

NEGOTIATED AGREEMENT

Between the Frederick County Administrative and
Supervisory Association and the Board of Education of
Frederick County, Maryland

July 1, 2024 to June 30, 2026



Frederick County Public Schools

INSPIRE ★ MOTIVATE ★ INNOVATE

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Article I - General Provisions

Section 1.1 - Recognition

The Board of Education of Frederick County hereinafter referred to as “the Board” recognizes The Frederick County Administrative and Supervisory Association (FCASA) herein after referred to as the Association as the exclusive representative of the administrative and supervisory unit of the school system in accordance with Title 6, Subtitle 4 of the Education Article and Title 22-Public Employee Relations of the State Government Article to the Annotated Code of Maryland.

Section 1.2 – Unit Description

The Association shall include employees in the following positions designated in the administrative and supervisory unit who work at least half-time of a full-time equivalent position: principals, assistant principals, curriculum specialists, coordinators, school psychologists, pupil personnel workers, supervisors, Board-Certified Behavioral Analysts (BCBAs), and any other certificated, professional personnel in accordance with § 6-404 of the Education Article and Title 22-Public Employee Relations.

Article II - Negotiations Procedures

A. Both parties agree to negotiate in good faith as prescribed in Title 6, Subtitle 4 of the Education Article and Title 22-Public Employee Relations of the State Government Article to the Annotated Code of Maryland. The parties agree to utilize the contents and format of the Master Agreement in effect as the basis for proposals for negotiations in the new Master Agreement. This is understood to mean that:

1. Items in the existing Master Agreement, which remain satisfactory to both parties, would be continued as part of the new Master Agreement.
2. Items in the existing Master Agreement, which are believed in need of change, deletion, or addition by either party, may be the subjects of new proposals for negotiation.

3. Items not included in the existing Master Agreement but believed desirable for consideration in the new Master Agreement by either party may be proposed as additions to the existing Master Agreement within the scope of the law.

B. The chief negotiators will make every effort to begin negotiations by January 1 with a mutual goal of concluding by May 1. All issues proposed as negotiation topics will be provided by both parties no later than the third session with the understanding that both parties reserve the right to submit additional issues or modify initial proposals throughout the process

C. Neither party shall have any control over selection of consultants or negotiation representatives of the other party.

D. Negotiation sessions shall be closed meetings held as frequently as necessary, at a mutually agreed upon time and place, to complete the negotiations by the stated completion date.

E. Impasse Procedures - The provisions of the Education Article, §6-408(e) of the Annotated Code of Maryland shall apply in the case of impasse.

F. FCPS shall provide FCASA with bargaining unit information in accordance with Title 6, Subtitle 4 of the Education Article and Title 22-Public Employee Relations of the State Government Article to the Annotated Code of Maryland.

Article III - Deductions from Salary

Section 3.1 – Association Dues Deductions

The Board agrees to deduct from the employees’ salaries membership dues for Frederick County Administrative and Supervisory Association (FCASA), the Maryland State Education Association (MSEA), and the National Education Association (NEA) as said employees individually and voluntarily authorize to deduct through an appropriate written authorization form prepared by the Association and approved by the Human Resources Office. The Board agrees to transmit such monies promptly to the

Association

1. Deductions shall be made in twenty (20) equal installments beginning September 15 and ending June 30 of each year.
2. Upon request, the Board will provide the Association with a list of those employees from whom dues were deducted.
3. In the event that an employee terminates employment, the Board shall deduct the balance of the unpaid dues for the current membership year from the employee's final pay check and transmit these dues promptly to the Association.

Section 3.2 – FERKO and Plan Deductions

Payroll deductions will be available at the request of the employee for the plans and FERKO listed below. Except in case of emergency, the Board shall distribute all monies from payroll deduction accounts to the proper recipients within ten (10) workdays of its deduction following the pay date.

1. 403(b) Programs - A list of companies authorized to offer 403(b) products to the employees of the Board will be made available to all employees by September 1 of each fiscal year beginning July 1.
2. Insurance plans approved by the Association and the Board.
3. Employees desiring payroll deductions for FERKO shall notify the Board in writing with fifteen (15) days' notice.
4. 457(b) Plans – A list of companies authorized to offer 457(b) plans to employees of the FCASA bargaining unit of the Board will be made to all bargaining unit members by September 1 of each fiscal year beginning July 1.

Section 3.3 – Charitable Deductions

The Board agrees to deduct charitable contributions from employees' salaries only for charity fund drives approved by the Association and the Board when the employee has duly authorized such deductions and has voluntarily

determined the amount of such a contribution. No school or individual quotas will be established.

