only the grievant(s), the principal or supervisor, the Superintendent, their designated representatives, and relevant witnesses.

3.5 PERSONNEL FILE

Material of a negative or derogatory nature must be shown personally to the educational support employee prior to placement in his or her personnel file. The file copy must be signed by the educational support employee to indicate that the employee has seen it.

An educational support employee shall have the right to place a signed, dated response to any derogatory material placed in his or her personnel file.

Educational support employees have the right, by appointment, to review materials in their personnel files. This review shall not include confidential material such as reference letters or information received in the course of initial employment. Educational support employees can have an officer of FASSE present during the review.

Material related to the grievance procedure will not be placed in the educational support employee's personnel file except as the grievance decisions affect the employee's terms or conditions of employment or if agreed to by the employee.

When termination of an educational support employee occurs, no documents or other materials of a negative nature except those that relate to the reasons for termination shall be placed in the personnel file of said employee.

3.6 ANNOUNCEMENT OF VACANCIES

In the event there is an opening for a regular position within the unit, the Board will post notices of such vacancies for a period of at least seven (7) workdays on appropriate bulletin boards.

The hiring process of all new and vacant positions shall be advertised for seven (7) workdays. A unit member desiring to be considered for a vacancy must apply for the specific vacancy by the specific deadline. The posting shall include the school/work site, location, and hours of the position when known at the time of the posting. In determining the selection of the successful candidate, the Board will consider such qualifications as: skills, abilities, experience, length of service, and overall needs of the school system. The intent of this language is to ensure a fair and consistent hiring practice in hiring the best qualified candidate and in no way is meant to compromise the legal right of the Superintendent to hire personnel as the needs of the school system may require.

The Board encourages qualified internal candidates to apply for vacancies.

In the event of unique and extenuating circumstances, the process for posting a vacancy may be modified upon mutual agreement of the FCPS Human Resources staff and a FASSE Uniserv Director.

3.7 VOLUNTARY TRANSFERS

A. Unit members who desire a voluntary lateral transfer are required to submit a Transfer Request form to the Human Resources Support Office between March 1 and May 31 of each year to take effect the following school year. Employees may select up to ten (10) locations. The transfer list will remain in effect for a period of one (1) school year or until exhausted.

B. Eligibility

Non-probationary unit members are eligible for one (1) transfer during the identified school year.

Probationary employees hired during the identified school year may be placed on the following year's transfer list provided they have completed at least one (1) year of service on or before June 30 and have satisfactory work performance.

C. In determining the selection of the successful candidate, the Board will consider such qualifications as: skills, abilities, length of service, and the overall needs of the school system. The intent of this language is to ensure a fair and consistent practice in transferring the best qualified candidate and is in no way meant to compromise the legal right of the Superintendent to transfer personnel as the needs of the school system require.

D. The increase in time of a part-time support employee to a full-time position on the same pay schedule at the same job site or transfer within the same department is not considered a transfer provided that the new position is essentially the same as the current assignment.

E. Educational support employees who have been transferred involuntarily are not limited in their eligibility for a transfer or promotion.

3.8 INVOLUNTARY TRANSFERS

A. The Superintendent or designee may involuntarily transfer employees~~,~~ as the needs of the schools require.

Generally, an employee will receive in writing ten (10) days in advance that they will be involuntarily transferred. If requested, the employee, within five (5) days, will be given the reasons for the transfer.

B. Where it is necessary to select a unit member for transfer where a transfer has not been requested and the transfer results from a reduction in the number of employees in a program or at a worksite, the following criteria may be considered. Such criteria are to ensure a fair and consistent practice and is in no way meant to compromise the legal right of the Superintendent to transfer personnel as the needs of the school system require.

1. Volunteers may first be sought from that work location.

2. Unless deemed essential to an assignment based on skills and abilities, any probationary unit member(s) assigned to that location in the unit member assignment affected may be selected~~,~~ with the least senior probationary unit member being transferred first.

3. Should the previous steps not satisfy the required number of transfers, the senior human resources manager may select individuals to be transferred and consider skills, abilities, and length of service.

4. Unit members designated as involuntary transfers may be reassigned ahead of unit members requesting voluntary transfers, unit members returning from leaves of absence without pay, or new hires in the affected category.

3.9 PROMOTIONS

A promotion is a change to a higher hourly rate from the previous position. In determining the selection of the successful candidate, the Board will consider such qualifications as~~:~~ skills, abilities, experience, length of service**,** and overall needs of the school system. The intent of this language is to ensure a fair and consistent promotional practice in promoting the best-qualified candidate and in no way is meant to compromise the legal right of a Superintendent to promote educational support personnel.

When a position becomes available that would cause a promotional opportunity

within a particular department, that position may be filled by a qualified regular employee in that particular department as determined by the manager. Active, paid, professional experience**,** including paid leave, will be incorporated toward the experience considered~~;~~ when a promotional opportunity occurs for a lead or assistant lead position.

Employees selected and interviewed for promotional positions shall receive notification of the outcome within ten (10) working days of when the job is accepted by the successful candidate.

3.10 BUS DRIVER TRANSFER REQUESTS

When bus drivers request to make a lateral move for route selection, the Board will consider such qualifications as skills, abilities, experience, seniority, a safe and suitable location to park the bus**, that** is within reasonable distance of the route, and the overall needs of the school system.

The intent of this language is to ensure a fair and consistent practice in transferring the best-qualified candidate and in no way is meant to compromise the legal right of the Superintendent to transfer educational support personnel.

3.11 REDUCTION IN FORCE

Board decides which positions and budget category(ies) will be affected by a reduction in force. Absent extenuating circumstances, the Board will provide affected educational support employees and the Association thirty (30) days~~'~~ notice of its intent to layoff employees.

Prior to any layoff or reduction in force, a seniority list will be developed.

Seniority as used in this section shall mean seniority based on continuous benefited employment within the Frederick County Public School system.

If two (2) or more educational support employees have the same length of service, they shall be ranked in order of their first day of continuous regular employment and then, if necessary, by lot.

Temporary and probationary educational support employees in the affected category will be separated before any regular employees are reduced.

The reduction of permanent educational support employees within an affected category shall be made after consideration of an employee's seniority, work performance, skills**,** and abilities.

Interruption of service - Seniority shall continue to accumulate while an educational support employee is on an approved leave of absence or on layoff of less than one (1) year.

Regular food service educational support employees employed prior to July 1, 1993, will not be reduced in hours or salary in the last three (3) years prior to retirement, as verified by the Human Resources Department. It is understood that it may be necessary to involuntarily transfer the food service employee in order to

fulfill this commitment. This benefit applies only as long as the educational support employee continues to maintain employment with the school system and does not impair or affect the school system's authority to institute a reduction in force or terminate for other reasons such as performance or conduct.

When food service work hours must be reduced, volunteers willing to work fewer hours will be sought before educational support employees are transferred.

3.12 RECALL

Educational support employees who are laid off due to a reduction in force will be placed on a recall list and will be recalled based on the date of layoff. The most recently laid off educational support employees will be the first to return. Only those persons who are qualified will be considered for a given vacancy.

Educational support employees who have been laid off will remain on the recall list for a period of one (1) year. If any of those on the list declines a job offer, he/she will be removed from the recall list.

An individual who is offered recall must indicate within seventy-two (72) hours after being notified whether or not he/she accepts the position offered and must be available to return to work within thirty (30) days.

During a period of layoff, no individual will be hired to fill a position of any grade and qualification of an individual on layoff unless such person declines the recall or is no longer on the recall list.

Unit members recalled under these provisions shall have restored to them all previously accrued sick leave and personal leave. Uncompensated annual leave will also be restored to twelve-month employees, if restored to a twelve-month position.

The Board and the Association recognize that appropriate governmental agencies which have jurisdiction may promulgate rulings and/or regulations that may impact this section. If such rulings or regulations cause any provisions to be in conflict, the parties shall meet within ten (10) days for the purpose of renegotiating only the provision(s) held to be contrary.

3.13 SEVERANCE OF EMPLOYMENT

RETIREMENT

An educational support employee desiring to retire shall complete the appropriate documentation and submit to human resources specifying the retirement date.

The retirement coordinator shall confer with the retiring educational support employee and offer assistance to the educational support employee in completing the required forms for retirement. The senior human resources manager shall notify FASSE of educational support employee retirements.

Requests for confidentiality of retirement decisions of employees will be honored.

3.14 DUTIES

Written job descriptions shall be available to the educational support employee by contacting the Human Resources Department. Any changes to existing job descriptions will be communicated to the impacted employee and to FASSE.