Section 3.4 – PAC Deductions

FCASA-MSEA-NEA Voluntary Political Action Contributions (PAC) Deductions.

Section 3.5 – Professional Membership Dues

Professional membership dues from professional organizations.

Section 3.6 – Miscellaneous

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

Article IV - Management Rights

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

Article V - Rights And Privileges of the Association, Representatives and Employees

Section 5.1 – Non Reprisal

There will be no reprisals of any kind taken by the Board or the Association against any employee by reason of non-membership or membership in the Association or participation in any of its lawful activities.

Section 5.2 – Access to Employees, Facilities and Interschool Mail

A. In order for the Association to properly fulfill the terms of this Agreement for the benefit of all employees and the welfare of the school system, the Association officers or employees will have access to all school buildings and to all employees, provided that the exercise of this right will

not interfere with the educational program.

B. The Association will have the right to use school buildings without cost at reasonable times for meetings. Arrangements for meeting space and time will be made with the principal of the building in question.

C. The Association will also have the right to use the interschool mail (inclusive of email) to distribute official FCASA notices, circulars, and other material when such material is presented ready for delivery to the school representative.

D. FCPS shall provide FCASA with bargaining unit information in accordance with Title 6, Subtitle 4 of the Education Article and Title-22 Public Employee Relations of the State Government Article to the Annotated Code of Maryland.

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

F. The Association will have the right to request time on the agenda at the end of any meeting that involves areas of interest to its members. The FCASA president or designee will address the group.

Section 5.3 – Documents and Information

A. The Board will, upon request, provide the Association with any available documents or information, which will assist it in developing intelligent, accurate, informed, and constructive programs on behalf of employees.

B. The Association will be provided with access to minutes of official Board meetings as soon as possible after such meetings. A notice of all regular and public meetings of the Board and a copy of the official Agenda of the meeting (including addenda) are provided via the FCPS website.

Section 5.4 – Association Leave

A. Association leave is defined as any in-county or out-

of-county voluntary meeting or conference related to the employee's role and responsibilities as a member of the FCASA Board of Directors or a FCASA committee.

B. The Association president and FCASA representatives shall be released from professional duties for Association business. If the absence requires an acting administrator, the Association will bear the cost for the coverage. Notice of such absence shall be given to the employee's immediate supervisor as far in advance as reasonably possible.

C. The Board agrees to designate up to twenty (20) days to be used by the FCASA president and/or designee upon request to carry out the work of the Association. This leave will be without loss of pay when engaging in Association activities on the state or national level. Local jointly-sponsored activities will continue to be counted as part of the workday.

D. In special cases, the Association may request extra days with explanation and approval from the superintendent or deputy superintendent.

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

F. When a FCASA employee is requested to attend a meeting with the superintendent, deputy superintendent, or a director, the employee shall do so without loss of pay.

Article VI - Work Year

Section 6.1 – Twelve-Month Employee

The work year for administrative and supervisory employees shall be 244 days for 12-month employees.

Section 6.2 – Eleven-Month Employee

The 11-month, 208-day work year may be a work year for newly hired, identified pupil personnel workers or school psychologist positions. Current incumbent employees shall retain their 12-month/244-day positions.

Section 6.3 – Flex Work Hours

With the approval of the immediate supervisor, unit members may flex work hours on a limited basis for identified circumstances.

Section 6.4 – Liberal Leave Day Coverage

On liberal leave days when administrative coverage of schools/offices is provided, unit members may, with the approval of the immediate supervisor, be authorized to telework. The employee must have adequate resources at home to perform the job function and shall respond to phone calls and electronic communications in a timely manner. The employee must be available to report to work in the event of an emergency.

Section 6.5 – Work/Life Balance

A. The Board and FCASA will form an on-going work group to identify opportunities and expectations which help bargaining unit members exercise professional judgement regarding decisions that directly impact their work schedule and those whom they supervise.

B. Recommendations shall be forwarded to the Superintendent who, in turn, shall issue a decision within sixty (60) days to accept or reject (in whole or in part) the recommendations. If the recommendations are rejected, the Superintendent shall provide the reasons for the rejection.

Section 6.6 – Summer Work Schedule

A. Upon completion of the ten-month teacher contractual duty days, twelve-month FCASA bargaining unit members shall have the option to select up to four (4) consecutive or non- consecutive days to telework prior to the return of ten-month staff for the succeeding school year.