3.15 WORK SCHEDULE

A. WORK WEEK

1. The work week for full-time instructional assistants, special education instructional assistants, secretaries, clerical support, sign language interpreters, and user support specialist employees is thirty-five (35) hours. However, adjustments to the work week schedules may be made to support the needs of the program or department.

2. The work week for full-time custodial, maintenance, inspectors, printing department, and warehousing support employees is forty (40) hours. However, adjustments to the work week schedules may be made to support the needs of the program or department.

3. The work week for full-time school bus drivers and bus assistants is forty (40) hours.

4. The work week for most full-time food service employees is:

Food Service Employee	Thirty-five (35 hours)
Food Service Site Assistant	Thirty-five (35 hours)
Food Service Assistant Manager	Thirty-five (35 hours)
Satellite Drivers	Thirty-five (35 hours)
Food Coordinator	Thirty-five (35 hours)

5. Food **s**ervices **a**ssistant **m**anagers, **s**ite **a**ssistants, and benefited hourly workers; daily work hours will be adjusted based on participation. A notice of new assignment will be made available in Employee Self Service. Benefited employees who fall below benefit status will be transferred to another benefited position within Food Services.

B. WORK YEAR

1. Unless otherwise stated, the work year for ten-month employees is one hundred eighty-eight (188) days. Additional workdays beyond 188 will be compensated at a per diem rate.

2. The work year for ten-month secretaries and instructional assistants is one hundred eighty-nine (189) days.

3. The work year for eleven-month secretaries is two hundred and eight (208) days.

4. The work year for most twelve-month secretaries, clerical, and printing support employees is two hundred forty-three (243) days.

5. The parties shall meet and negotiate prior to making any permanent changes to the work year.

6. The work year for full-time custodial, operations, maintenance, inspectors, and warehousing support employees is two hundred sixty (260) days.

7. The work year for full-time school bus drivers and bus assistants is the same as student days.

8. The work year for a full-time vehicle mechanic is two hundred sixty (260) days.

9. The work year for full-time food service* employees is:

Food Service Employee	182 days
Food Service Site Assistant	182 days
Food Service Assistant Manager	183 days
Satellite Drivers	182 days
Food Coordinator	243 days

** Food service employees shall be compensated at their hourly rate if called in during the summer break.*

10. The Board may assign employees additional workdays beyond the work year to be compensated on a per diem basis.

C. SIGN LANGUAGE INTERPRETERS

1. Interpreters who are assigned to a school will work the normal work hours for school-based employees.

2. Interpreters may be assigned to a different school to meet the needs of the interpreting department during school hours.

3. All interpreters who provide interpreting services shall be paid a minimum of two (2) hours at their hourly rate for any work or school activities or related services that is outside the normal work day.

4. FCPS agrees to pay interpreters a two-hour minimum in the event of an assignment cancellation or no-show for weekend assignments or after-school assignments of less than 24-hour notice.

5. All sign language interpreter's current certificates shall be recognized by FCPS. If there are any future changes to requirements, then FCPS will facilitate training through the tuition reimbursement process.

6. All interpreter assignments that require evening or weekend work

shall be made available to all interpreters. Interpreters will be selected based on seniority and the needs of FCPS to ensure the interpreter has the skills necessary for the assignment.

7. It is the practice of FCPS to assign co-interpreters in school-based assignments when practicable.

3.16 HAZARDOUS WORK CONDITIONS

The Board agrees that it shall make every effort to maintain safe, sanitary, healthful working conditions and shall comply with state and federal regulations pertaining to such issues.

Should an employee feel that a safety problem exists, he/she should report it immediately to his/her immediate supervisor. An inspection will be made as soon as possible. The employee involved shall be advised of the results of the inspection. The Board will continue to provide and maintain safety equipment and stress the importance of safe conditions.

3.17 BREAKS AND LUNCH

Unless otherwise mutually agreed upon between the supervisor and the food service employee, food service employees who work at least five and one-half (5.5) hours per day or more shall be provided a continuous, uninterrupted, 30-minute, duty-free lunch. Lunch schedules may be adjusted when emergencies arise. A place, where possible, away from the work station will be provided for a duty-free lunch. All food service employees are entitled to a lunch or any component of a daily menu at the cost of the meal components. The food should be consumed on site and should not be removed from the building. This will not remove an optional food item for students.

All non-supervisory educational support employees working four (4) or more consecutive hours daily shall be provided one 15-minute break, and employees who work seven and one-half (7.5) hours or more daily shall be entitled to a second 15-minute break during the day (see chart below). The scheduling of this break will be at the discretion of the manager or designee with the limitation that it must be scheduled during the duty day. In the event of an emergency, breaks may be denied. Employees may not use break time to adjust the start and end times of their daily work schedule.

# OF HOURS	LUNCH TIME (UNPAID)	BREAK TIME (PAID)	TOTAL TIME @ WORK
4+	ONE 30-MINUTE DUTY FREE	ONE 15-MINUTE	4.5 HRS @ WORK
7	ONE 30-MINUTE DUTY FREE	ONE15-MINUTE	7.5 HRS. @ WORK
7.5+	ONE 30-MINUTE DUTY FREE	TWO 15-MINUTE	8.0 HRS. @ WORK

ARTICLE IV
WAGES

4.1 SALARY SCHEDULES

Effective July 1, 2020, employees who were hired and active beginning on December 31, 2019, will receive a step/increment on their appropriate salary scale of the existing salary schedule. An $800 stipend will be provided to those employees at the top of the scale who would not otherwise see an increase.

Additional information regarding salary schedule can be accessed through the FCPS Human Resources Department.

Salary compensation for all employees shall be paid by direct deposit to a financial institution designated by the employee.

The same percentage for cost of living, educational support employee increment, and equivalent percentage of augmentation granted to FCTA will be applied to the existing educational support salary scales.

All ten-month unit members will have the option of being paid in either twenty (20) installments or twenty-four (24) installments. All twelve-month unit members will be paid in twenty-four (24) installments.

1. In the event of unusual circumstances, a ten-month unit member who has elected to be paid the salary in twenty-four (24) installments may elect to have the balance due in the June paycheck. The request shall be submitted in writing fifteen (15) days prior to the scheduled pay date.

2. Distribution of paychecks shall be on the 15th, or the nearest preceding workday, and the last workday of each month.

4.2 OVERTIME

All overtime must be authorized in advance by the administrator responsible for the budgeted account, except in an emergency. All hours worked up to forty (40) hours per week shall be compensated at the regular rate of pay. Time and one-half will be paid or compensatory time granted at the employee's regular rate of pay for hours worked in excess of forty (40) hours per week.

For purposes of calculating overtime, time taken for annual, sick, or personal leave is not counted toward the forty (40) hours. In the event of emergency or unforeseen circumstances, an educational support employee called to work outside his or her regular work day shall be compensated for a minimum of two (2) hours at the rate of time and one-half regardless of any leave taken that week if the time period for which he/she is called to work is not an extension of his/her regular workday or an extension of the beginning or ending time of his/her shift. This applies only to the first time called each day.

If additional work hours are necessary at the beginning or ending time of a regular shift when the educational support employee would normally work, he/she will be paid only for the actual time worked providing the hours do not exceed forty (40)

hours per week.

Any work on a holiday shall be compensated at time and one-half the hourly rate of pay.

If funding is available at the employee's work site, the employee may request to receive time and one-half pay or compensatory time at time and one-half. Employees will have up to sixty (60) days to use any of their earned compensatory time from the day that they earned it.

Overtime When Working for Outside Organization
When an employee is scheduled to work on a Saturday or Sunday to provide support for an event scheduled by an outside organization, time and one half will be paid regardless of any leave taken that week**.** For calculating overtime, even if an employee has used annual, sick, personal, and/or holiday leave**,** or if FCPS determines that schools are closed for all employees said employees shall be paid time and one-half for performing work for an outside user group.

4.2aALLOCATION

Opportunities within a particular school or at a work site to work overtime will be offered among the
employees in the classification who are qualified**,** so that each employee has as equal an opportunity for earning overtime hours.

4.3 SALARY ASSIGNMENT IN A PROMOTION

A. When an employee is promoted to a higher grade, the employee will be placed on the new grade in accordance with the following:

    1. The employee shall be placed on the new grade at the next highest salary to his/her current salary, providing the increase is at least 6%.

    2. If the next highest step on the new grade does not equal at least 6%, the employee shall be placed at the next step on the new grade.

    In the event of a demotion, the above process is reversed (*i.e.*, employee will be placed on a new step and grade with decrease up to 6% varying with the number of grade reductions which are involved in the demotion).