B. The scheduling of the days must be approved in advance by the employee’s immediate supervisor.

C. The employee must have adequate resources to perform the job function and shall respond to phone calls and electronic communications in a timely manner.

D. The employee must be available to report to work in the event of an emergency.

Article VII - Salaries

A. Effective July 1, 2022, new pay scales will be implemented for the bargaining unit employees (as identified on Appendix A).

B. Effective July 1 of each year, eligible employees will progress one (1) step per year contingent on satisfactory performance evaluations.

C. The Board shall grant FCASA members the same percentage or equivalent cost-of-living increase and increment granted to the Frederick County Teachers Association (FCTA).

D. The pay scale will be subject to a reclassification review every eight (8) years, unless both FCASA and the Board jointly decide a reclassification study is not warranted. The study will include a comparison of the external equity of existing positions with the competitive market. This study will be conducted by outside consultants unless otherwise agreed upon by both parties. FCASA and the Board will jointly decide on the consultant and a cost share will be contingent on available funding by both or one party. The next reclassification review will occur during the 2025-26 school year.

E. Initial placement of a current Frederick County Public Schools (FCPS) employee newly hired in the FCASA unit who has prior teaching or administrative experience shall be computed in the following manner effective July 1, 2024:

- Internal or external candidates promoted from the Frederick County Teachers Association (FCTA) or a comparable teacher unit: Placement shall be determined by annualizing first their salary on the twelve (12)-month teacher pay scale in accordance with appropriate teaching experience and then adding a 2% value. Based on the computed amount, the employee will then be placed on the appropriate step on the FCASA bargaining unit salary scale closest to the computed amount using the above formula.
- For external candidates with administrative experience, the Board shall utilize a scale placement

model which honors their qualifications, experience, and educational attainment and, at the same time, respects the experience, contributions, and salary placement of current bargaining unit members.

F. FCASA and the Board agree to form an on-going salary study committee that shall examine pay schedules and pay allocations which will assist in the recruitment and retention of staff.

1. This committee shall meet each year starting August 1 and complete their work no later than October 31.
2. Recommendations from the committee are not binding and shall be forwarded to the Board, Superintendent, and respective bargaining teams for consideration during salary negotiations.

G. For FY 2023, FCASA scales shall be flushed with a 7.14% COLA. A step shall not be provided during this fiscal year in an effort to maximize the salary resource pool for all unit members.

FY 2024
Salary Resource Pool (6% = Step + 2.8% COLA)

FY 2025
Salary Resource Pool (4% on average = Step + plus a 0.5% COLA)

H. Effective FY 2025, the following longevity salary enhancement amounts shall be provided to a FCASA bargaining unit member based upon continuous years of service within the unit or a combination of continuous years of service within the unit and an AMT position:

Years in FCASA Bargaining Unit	Longevity Amount
0-4 years	\$0
5-8 years	\$1,500
9-12 years	\$2,000
13-17 years	\$3,000
18+ years	\$4,000

The total amount necessary to fund these longevity salary enhancements shall be subject to FY 2025 budget funding. Such funding, if approved, shall be exclusive of the FY 2025 salary resource pool offered to FCASA.

These longevity amounts shall not be awarded based upon an employee’s hire date. Instead, an amount shall be provided to an employee based upon the completion of years of service as of July 1 during each fiscal year. Additionally, only time during which the bargaining unit member was on an active status, approved paid leave, or approved FMLA leave (paid or unpaid) shall be considered when determining years of service.

I. Additional Pay for Education Credits

Additional pay for education credits shall be provided based upon the following criteria:

- \$1,500 for fifteen (15) credits in addition to a bargaining unit member’s appropriate step and schedule.
- \$2,500 for thirty (30) credits in addition to a bargaining unit member’s appropriate step and schedule.
- \$3,500 for forty-five (45) credits in addition to a bargaining unit member’s appropriate step and schedule.
- \$5,000 for doctoral degree in addition to a bargaining unit member’s appropriate step and schedule.
- Effective July 1, 2025, \$6,000 for doctoral degree in addition to a bargaining unit member’s appropriate step and schedule, pending budget approval and available funding.
- All credits must be at the graduate level (post-master’s degree courses) and taken as part of the FCASA bargaining unit.
- Credits shall be based on a bargaining unit benefitted service date in PeopleSoft.
- Benefitted service date shall be defined as the most recent time within the bargaining unit.

- A bargaining unit member shall only receive one (1) additional pay for education credits stipend, which shall be equivalent to the highest degree or number of credits held. Under no circumstances shall stipends be stacked [e.g., a bargaining unit member with two (2) master's degrees shall not qualify for the same stipend twice].
- Any current FCASA bargaining unit member who held an A&S position which was formerly part of the Frederick County Teachers Association's (FCTA) bargaining unit prior to FCASA's formation on July 1, 2004, shall be eligible for additional pay for education credits under this agreement for graduate level (post-master's degree courses) education credits earned while in the FCTA bargaining unit.
- Additional pay for education credits shall not be cumulative.
- Additional pay for education credits shall be divided equally and paid across the total number of pays during a fiscal year. If a bargaining unit member earns these credits mid-year, s/he shall receive the prorated amount.

Current FCASA Bargaining Unit Members:

- Initial requests for additional pay shall be submitted by July 15, 2024, using a designated Human Resources form. This form shall include an attestation that a bargaining unit member's Professional Education profile is accurate in PeopleSoft. If not accurate, the bargaining unit member must include documentation via an official graduate transcript(s) submitted along with the designated Human Resources form.
- Bargaining unit members who currently receive additional pay for a doctorate shall not be required to submit a request.
- Any bargaining unit member who meets the criteria for the additional pay for education credits shall see the adjustment effective July 1st and reflected in the July 31, 2024 paycheck, pending budget approval and available funding.

- Bargaining unit members on extended leave (LOA, sabbatical, maternity leave, FMLA, etc.) during this time shall be contacted and held to the same submission deadlines.
- There shall be no retroactive pay available for bargaining unit members who submit their requests outside the established timeframe for consideration. Additional pay for eligible education credits shall be applied according to the established timelines.
- Bargaining unit members shall receive written notification upon the evaluation and determination of education credits.

Future FCASA Bargaining Unit Members:

- In the out years, additional pay for education credits shall be adjusted on either July 1st or January 1st during a fiscal year.
- Official transcripts and a designated form must be on file with the Human Resources Department no later than June 15th for a July 1st salary adjustment or December 15th for a January 1st salary adjustment.
- Adjustments effective July 1st shall be reflected in the July 31st pay. Adjustments effective January 1st shall be reflected in the January 31st pay, pending budget approval and available funding.
- There shall be no retroactive pay available for bargaining unit members who submit their requests outside the established timeframe for consideration. Additional pay for eligible education credits shall be applied according to the established timelines.
- Except for the doctoral degree stipend, external candidates shall not be eligible for the additional pay for education credits for any coursework taken prior to time as a FCASA bargaining unit member.

All additional pay for education credits shall be pension eligible, unless determined otherwise by Maryland State Retirement Agency (MSRA).

There shall be no retroactive application of the salary placement process for current bargaining unit members

or future ones.

J. Additional Pay for National Certification

Additional pay shall be paid provided for the following national certifications:

- \$2,000 additional pay for a School Psychologist holding valid applicable certification from the National Association of School Psychologists (NASP).
- \$2,000 additional pay for a Board Certified Behavior Analyst holding valid applicable certification from the Behavior Analyst Certification Board (BACB).

Article VIII - Leave Benefits

Employees shall be entitled to the following temporary leaves of absence with full pay each fiscal year:

Section 8.1 – Annual Leave

A. Effective July 1, 2020, annual leave shall be provided to each twelve (12)-month employee based upon FCPS service time, as indicated below, and may accumulate to a maximum of forty (40) days per fiscal year. Any annual leave in excess of forty (40) days shall be converted to sick leave.

FCPS Service Time	Annual Leave Days
0 years to 9 years	22 days
10 years to 20 years	23 days
21 years to 27 years	24 days
28+ years	25 days

B. Effective July 1, 2021, twelve-month employees with at least three (3) years of experience as an A&S employee with Frederick County Public Schools shall be given the opportunity to cash in up to nine (9) days of annual leave per year at the per diem rate (annual salary divided by number of work days) of pay. Online requests must be received on or before November 1 for November 30 disbursement or on or before April 1 for April 30.

Bargaining unit members shall have the option to split

eligible annual leave days between the November and April disbursement dates in so long as the maximum number of days is not exceeded.

Effective July 1, 2025, the number of cash-in days shall increase to ten (10).

Section 8.2 – Sick Leave

A. Twelve-month employees shall be entitled to twelve (12) sick leave days and eleven-month employees shall be entitled to eleven (11) sick leave days, the unused portion of which shall be accumulative. Use of sick leave must be no less than one-half (1/2) day increments.