4.4 TEMPORARY ASSIGNMENT IN HIGHER CLASSIFICATION

A support employee temporarily assigned to a higher paying position for more than seven (7) consecutive workdays will be paid the higher rate retroactive to day one (1) of the assignment until the temporary assignment ends. The employee will be placed on the new grade and step with a minimum increase of 6% to the overall hourly salary.

4.5 SHIFT DIFFERENTIAL

A. FCPS benefited employees regularly scheduled to work during the hours of a qualifying shift shall be paid a shift differential.

B. A qualifying shift means a permanent full-time or permanent part-time shift that starts between designated time periods of 2:00 p.m. and 1:00 a.m.

C. A qualifying shift should not be confused with a benefited employee's work schedule~~,~~ which is defined as the actual hours a benefited employee is scheduled to work.

D. The following work schedules are defined as qualifying for shift differential**,** because they fall within the designated time periods of a qualifying shift.

- Benefited employees who work a second or third shift for ten (10) months but transfer to the first shift during the summer.
- Second shifts that start at or after 2:00 p.m. will be paid a shift differential of $756 per fiscal year divided into twenty-four (24) pay periods.
- Third shifts that start at or after 10:00 p.m. will be paid a shift differential of $840 per fiscal year divided into twenty-four (24) pay periods.
- Effective Fiscal Year 2022, the shift differential for custodians will increase by $0.05 per hour.

E. A benefited employee who continues to work the second or third shift during the summer vacation months of June, July, and August will be compensated at a shift differential rate of $936 each fiscal year for second shift and $1040 each fiscal year for third shift. The shift differential compensation will be annualized and divided over twenty-four (24) pay periods.

F. FCPS will not pay a shift differential for a benefited employee whose work schedule does not start within the designated time periods of the qualifying shift**,** unless otherwise approved by the building principal and senior human resources manager.

G. A benefited employee who works the second shift and is paid a shift differential will continue to be paid the same shift differential even if the work schedule extends into the third shift~~,~~ which is paid at a higher shift differential.

H. If a benefited employee is assigned to second or third shift and it is not their regularly scheduled shift, in order to receive a shift differential~~,~~ said benefited employee must work second or third shift ten (10) consecutive workdays and compensation will be retroactive to the first day of the assignment. This payment will be processed by the senior human resources manager.

I. If a benefited employee is permanently reassigned to a nonqualifying shift during the fiscal year, all shift differential payments will end beginning with the first pay period after the reassignment.

ARTICLE V
HOLIDAYS

All nonsupervisory educational support employees whose work schedules include the following days should be entitled to the following duty-free days:

January 1 Martin Luther King, Jr. Day Presidents' Day Friday before Easter Memorial Day	July 4 Labor Day Thanksgiving Day and the day after December 24 December 25

When a holiday falls on a Saturday or a Sunday, the Friday before or the Monday following the holiday shall be taken as a holiday~~,~~ as determined by the Board. If an employee works on any of the above-listed holidays, he/she shall be paid time and one-half the hourly rate.

When employees work for an outside organization or user group on a Saturday or Sunday**,** paid holidays listed above are counted toward the forty (40) hour work week and will be paid time and one half for these hours.

The Board may designate alternate days for holidays in the event that extreme weather compels the Board to modify the student calendar. In this event**,** the Board will designate a different day as a holiday in which employees will be compensated per the holiday portion of this agreement. This will be limited to weather related calendar changes only.

ARTICLE VI
LEAVE PROVISIONS

6.1 NOTIFICATION

Normally, all leave will be requested and approved in advance. In the event that such notice is not practical, the employee shall notify his or her immediate supervisor one (1) hour in advance when he or she cannot be at work. Annual or personal leave must be approved in advance. Reasonable periods of restricted leave may be established by departments within FCPS. Notification of this restriction will be given to the employees within these departments in advance. The type of leave being requested should be stated when reporting an absence.

6.2 LEAVES WITH PAY

6.2a SICK LEAVE

A. During the first year of employment with FCPS~~,~~ and during each successive year thereafter, each regular ten-month and eleven**-**month educational support employee of the Board shall be entitled to ten (10) days sick leave~~,~~ the unused portion of which shall be accumulative. Twelve-month educational support employees shall be entitled to twelve (12) days sick leave, the unused portion of which shall be accumulative. Sick leave may be taken in one (1) hour increments and in fifteen (15) minute increments after the first hour. Such requests will not be unreasonably denied.

B. Educational support employees who draw upon their accumulated sick leave will have the number of days used deducted from their total days accumulated. Educational support employees whose sick leave has been

exhausted and who have been employed by the system for five (5) years or more may request that the Board consider advancing ten (10) days beyond their annual allotment (total of twenty [20] days) for one (1) year only.

Educational support employees will not be eligible to request and receive this grant more than once within a five (5) year period.

C. Sick leave may be used for personal illness, appointments with a health care provider**,** as well as the care of a family member. Family member is defined as a parent, child, sibling or partner, regardless of where they live. Members of the immediate household are also included. A qualified illness is a documented illness or infirmity that requires inpatient care in a hospital, hospice, or residential medical care facility. Additionally, the director of human resources shall authorize upon request and receipt of acceptable documentation the one-time use per eligible family member, by an educational support employee of accrued sick leave up to thirty (30) days, in the event that the educational support employee's parent or child living out of the immediate household is diagnosed with a terminal condition. Other sick leave requests for members of the family not living in the immediate household or in excess of that permitted for a parent or child shall be processed as personal leave.

D. Educational support employees who resign in good standing and return within two (2) years of their resignation date shall have all previous unused sick leave restored.

E. The sick leave bank 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 request**s**, and communicating its decision to the member and the senior human resources manager. The committee shall develop its rules of procedures and shall give wide distribution of said rules upon approval of the executive committee of the Association and the Superintendent.

F. Upon receipt of the decision of the sick leave bank committee, the senior human resources manager shall verify that the request is within the limits of the bank balance, that the applicant's accumulated sick leave has been exhausted, and that the applicant's illness is prolonged, catastrophic, incapacitating and personal. The decision of the sick leave bank committee shall be approved by the senior human resources manager**,** unless the decision of the sick leave bank committee is arbitrary or capricious. Upon issuance of such approval, the senior human resources manager shall forward the sick leave grant to the Payroll Department.

G. Any disputes arising from the Article shall be expedited through the grievance procedure provided herein**,** except that the American Arbitration Association's expedited labor arbitration rules shall govern the proceedings.

6.2b SICK LEAVE BANK

The sick leave bank rules and procedures will govern the administration of the sick leave bank for the duration of this Agreement. FASSE will have until April 30th of

each subsequent year to submit the sick leave bank rules and procedures for a word-by-word review by its counsel. The sick leave bank rules and procedures are attached to this Agreement as Appendix B.

6.2c ANNUAL LEAVE

Full-time twelve-month educational support personnel employees shall have ten (10) working days of annual leave entitlement through their fifth year of employment with the Board.

Beginning in the sixth year of employment, such employees shall receive fifteen (15) working days annual leave. Employees beginning the eleventh year or above shall receive twenty (20) working days annual leave.

Requests for annual leave for educational support employees are to be approved by the building principal for school-based staff. Requests for annual leave for nonschool-based staff are to be approved by the immediate supervisor. Advance notice may be required. Annual leave may be taken in one (1) hour increments and in fifteen (15) minute increments after the first hour. Such requests will not be unreasonably denied.

Annual leave may be accumulated not to exceed forty (40) working days. Any days beyond forty (40) will be converted to sick leave days.

Full-time twelve (12)-month employees with at least five (5) years of experience with FCPS shall have the opportunity to cash in up to five (5) days of annual leave per year at the employee's per diem rate of pay. Online requests must be received on or before November 1st for a November 30th disbursement or on or before April 1st for an April 30th disbursement.

6.2d TEMPORARY LEAVES OF ABSENCE WITH PAY

Educational support employees shall be entitled to temporary leaves of absence with full pay each school year as noted below.

6.2e PERSONAL LEAVE

A. All regular educational support employees serving in ten-month and twelve-month positions shall be credited annually with three (3) days of personal leave. Educational support employees shall request prior approval from their immediate supervisor in writing of the intent to use such leave, except in the case of emergency~~,~~ when such prior notice cannot be given.

B. Except when approved by the Superintendent or designee, personal leave shall not be used on the following days:

   1. The day before or after:
      a) a day when schools are closed for students during the school year, or
      b) an inservice day;
   2. Parent conference days; or
   3. The beginning of the ten-month employee work year; or

4. During the last two (2) days of the ten-month employee work year.

Consideration will be given to the overall impact of the educational program and delivery of services prior to granting approval. Specifically, the Superintendent or designee shall also take into consideration the availability of substitutes, if applicable, and the number of past requests from that particular individual plus whether this request represents an emergency when the individual has been approved for the exception in the past. The employee's supervisor has the ability to grant personal business leave for extenuating circumstances.