B. Full-time 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 granting ten (10) days beyond their annual allotment for one year. Employees will not be eligible to request and receive this grant more than once within a five (5) year period.

C. Employees on leave of absence do not forfeit sick leave. Employees who resign and return shall have all previous unused sick leave restored.

D. The Board shall accept transfer of full, accumulated sick leave from any school system in Maryland.

E. Employees who are absent from work five (5) or more consecutive school days may be requested to submit a doctors certificate stating that they were unable to report for work; however, the superintendent may require justification of absence(s) whenever there is reasonable cause to believe an absence(s) is/are not bona fide.

F. The Board may ask an employee requesting leave to explain the reasons for the leave so that the Board can determine if the leave qualifies as Family and Medical Leave Act (FMLA) leave.

Section 8.3 – Personal Leave

A. Each employee shall be credited annually with three (3) days to be used for personal leave.

B. Unused personal days may be accumulated to a maximum of ten (10) days. Unused leave in excess of

ten (10) days shall be credited to accumulated sick leave. Leave must be taken in no less than one-half (1/2) day increments.

C. Except when approved by the superintendent or designee, personal leave shall not be used the day before or after a holiday or vacation, or on an in-service day or parent conference day, or at the beginning of the school year, or during the last two (2) days of the ten-month teachers work year. Consideration will be given to the overall impact to the educational program and delivery of services prior to granting approval.

Employees shall be entitled to the following temporary leaves of absence with full pay each school year.

Section 8.4 – Jury Duty

Time necessary for jury duty.

Section 8.5 – Bereavement Leave

1. Up to five (5) days at any one time in the event of the death of an 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 executive director of Human Resources. Except in unusual circumstances, days will be used consecutively.
2. An employee will be granted up to three (3) days at any one time in the event of the death of a grandfather, grandmother, grandfather-in-law, grandmother-in-law, aunt, or uncle, and those who stand in the same status as determined by the executive director of Human Resources. Except in unusual circumstances, days will be used consecutively.
3. An employee will be granted three (3) days in the event of the death of a niece or nephew and those who stand in the same status as determined by the superintendent.

Section 8.6 – Legal Proceedings

Time necessary for appearances in any legal proceedings

connected with employment.

Section 8.7 – Superintendent

A. Other leaves of absence with pay may be granted by the superintendent for good reason.

B. Leave days may be used for observance of recognized religious holidays of the employee’s faith that are not scheduled as holidays by the Board.

Section 8.8 – Leave of Absence Without Pay

Employees shall be entitled to Leave of absence without pay each school year for the following types of leave.

A. Personal Disability

A temporary leave of absence without pay due to personal disability, including pregnancy, shall be granted an employee by the Board as follows:

1. The employee has exhausted sick leave and is still disabled.
2. Medical verification of the disability shall be submitted by the employee to the Human Resources Office on the Board medical disability form.
3. The Human Resources Office shall establish the specific leave time for each employee. Normally, this time shall not exceed two (2) months although exceptions may be granted by the Human Resources Office.
4. Employer health, life, and dental premiums shall be paid by the Board during the temporary leave.

B. Service Programs

A leave of absence without pay of up to two (2) years will be granted to any A&S staff member who joins the Peace Corps, VISTA, or serves as an exchange A&S staff member or overseas A&S staff member, and is a full time participant in either of such programs or accepts a Fulbright Scholarship. Such leaves will span July 1 through June 30. The Board will be notified of such requests by April 1.

C. Education/Study

An A&S staff member will be granted a leave of absence without pay for up to one (1) year for study. Additional leave may be granted at the discretion of the Board. Such leaves will span July 1- June 30. The Board will be notified of such requests by April 1.

D. Military Leave

Military leave without pay will be granted to any A&S staff member pursuant to state and federal laws.

E. Maternity

1. If an A&S staff member does not desire to return to her former position as soon as physically able to do so immediately following the birth of a child, the Board will grant the A&S staff member a leave for the remainder of the school year. A leave request for this purpose must be received by the Human Resources Office by the end of the sixth (6th) month of the pregnancy, except in an emergency. Such request shall be accompanied by a physician's statement of the date of the expected birth.

2. Emergency maternity leave may be granted at the discretion of the Board.

F. Adoption

Requests for adoption leave without pay will be granted pursuant to state and federal law and in conjunction with the Family and Medical Leave Act and Reg. No. 300-42.