C. Unused personal days may be accumulated to a maximum of ten (10) days. Unused personal leave in excess of ten (10) days shall be credited to accumulated sick leave. Personal leave may be taken in one (1) hour increments and in fifteen (15) minute increments after the first hour. Such requests will not be unreasonably denied.

6.2f JURY DUTY/LEGAL PROCEEDINGS

Each educational support employee shall be entitled to a leave of absence with full pay for the time served for jury duty and the time necessary for appearances in any legal proceeding connected with employment~~,~~ or with a subpoena for a criminal case in which the employee is a witness. If an employee is notified of dismissal from jury duty, it is an expectation that the employee report to work as scheduled~~,~~ if the time coincides with his/her regularly scheduled workday.

6.2g BEREAVEMENT LEAVE

A. An educational support employee will be granted up to five (5) workdays at any one time in the event of the death of an educational support employee's spouse, child, grandchild, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, sister-in-law, brother-in-law, and those who stand in the same status as determined by the director of human resources. Except in unusual circumstances, days will be used consecutively.

B. An educational support employee will be granted up to three (3) workdays at any one time in the event of the death of a support employee's grandfather or grandmother, grandfather-in-law, grandmother-in-law, aunt, uncle**,** and those who stand in the same status as determined by the director of human resources. Except in unusual circumstances, days will be used consecutively.

C. An educational support employee will be granted three (3) workdays in the event of the death of a niece or nephew.

D. In the case of miscarriage of a child~~,~~ and issuance of a death certificate, bereavement leave will be allowed for eligible educational support employees as outlined in Board regulation for death of a child or grandchild.

6.2h PROFESSIONAL LEAVE/ASSOCIATION LEAVE

A. Professional Leave (voluntary professional meetings and conferences)**.**

Educational support staff professional leave is defined as any in-county or out-of-county voluntary meeting or conference related to the employee's job. A bank of thirty (30) leave days per year is provided. Educational support staff professional leave requests require the approval of the director of the department and the senior human resources manager.

B. Association Leave

1. The Association officers and/or representatives shall be permitted to draw upon thirty (30) workdays of leave for Association activities and convention attendance without loss of pay. Employees may utilize FASSE professional leave to attend education conventions with approval of both FASSE and the senior manager of human resources.

2. Association leave may be taken in one (1) hour increments. Unless an emergency arises, requests must be made at least three (3) days in advance.

3. Association leave is monitored by the senior human resources manager and the president of FASSE.

4. When an educational support employee is requested to attend a meeting with the Superintendent, assistant or associate superintendent**,** or a director, the employee may do so without loss of pay.

C. Professional Development

1. Instructional assistants (IA) and special education instructional assistants (SEIA) shall be permitted to participate in trainings offered to teachers when feasible.

2. Newly hired special education instructional assistants will be provided training prior to participating in students' Individualized Education Plans (IEP).

3. All SEIA's will be provided appropriate training when working in identified programs with students who may require restraint. In addition, SEIA's who work with students with identified behavior issues will be provided appropriate training. Training will either be provided during the employee's work day and if training occurs after work hours the employee will be compensated for this training.

6.2i ASSAULT/BATTERY LEAVE

An educational support employee of the Board who is absent due to physical disability that results from an assault while in the scope of Board employment shall be kept on full-pay status instead of sick leave during the period of the absence. The educational support employee must submit the proper leave request to his or her immediate supervisor stating the reasons for the request, the time desired**,** and a physician's statement.

6.2j RELIGIOUS OBSERVANCE

If the religious observance requires absence from work, an employee may use: (1) personal leave; (2) one day of leave without pay~~,~~ provided that advance approval of the director of human resources is obtained; and/or (3) with approval of the principal/supervisor, two days of leave with pay~~,~~ provided that the employee makes up the time during the same fiscal year as approved by the principal/supervisor. A written agreement between the ten-month employee and the supervisor~~,~~ made prior to the leave day~~,~~ will stipulate how and when the employee's time will be made up. If the employee does not make the time up within the fiscal year, the employee's pay will be docked.

6.2k SABBATICAL LEAVE

A. The purpose of sabbatical leave is to enable an educational support employee to pursue an activity that would benefit the school system in obtaining teacher certification.

B. Upon recommendation of the Superintendent, sabbatical leave will be granted up to seven (7) applicants per year based on funding available. Requests for sabbatical leave must be received in writing to the Superintendent by March 1 of the preceding year for which the leave is requested. All applications will receive equal consideration regardless of when submitted within the above time frame.

C. No applicant with an unsatisfactory rating on the prior year's evaluation will be considered.

D. To be eligible, an educational support employee must have completed five (5) full years of active service in FCPS. An educational support employee who has completed a sabbatical will be considered only after applicants who have not had a sabbatical.

E. An applicant who intends to study must register for a minimum of 12 semester hours per semester or equivalent hours pertaining to certification of said position, unless an exception is granted by the director of human resources. When the sabbatical is completed, the educational support employee shall present to the director of human resources adequate verification of the work or experience completed.

F. An educational support employee on sabbatical leave for either one-half of the school year or for the full school year~~,~~ will be paid by the Board at 50% of the salary rate which the employee would have received if the employee had remained on active duty provided that the educational support employee agrees to return to employment with FCPS for a period of one (1) year. Should the educational support employee not return to the service of the Board, the educational support employee will be required to refund the salary granted for the sabbatical leave.

G. Upon return from sabbatical leave, the educational support employee will be placed on the salary schedule at the level which the educational support employee would have achieved had the employee remained actively

employed in the school system during the period of absence.

H. If an employee is taking sabbatical leave solely for the purpose of student teaching/internship, the sabbatical leave would only be for the duration of the student teaching/internship. For this instance, the employee will be paid 100% of their salary rate, and their current support position will be held. When the student teaching/internship is completed, the employee would return to their current position.

6.3 LEAVES WITHOUT PAY

All leaves without pay requests for educational support employees require the approval director of human resources. Such leave may be approved only once each fiscal year. When an employee exhausts all their paid leave, employees may be out due to personal illness from work ten (10) days without pay and not be required to be on a leave of absence for the remainder of the school year.

6.3a MILITARY LEAVE

Military leave without pay will be granted to any support employee who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said induction or enlistment, or to the spouse of a support employee who is so inducted, or who enlists, or is called to duty to join the support employee for the period of special training in preparation for duty. The Board will enforce rights for employees under current federal legislation concerning military leave and will consider requests by individuals for leave that extends beyond federal law.

6.3b MATERNITY LEAVE

If an educational support employee does not desire to return to her former position as soon as she is physically able to do so following the birth of a child, the Board will grant the educational support employee a leave without pay for the remainder of the calendar year. A leave request for this purpose must be received by the Department of Human Resources by the end of the sixth (6th) month of the pregnancy, except in an emergency. Such requests shall be accompanied by a physician's statement of the date of the expected birth.

At the end of the calendar year, a request may be made in writing to extend the leave without pay for a second calendar year.

6.3c ADOPTION LEAVE

Requests for 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 include a copy of the adoption papers of the child to be adopted.

After one (1) year, a request may be made in writing to extend the leave for a second year.

6.3d PATERNITY LEAVE

With at least ninety (90) days notice, an educational support employee will be granted paternity leave without pay not to exceed one (1) year.

6.3e PUBLIC OFFICE LEAVE

The Board will grant a leave of absence without pay not to exceed four (4) consecutive years to any educational support employee not previously receiving such leave to campaign for or serve in a public office.

6.3f PERSONAL DISABILITY LEAVE

Personal disability leave is available to educational support employees who are not eligible for leave under the Family Medical Leave Act (FMLA).

A temporary leave of absence without pay due to personal disability is available to educational support employees not eligible for FMLA under the following conditions:

- Written medical verification of the disability shall be submitted by the educational support employee to the director of human resources on the appropriate form.

- The Department of Human Resources shall establish the specific leave time for each support employee in accordance with the nature of the disability. Normally, the time shall not exceed two months, although exceptions may be granted by the Department of Human Resources.

- Health and life insurance premiums shall be paid in accordance with the provisions of Section 7.1.

6.4 LEGAL PROCEEDINGS

Each educational support employee shall be entitled to a leave of absence with full pay for the time served for jury duty and the time necessary for appearances in any legal proceeding connected with employment, or with a subpoena for a criminal case in which the employee is a witness. If an employee is notified of dismissal from jury duty, it is an expectation that the employee report to work as scheduled, if the time coincides with his/her regularly scheduled workday.

6.5 BENEFITS DURING UNPAID LEAVES OF ABSENCE

An educational support employee shall suffer no loss of fringe benefits or seniority for approved unpaid leaves of absence of less than thirty (30) calendar days.

The educational support employee on an approved leave of absence for more than thirty (30) days without pay or benefits shall have the option of continuing as a participant in the existing insurance benefit program at the expense of the educational support employee, while on such leave. All benefits to which an educational support employee was entitled at the time the approved leave of absence commenced, including unused accumulated sick leave, will be restored upon return to service. An employee on an extended leave of absence will be re-employed in an appropriate position as soon as a vacancy occurs after the request for reinstatement. If the employee declines the position, there is no further

obligation for employment.

Unless mutually agreed upon, educational support employees taking leave under any provisions of this section will normally return only at the beginning of the school year for ten-month employees or fiscal year for twelve-month employees.

6.6 FAMILY CRISIS LEAVE EXCHANGE

The purpose of the Family Crisis Leave Exchange (FCLE) is to provide sick leave to any FCPS employee after their accumulated sick leave, personal leave, annual leave, and any other leave available to them has been exhausted.

Rules:

1. A request for leave may be requested only in connection with a catastrophic and life-threatening illness or injury of a member of the immediate family as defined as follows, or one that stands in the same status as determined by the administrating committee. Immediate family means the employee's spouse, child, or parent, sibling, or relative for whom the employee has medical responsibility.

2. The employee shall not be gainfully employed in any other capacity during the covered period.

3. Maximum grant shall be sixty (60) workdays.

4. A family may receive a maximum grant only once in any three (3)-year period.

5. Contributors are limited to a maximum contribution of one (1) earned day in any individual case.

Procedures:

1. Request must be made in writing to the FCLE in care of the FASSE office, stating the details of the circumstances and the likely duration.

2. The Finance Department shall verify the employee's leave status to the committee.

3. Written statement detailing the condition, treatment plan, and diagnosis shall be submitted by the attending physician(s).

4. The committee shall notify the Superintendent or his/her designee, building principal, human resources, and the appropriate director of the request and seek any input that they may have concerning the request.

5. The committee shall approve or deny the request by a majority vote of the committee. The committee's decision may be appealed to the FASSE board of directors within ten (10) days.

6. The committee shall notify the applicant of its decision, in writing, within ten (10) workdays.

7. Upon approval, the committee will first notify the staff at the applicant's work site of the need for voluntary leave donations, then all other sites.

8. Volunteers who wish to donate any of their earned sick leave must complete and sign the FCLE donation form and return the form to the FASSE office.

9. FASSE shall establish a database system to track the donations with their utilization.

10. FASSE shall provide the Department of Human Resources written notice of names of contributors, number of days donated, and names of recipients.

11. Donated days will be granted in the order they were received.

12. Should the applicant reach the maximum grant or return to work, or should he/she qualify for any other leave, any remaining contributions shall be returned to those who contributed them in the reverse order they were received. The exchange balance shall remain at zero until the next request.

13. The FCLE will function on an as needed basis.

14. The committee will consist of at least five (5) employees selected by the FASSE president and approved by the FASSE board of directors.

15. Committee term: 2 years - terms should be staggered.

ARTICLE VII
INSURANCE

7.1 GROUP HEALTH, DENTAL & LIFE INSURANCE

A. Each year, the Board shall pay for each participating educational support employee 95% of the premium cost of group medical, prescription, and vision unless waived by the educational support employee. The educational support employee may elect to add employee plus one or family coverage. Each year, the Board contributes an amount calculated to equal 67% of that year's premium for the Board's family coverage plan and 72% of that year's premium for the Board's employee plus one coverage plan. Such insurance shall include but not be limited to, the following benefits:

The specifications and benefits identified for the following plans are hereby appended to this Agreement:

Medical	CareFirst
Dental	Delta Dental
Vision	CareFirst Vision Plus
Prescription Drugs	CVS/CAREMARK

B. Life Insurance

1. The Board shall pay for each educational support employee the full cost

of term life insurance including accidental death and dismemberment equal to twice the employee's salary to the nearest $1,000 with a minimum coverage of $10,500.

2. The Board shall make available to all eligible employees, at the employee's expense, the option to purchase supplemental life insurance. Eligible employees may also purchase, at their expense, additional life insurance for their dependents up to the approved plan maximum.

C. Deceased Spouse Insurance Coverage

Upon the death of an employee or retiree, dependents of that employee or retiree shall have the option to enroll in the health and/or dental insurance programs in place at the time of the employee's or retiree's death. Participation requirements include the following:

- Employee/Retiree completed ten (10) years of service with FCPS.
- Employee/Retiree carried dependent medical/dental benefit coverage at time of death.
- Surviving dependent has no access to employer provided medical/dental insurance.
- Surviving dependent is responsible for full cost of medical/dental premiums.
- New dependents may not be added to the policy.

D. The Board shall contribute 100% of the premium cost per participating educational support employee, unless waived by the employee, for the purpose of a dental plan each year.

1. The selection of the plan and determination of benefits to be bid shall be the duty of the insurance council as per Section 7.3 of this Article.

2. The specifications and benefits are identified in the Delta Dental Program in effect July 1, 2005, and hereto appended to this Agreement.

E. The specific insurance coverages shall be listed in the employee benefit plan description booklet, which will be updated at the conclusion of these negotiations. The coverages shall not be modified, except with a written notice of thirty (30) days in advance of the proposed changes to FASSE. Approval by both the Board and FASSE Executive Board will be required prior to implementation.

F. The Board shall exercise all of its rights under the third party contracts with insurance providers to assure that all specifications are met by these providers.

G. Retiree Insurance

1. "Retiree" is defined as having at least ten (10) years of service with FCPS.

2. The Board will contribute 80% of the premium for medical, prescription drugs**,** and vision for all retirees with 25 or more years of service.

3. The Board will contribute 65% of the premium for medical, prescription drugs**,** and vision for all retirees with service between 10–24 years.

4. The Board will make no contribution to the dental premium costs for retirees. Retirees may participate in the dental plan but will assume full premium costs.

5. Previous Board contributions for dental premium costs will be reallocated to cover costs for the retiree dependent premium.

6. A significant portion of the Board's previous contribution to dependent medical premiums will be reallocated to support individual retiree premiums.

7. The Board's previous dental premium contribution plus the remaining Board's previous dependent contribution will comprise the new Board allocation for dependent coverage.

7.2 WORKERS' COMPENSATION

A. When an educational support employee is injured on the job and loses time from work, any deduction from the educational support employee's sick leave for absences directly resulting from the accident or injury will be reinstated once the workers' compensation claim is approved.

B. An educational support employee who is physically unable to report for duty~~,~~ as a result of an injury in the line of duty**,** may be placed on workers' compensation leave at full salary provided the educational support employee seeks the initial workers' compensation assessment from a physician among a list of comprehensive preferred providers such as Health at Work in Washington County~~;~~**,** Frederick Health Employer Solutions in Frederick County~~;~~**,** and like facilities in the following Maryland counties of Carroll, Howard and Montgomery~~,~~ as well as Jefferson County, West Virginia, and Adams County, Pennsylvania. This requirement is waived if the injury occurs before or after the hours when these facilities are open or if the severity of the injury results in medical transport from the building or requires treatment in the Emergency Room.

If an educational support employee elects to seek an assessment from a physician who is not among the list of preferred providers, the unit member will be entitled to receive the benefit mandated by the workers' compensation law of Maryland but will not be entitled to the benefits in this section for full salary.

This stipulation does not pertain to appeals on disputes of workers' compensation that the employee elected to pursue.

C. Educational support employees on workers' compensation may accrue up to one year of service credit in determining his/her salary, including longevity and/or vacation eligibility. These advance credits will become effective upon the educational support employee's return to work. Annual leave for twelve-month educational support employees will accrue at the normal rate during disability leave.

D. In order to be eligible for salary payment when injured, an educational support employee must be in an authorized position paid on the regular payroll.

E. Board salary payments to the injured educational support employee shall not exceed the regular salary for the educational support employee for a period not to exceed one designated work year.

F. If an educational support employee's disability continues beyond one year, the educational support employee may elect to use sick leave or annual leave accrued and may be eligible to apply for sick leave days.

7.3 INSURANCE COUNCIL

FASSE shall be permitted to appoint two (2) representatives to the insurance council. The Board may choose to appoint two (2) additional representatives to the council.

The insurance council shall meet within a reasonable time after a request of either party to discuss, study, and report on suggestions pertaining to the employee benefit plans. Minutes of such meetings shall be available to all members of the council.

Association representatives on the insurance council shall be released from school duties for meetings of the insurance council without loss of salary whenever it is jointly decided to hold such meetings during the school day.

The insurance council will:

- Monitor monthly financial reports
- Note trends and extraordinary claims experiences
- Track the status of the reserves

The Insurance Council shall study and make recommendations concerning the following but not limited to health insurance benefit design and cost for active and retired employees, dental insurance design and cost for life insurance**,** and 403B programs.

7.4 COMPREHENSIVE GENERAL LIABILITY

Comprehensive general liability coverage will be provided for bodily injury, personal injury, or property damage, as specified in the Board's policy.

The Board, through its insurance company, will agree to investigate, defend, and pay any claim if found legally liable—resulting from alleged bodily injury or property

damage occurring out of the course of one's assigned duties.

Coverage will be extended to include personal injury arising out of false arrest, libel, slander, defamation of character, invasion of privacy, wrongful entry or eviction, and incidental malpractice related to student health services and psychological services performed by employees and in the course of their assigned duties.

7.5 AUTO INSURANCE REIMBURSEMENT

Upon verification from the supervisor, the Board shall reimburse community liaisons who are required to use their own automobiles in the performance of their duties to transport students~~,~~ $110 per year for insurance coverage above state minimums~~,~~ with a minimum of $100,000/$300,000 bodily injury and $100,000 property damage.

ARTICLE VIII
MISCELLANEOUS

8.1 RETIREMENT AND SEVERANCE BENEFITS

A. Educational support employees working for the Board at the time of official retirement or at the time of death of said beneficiary shall receive retirement pay of forty percent (40%) of the accumulated sick leave at the final rate of pay. To be eligible, the educational support employee must have served ten (10) consecutive years in FCPS.

B. Upon termination of employment with the Board, twelve-month educational support employees shall receive severance pay for earned unused annual leave.

C. In order to be eligible for benefits under A, of this section, educational support employees must submit completed retirement forms to the Human Resources Department thirty (30) days prior to the projected retirement date. Advanced notice may not be a requirement in case of medical necessity or disability retirement.

8.2 OTHER DUTIES PERFORMED

Unless an emergency exists, an educational support employee will not be required to perform duties that would otherwise be performed by a public safety officer (*i.e.***,** guarding a student in custody, accompanying a student suspected of a crime to interrogation, or opening lockers suspected of containing dangerous materials).

Unless, in the opinion of the principal~~,~~ there is an emergency, operations employees, bus drivers, bus assistants, and secretaries will not be required to supervise students in the classroom.

Unless an emergency exists, educational support employees will not be required to transport students in their own vehicles.

Where available, school-based health personnel will provide primary health-related services to students. When unavailable, educational support staff may be asked to

perform health-related services to students. The Board will offer training to support staff in compliance with state law.

8.2a INSTRUCTIONAL ASSISTANTS USED AS SUBSTITUTE TEACHERS

Unless an emergency exists, a substitute teacher will first be sought to cover a class prior to assigning the responsibility to an instructional assistant. The instructional assistant may voluntarily agree to provide the coverage. Part-time assistants may have the option to provide class coverage after their regularly scheduled workday and be compensated accordingly.

The Board and FASSE agree that instructional assistants should only be requested to provide class coverage after the school has been unsuccessful in securing a substitute. Except for assistants who regularly cover classes during individualized education program (IEP) team meetings, benefited part-time and full-time instructional assistants who are requested to substitute in the school will be compensated a stipend of $75 if required to cover classes for one-half day or more. Where practical, allocation will be offered on a rotational basis within each school. Effective Fiscal Year 2022, the stipend for **i**nstructional **a**ssistants **(IA)/s**pecial **e**ducation **i**nstructional **a**ssistants **(SEIA)** will increase to $80 for covering a class for one-half day or more.

8.2b REIMBURSEMENT OF STATE-MANDATED/REQUIRED TESTS

All instructional assistants who pass the Maryland state-mandated test as required under federal law shall be reimbursed in full for the cost of the test.

All **heating, ventilation, and air conditioning (**HVAC**)**, electricians, mechanics, technicians, and food service employees who are required to maintain a license that is required by law and is part of their employee job description shall be reimbursed expenses associated with the test or required training.

8.2c JOB SHARING

Current benefited employees of the Board shall be provided the option of sharing equally a full-time position with another employee. This option will be made available only when there are two properly benefited employees for said position. The creation of the position must be approved by the principal, department head, FASSE and the superintendent. Each employee shall be a member of the bargaining unit and subject to the terms of the negotiated agreement between FASSE and the Board. Notwithstanding any other provision of this contract to the contrary, those persons participating in the job sharing will be subject to the following:

A. Each person would be responsible for one-half of the duties.
B. Each employee's sick days, personal days, breaks, and lunch time shall be pro-rated based on half time employment.
C. The employees may substitute for each other without loss of sick or personal days.

8.3 TUITION REIMBURSEMENT

ELIGIBILITY

Educational support employees are eligible to receive tuition reimbursement~~,~~ up to $1,500 per year~~,~~ for courses taken or training that are job related, or in pursuit of continuing education, or in pursuit of a career change within the system. Related registration fees and fees associated with competency exams may also be reimbursed. Such courses and fees must be approved by the senior human resources manager prior to course registration. Reimbursement will be approved for actively employed educational support employees with proof of payment, verification of a grade of "C" or better, and submission of materials within one (1) month of completion of the class. An additional $2,000 per fiscal year may be requested for employees enrolled in a program in education leading to teacher certification K-12 or other areas identified as technical skill shortage areas.

For noncredit, nongraded course work, reimbursement will be approved for actively employed educational support employees with proof of payment, verification of successful completion, and submission of materials within one (1) month of completion of the class.

REPAY OBLIGATION

With the exception of extenuating circumstances, educational support employees who receive tuition reimbursement and leave employment within two (2) years of receiving reimbursement shall be required to repay the monies received. The employee may pay monies owed directly or have the amount deducted from his/her pay.

8.4 CLOTHING ALLOWANCE

The Board will provide a $200 clothing allowance per year for each permanent food service employee with at least one (1) year of service working four (4) or more hours a day. A reimbursement of $180 will be paid to permanent food service employees with at least one (1) year of service working less than four (4) hours a day. An allowance of $300 for those who work 4 hours or more and $280 for those who work less than 4 hours. Effective Fiscal Year 2022, Food and Nutrition Services employees will receive a $50 stipend to purchase non-slip shoes.

The Board will reimburse all employees who are required to wear safety lenses and frames the additional cost of purchasing prescription safety lenses and frames once every twenty-four (24) months.

All Board bus drivers shall be given two (2) pair of gloves per year for fueling buses. Drivers may exchange the original pair of gloves for a replacement pair.

All employees who are required to purchase and wear safety shoes will have a one-time selection option for reimbursement of a maximum of either $90 a year or $180 every other year toward their actual purchase cost of such items. Requests for safety shoes must be accompanied by verification that safety shoes meet accepted industry standards. All employees who are required to purchase safety glasses for the workplace shall be reimbursed as per the vision benefit. Safety lenses and side shields must be verified by receipt in order to be reimbursed. Sales tax will not be reimbursed.

8.5 UNIFORMS

The Board will provide uniforms at no cost to maintenance, fleet maintenance, and warehouse staff as well as courier drivers who are required to wear uniforms during their workday. Custodians will be provided smock/aprons which are to be worn during the work shift and then left at the work station. Custodians will be provided insulated gloves.

8.5.1 ID BADGES

Employees are eligible for a new identification badge every 36 months if requested at no cost to the employee, or if the badge becomes damaged or destroyed.

8.6 OTHER ISSUES BY CLASSIFICATION

BUS DRIVERS/ASSISTANTS

A. Bus drivers may eat or drink on buses only when students are absent.

B. Bus drivers/assistants will receive compensation at their current rate for additional time worked.

C. Effective Fiscal Year 2021, bus drivers will receive a $850 stipend~~,~~ and in any subsequent fiscal years~~,~~ the stipend will increase by the amount of any negotiated cost of living adjustment. This stipend will be for the following required duties:

1. Bringing buses to inspection.
2. Bringing buses in for service or repair.
3. Fueling the bus.
4. Maintaining cleanliness of the bus, both interior and, weather permitting, exterior.
5. Making written and oral reports to supervisors and/or school administration staff.
6. Participating in school/parent/transportation conference.
7. Checking email communications.
8. Other reasonable duties that are an ancillary part of the bus service.

D. Drivers hired/terminated after the beginning of the school year will have their payments prorated based on the days actually worked in each of the appropriate time periods.

E. Those required to have random drug and/or alcohol testing will be compensated for one (1) hour of the hourly rate. Tests requiring more than one (1) hour will be reviewed on a case-by- case basis. Payment will be made only two (2) times a year in January and June. Drivers required to use their own transportation to get to the test will be reimbursed mileage at the current IRS rate as of July 1 of that year.

F. Effective Fiscal Year 2021, bus assistants will receive a $300 stipend~~,~~ and in any subsequent fiscal years~~,~~ the stipend will increase by the amount of any negotiated cost of living adjustment. This stipend is for the following

required duties:

1. Maintaining cleanliness of the bus, both the interior and, weather permitting, exterior.
2. Making written and oral reports to supervisors and/or school administrative staff.
3. Participating in school/parent/transportation conference.
4. Other reasonable duties that are an ancillary part of the bus service.

G. Sign Language Interpreters

1. All after school assignments shall be paid a two-hour minimum.
2. All interpreter assignments that require evening or weekend work shall be made available to all interpreters. If no interpreter volunteers, then interpreters will be selected based on seniority and the needs of FCPS to ensure the interpreter has the skills necessary for the assignment.

STAFF DEVELOPMENT

The Board will allocate up to $3,250 for speakers and programs. The Board and FASSE recognize the benefit of offering joint training initiatives for members of the FASSE unit. Joint requests from FCPS and FASSE for staff development monies for this purpose may be made to the Board for consideration of monies which may exceed the $3,250 allocation.

SECRETARIES AND ASSISTANTS

For those secretaries and/or assistants who complete the professional standards program (PSP), a one-time bonus of $300 shall be remitted to the employee. Payment shall be rendered beginning July 1, 1989, for those who have completed the program previously and those who complete it during the fiscal year.

FOOD SERVICE

An incentive of $300 will be awarded to an employee for every three (3) year period of School Nutrition Association (SNA) recertification.

8.7 AWARD PROGRAM INCENTIVES

When departments institute employee award programs, incentives may be provided that include an additional day of leave with pay. When departments create employee incentive programs, input and participation will be sought from nonsupervisory employees within the department. Departments are encouraged to have nonsupervisory employees vote to determine award recipients.

8.8 SUBCOMMITTEES

As part of the 2021 negotiation process with FASSE, the following subcommittees and their purposes are agreed upon and outlined below:

Committee	Purpose
Food and Nutrition Services Group	To discuss: (1) concerns regarding additional time for morning set up and inventory**;** (2) staffing at sites that may have a single employee stationed**;** and (3) lunch breaks and their impact on FTE.
Custodian Group	To discuss: (1) school inspection criteria**;** (2) safety equipment in schools**;** (3) scheduling of outside user group**;** and (4) pay when a custodian works for an outside user group.
Transportation Group	To discuss: (1) bus driver/bus assistant pay schedule**;** and (2) pay periods with inclement weather closings.
School Based Group	To discuss: (1) the stipend for instructional assistants/special education instructional assistants when used as a substitute**;** (2) stipends for employees with degrees not required for their position**;** and (3) flex days.
Sign Language Interpreters	To discuss an appropriate stipend amount for holding national certification.

Work from these subcommittees will be utilized in future contract negotiations. Scheduling of these groups will occur once the Board decides upon the opening of school for the 2020-2021 school year.

ARTICLE IX
DURATION

GENERAL PROVISIONS

A. If a provision of this Agreement or any application of this Agreement to any unit member(s) is held to be contrary to law or a court decision, then such provisions 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.

B. This Agreement constitutes Board policy for the term of said Agreement, and the Board will carry out the commitments contained herein and give them full force and effect as Board policy. The Board will amend its written policies and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement. The Association agrees to abide by all provisions of this Agreement and to use every effort to inform and advise unit members in carrying out its provisions.

C. If the parties are unable to reach agreement, the impasse process shall be declared and conducted in accordance with provisions as established under Education Article, Annotated Code of Maryland.

D. Notwithstanding the provisions contained in paragraph A, in this section**,** the Maryland Court of Appeals and the Maryland State Board of Education have made significant decisions concerning the legality of topics for negotiations and established criteria for determining the legality of these topics. The Board asserts its intention to comply with the laws and the decisions of the Maryland Court of Appeals, Maryland State Board of Education, and the Public Labor Relations Board. Therefore, in negotiating the provisions in this Agreement, the parties agree that in the event that any topics or provisions in this Agreement are determined to be illegal by the courts, Maryland State Board of Education, or the Public Labor Relations Board, then the topics and provisions of this Agreement related to those topics or provisions determined to be illegal shall automatically be removed from this Agreement.

This Agreement shall remain in effect from July 1, 2020, to midnight June 30, 2023.

If the Board is unable to implement this contract because its budget request is not funded by the county commissioners in any year, the parties will meet to renegotiate monetary and language issues.

The parties will meet on or before December 1 of each intervening year to negotiate salary, insurance, and two (2) language proposals submitted by each party. Negotiations will begin on or before December 1, 2020 to negotiate a successor Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed by their duly authorized officers this 7th day of October 2020.

FREDERICK ASSOCIATION OF SCHOOL SUPPORT EMPLOYEES

Sharon Eburg
FASSE President

Elaine Crawford
FASSE Chief Negotiator

BOARD OF EDUCATION OF FREDERICK COUNTY, MARYLAND

Brad W. Young, President
Board of Education

Theresa R. Alban
Superintendent of Schools

Robert W. Wedge
FCPS Chief Negotiator

FREDERICK COUNTY PUBLIC SCHOOLS
SUPPORT EMPLOYEE SALARY SCALE
July 1, 2020 - June 30, 2021

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21
S01	12.75	13.13	13.53	13.93	14.35	14.71	15.08	15.45	15.84	16.24	16.56	16.89	17.23	17.57	17.93	19.30	19.98	20.66	21.39	22.13	22.90
S02	13.52	13.92	14.34	14.77	15.21	15.59	15.98	16.38	16.79	17.21	17.55	17.91	18.26	18.63	19.00	20.47	21.18	21.91	22.68	23.47	24.29
S03	14.33	14.76	15.20	15.65	16.12	16.53	16.94	17.36	17.80	18.24	18.61	18.98	19.36	19.75	20.14	21.68	22.44	23.22	24.04	24.88	25.74
S04	15.19	15.64	16.11	16.59	17.09	17.52	17.96	18.41	18.87	19.34	19.72	20.12	20.52	20.93	21.35	22.99	23.79	24.62	25.47	26.36	27.28
S05	16.10	16.58	17.08	17.59	18.12	18.57	19.03	19.51	20.00	20.50	20.91	21.33	21.75	22.19	22.63	24.36	25.21	26.09	26.99	27.94	28.92
S06	17.06	17.57	18.10	18.64	19.20	19.68	20.18	20.68	21.20	21.73	22.16	22.61	23.06	23.52	23.99	25.82	26.71	27.65	28.62	29.61	30.65
S07	18.09	18.63	19.19	19.76	20.36	20.86	21.39	21.92	22.47	23.03	23.49	23.96	24.44	24.93	25.43	27.37	28.33	29.31	30.34	31.40	32.49
S08	19.17	19.75	20.34	20.95	21.58	22.12	22.67	23.24	23.82	24.41	24.90	25.40	25.91	26.43	26.95	29.00	30.02	31.06	32.15	33.27	34.44
S09	20.32	20.93	21.56	22.21	22.87	23.44	24.03	24.63	25.25	25.88	26.40	26.92	27.46	28.01	28.57	30.76	31.83	32.95	34.10	35.29	36.52
S10	21.54	22.19	22.85	23.54	24.24	24.85	25.47	26.11	26.76	27.43	27.98	28.54	29.11	29.69	30.29	32.60	33.74	34.93	36.14	37.40	38.70
S11	22.83	23.52	24.22	24.95	25.70	26.34	27.00	27.68	28.37	29.08	29.66	30.25	30.86	31.47	32.10	34.55	35.76	37.01	38.31	39.64	41.03
S12	24.20	24.93	25.68	26.45	27.24	27.92	28.62	29.34	30.07	30.82	31.44	32.07	32.71	33.36	34.03	36.62	37.90	39.23	40.60	42.02	43.48
S13	25.66	26.43	27.22	28.03	28.88	29.60	30.34	31.10	31.87	32.67	33.32	33.99	34.67	35.36	36.07	38.81	40.17	41.58	43.03	44.53	46.09
S14	27.19	28.01	28.85	29.72	30.61	31.37	32.16	32.96	33.79	34.63	35.32	36.03	36.75	37.48	38.23	41.13	42.58	44.07	45.61	47.20	48.84
S15	28.83	29.69	30.58	31.50	32.44	33.26	34.09	34.94	35.81	36.71	37.44	38.19	38.95	39.73	40.53	43.60	45.13	46.70	48.33	50.02	51.77
S16	30.56	31.47	32.42	33.39	34.39	35.25	36.13	37.04	37.96	38.91	39.69	40.48	41.29	42.12	42.96	46.21	47.82	49.50	51.23	53.02	54.87
S17	32.39	33.36	34.36	35.39	36.45	37.37	38.30	39.26	40.24	41.25	42.07	42.91	43.77	44.65	45.54	48.98	50.70	52.47	54.30	56.19	58.16
S18	34.33	35.36	36.42	37.52	38.64	39.61	40.60	41.61	42.65	43.72	44.59	45.49	46.40	47.32	48.27	51.90	53.73	55.61	57.55	59.57	61.65
S19	36.39	37.48	38.61	39.77	40.96	41.98	43.03	44.11	45.21	46.34	47.27	48.22	49.18	50.16	51.17	55.02	56.94	58.94	61.00	63.13	65.33
S20	38.58	39.73	40.93	42.15	43.42	44.50	45.62	46.76	47.93	49.12	50.11	51.11	52.13	53.17	54.24	58.32	60.36	62.47	64.66	66.92	69.26

Membership Rules and Procedures
FASSE-FCPS Employees Sick Leave Bank

Statement of Intent

The purpose of the Sick Leave Bank (the Bank) is to provide sick leave to Bank members after their accrued and current year projected sick leave have been used. The Bank is to provide sick leave only in cases of prolonged, catastrophic, incapacitating personal illness, injury or quarantine of the member during the regularly scheduled duty day, which is not likely to permanently disable the member.

Membership

1. New employees may become members of the Bank only after the completion of the probationary period.
2. A new employee wishing to join the Bank must submit a completed enrollment form to the senior human resources officer within ten (10) days of the end of the probationary period.
3. Employees returning from extended leave may become members by donating one day of sick leave within thirty (30) days of the date of reinstatement to active service.
4. Employees who fail to act within the specified enrollment eligibility period must wait until enrollment is open again (July 1 through October 1 of the next fiscal year).
5. Forms to join the Bank should be submitted to Human Resources. Forms to request sick leave from the Bank should be submitted to the Bank committee at the FASSE office.
6. Any regular FCPS employee whose work assignment is half time or more, and who is not eligible to participate in the FASSE Sick Leve Bank, is eligible to participate in the Bank after all other membership requirements are met.
7. To remain a member of the Bank, an employee must contribute to the Bank at the rate of one day per year.
8. Membership in the Bank will remain in force and continue from year-to-year with a deduction made automatically as required, unless membership is canceled in writing by the member before October 1.

RULES

1. The Bank may be used only be the individual contributor for his or her illness, injury, quarantine and must meet ALL of the following criteria:
   a. Personal
   b. Prolonged
   c. Catastrophic
   d. Incapacitating

2. The Bank may NOT be used by the member to remain absent from work in order to assist a family member.
3. Only sick leave may contributed to the Bank. Annual and personal leave may not be contributed.

4. For the purposes of administration of the Bank, sick leave is defined as:
5. A designated amount of compensated sick leave granted to an employee whose absence is due to an illness, injury or quarantine which meets the requirements of rule 1 (above).
6. Sick leave may not be granted for any period of disability during which monies are paid to the member under worker's compensation. If a member who has utilized sick leave days granted by the Bank thereafter receives benefits und the Workers' Compensation Act for those same days, pay will be administered in accordance with the Negotiated Agreement language on worker's compensation and the Bank will be reimbursed for any days used.
7. Elective (non-emergency, non-life threatening) surgery will not be covered during the school year for members who work less than twelve (12) months.
8. **A member must be absent for five (5) consecutive work days before being eligible for a grant from the Bank for that same illness, injury or quarantine. Those five (5) days may be covered by the member's accumulated sick leave, personal leave, annual leave, or leave without pay in accordance with the prevailing policy. Once the five (5) consecutive work day eligibility requirement has been met, subsequent intermittent absences for the same condition will not cause ineligibility.**
9. Members must submit requests for the sick leave bank to the Bank committee chair at the FASSE office.
10. Request must be made within **fifteen (15)** calendar days of **return** to work.
11. The Bank will request additional information is unable to reach a decision regarding the request.
12. All request to draw upon the Bank must be accompanied by a signed physician's statement detailing the cause, nature, and prognosis for the illness, injury or quarantine.
13. The decision of the sick leave bank committee shall be approved by the support personnel officer unless the decision is inconsistent with sick leave bank regulations or is unsupported by documentation. Leave grants from the Bank will be made in units of not more than twenty-five (25) days (except in extreme cases as determined by the committee) and will not exceed fifty (50) days in any fiscal year. The maximum number of sick leave days that will be granted during any two (2) consecutive fiscal years is one hundred (100). Members who draw the maximum one hundred (100) days in two (2) fiscal years are ineligible to participate for the next fiscal year. When medically verified, employees may be allowed to use leave in one-half (1/2) day increments.
14. In cases where the committee recommends denial of either a request for leave, or additional leave, the Bank will notify the member directly in writing the reason for the denial. A member may appeal directly to the FASSE Board of Directors through the President within thirty (30) days of the denial.
15. A contributor will lose the right to request leave from the Bank if one or more of the following occur:
    a. Termination or suspension of employment by FCPS
    b. Cancellation of participation which is effective only at the close of a fiscal year, June 30 of each year.

c. Refusal to provide requested information upon request of the sick leave bank committee
d. Refusal to contribute leave in accordance with membership requirements.
e. Use of one hundred (100) days during two (2) consecutive fiscal years.
f. Refusal to apply for disability retirement benefits if the committee determines that the member may be eligible.

16. The existence of the Bank and participation by employees in the Bank does not negate or eliminate any other FCPS sick leave policies, nor does it in any way negate the rights of individual employees who participate in the Bank to other sick leave benefits included in the FASSE-Board of Education Agreement.

Administrative Procedures

1. One day of sick leave will be deducted from the member's sick leave account in the second pay period in October each year and will be placed in the Bank, unless written notice of cancellation is given prior to July 1. Contributions to the Bank must be authorized by the employee on the appropriate form, available in the department of Human Resources. The annual contribution of one day will be continued from year to year until canceled in writing by the member. Additional days may be assessed if the Bank has a negative balance at the end of the school year. Members will be notified prior to any additional deduction.

2. The President of FASSE will select employees to serve on the sick leave bank committee, and shall submit their names to the FASSE Board of Directors for approval. FASSE will provide the names of the sick leave bank committee, in writing, to FCPS Human Resources Department by June 30 of each school year.

3. The Bank will approve all donations before they are forwarded to the Human Resources department.

4. The committee will review and recommend to the senior human resources manager, approval or denial of all request for leave from the Bank within fifteen (15) working days of receiving the request.

5. All request to draw upon the Bank must be made on the appropriate form.

6. When the committee deems a second opinion is appropriate, any member requesting leave may be required to undergo a medical examination and consultation by a physician of the committee's choice at the applicant's expense. Any member not wishing to submit to this requirement may withdraw their request without affecting future membership.

7. In the event a member is unable to personally complete the leave request form, an agent or family member may act on their behalf.

8. An employee must use all sick leave that will be accrued for the current fiscal year before requesting leave from the Bank. An adjustment will be made on the final paycheck to reflect any negative balance in sick leave. If the amount on an employee's paycheck is to be adjusted, said employee will be notified. In no case will the granting of leave from the Bank cause a member to receive more than his or her regular salary.

9. The payroll department will maintain records of all member contributions withdrawals, cancellations and the status of the Bank.

10. Any Bank member may review his/her membership application form, request for withdrawal of membership and approved requests by contacting the Bank committee chair at the FASSE office.

11. If the judgment of the committee, an applicant for leave, or an extension of leave, is eligible for disability retirement benefits, the committee may require the employee to apply for such benefits. Failure to apply as directed may result in disqualification from receipt of further benefits. The employee will continue to receive Bank benefits while waiting for a decision regarding disability retirement. Bank benefits shall cease when the disability retirement becomes effective. The member is required to notify the Bank of approval of any applications for disability retirement.

12. If an applicant receives an initial grant or an extension of a grant, and he or she is found to be ineligible for disability retirement, the committee may refer the member to a doctor of its choice at the member's expense for an evaluation as to whether the applicant is permanently disabled. If the doctor certifies that the applicant is o disabled, then the committee may deny the applicant's request for a grant or an extension of a grant.

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