G. Family Leave

A leave of absence without pay for up to one (1) year will be granted for the purpose of caring for a sick member of the A&S staff member's immediate family provided this leave spans from July 1 through June 30. Any such leave that may begin during the school year will require the approval of the deputy superintendent.

H. Other Leave

Other leaves of absence without pay may be granted by the Board for good reason.

Section 8.9 – Sabbatical Leave

A. The purposes of sabbatical leave are to enable an

employee to pursue an activity, which will benefit the school system by enhanced professional competence, or to enable an employee to perform in a critical area of need as well as benefit the employee personally.

B. Upon recommendation of the superintendent, sabbatical leaves will be granted up to three (3) applicants per year. Requests for sabbatical leave must be received in writing by the superintendent between July 1 and December 1 of the year proceeding the school 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 evaluation will be considered.

D. To be eligible, an employee must have completed at least six (6) full years of active service with Frederick County Public Schools (FCPS). An employee who has completed a sabbatical will be considered only after all applicants who have not had a sabbatical.

E. An applicant who intends to study must register for a minimum of twelve (12) semester hours per semester unless an exception is granted by the Human Resources Director. After the sabbatical has been completed, the employee shall present to the Human Resources Director adequate verification of the work or experience completed.

F. An applicant who intends to pursue a program other than formal study must present a comprehensive proposal of the proposed program. If the applicant is accepted for a sabbatical leave, the approved program can be changed only by written consent of executive director of Human Resources Director. prior to July 1 of the sabbatical year. After the sabbatical has been completed, the employee shall present to the Human Resources Director adequate verification of program completion.

G. An employee on sabbatical leave (either for one-half of a school year or for a full school year) will be paid by the Board at fifty (50) percent of the salary rate which the employee would have received if the employee had remained on active duty, provided that such employee

agrees to return to employment in the Frederick County School System for a period of one (1) year. Should the employee not return to the service of the Board, the employee will be required to refund the salary granted for sabbatical leave.

H. Upon return from sabbatical leave, an employee will be placed on the salary schedule at the level that the employee would have achieved had the employee remained actively employed in the system during the period of absence.

Section 8.10 – Family Crisis Leave Exchange (FCLE)

The purpose of the Family Crisis Leave Exchange (FCLE) is to provide sick leave to unit members after their accumulated sick leave, personal leave, annual leave and any other leave available to them has been exhausted. The exchange is intended solely for situations that are catastrophic and life threatening to members of the immediate family that require the employees to be temporarily absent from their assignment.

This leave is not available for the employees' personal illness or injury. The exchange will be funded by voluntary contributions of leave from certificated employees. (Rules for such leave are available in Appendix B of this document.

Section 8.11 – Assault/Occupational Disease/Work Injury Leave

A. Whenever an employee is absent from school as a result of personal injury or occupational disease caused by an incident or assault occurring in the course of employment, the employee will be paid the usual salary less the amount of workers' compensation award for a period not to exceed six (6) months or the remainder of the fiscal year, whichever is greater, and no part of such absence will be charged to the annual or accumulated sick leave. It is expected that the employee shall return to work when no longer disabled.

Should a bargaining unit member have the need to seek medical care of an active compensable Workers' Compensation injury beyond the maximum period

identified with each CBA, the bargaining unit member may take leave in half (.5) or full-day increments to seek such medical care which is reasonably required to cure or relieve the employee of the effects of an injury. Such leave must be approved in advance by the school system's Workers' Compensation Office, and if so, no part of such absence shall be charged to the bargaining unit member's sick leave. Denial of such leave shall be provided in writing with a rationale regarding the reason.

B. An 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 employee seeks the initial workers compensation assessment from a physician who is 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 employee elects to seek an assessment from a physician who is not among the list of preferred providers, the employee 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.

C. Employees shall notify the immediate supervisor the same day of the occupational disease or injury or as soon as possible, and the employee shall receive a copy of the report.

Section 8.12 – Leave Procedures

A. An A&S staff member whose certificate status is current will be considered as if actively employed by the Board during paid leave and will be placed on the salary schedule at the level the employee would have achieved if the A&S staff member had not been absent.

B. All benefits to which an A&S staff member was entitled at the time the leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, will be restored to the A&S staff member upon return. The A&S staff member will be assigned to a substantially equivalent position, if available, and for which the A&S staff member holds a valid certificate.

C. The A&S staff member shall have the option of continuing as a participant in the existing insurance benefit programs at the expense of the A&S staff member while taking leave under any provision of this Article.

D. All requests for extended leaves of absence, extensions, or renewals of such leaves, will be in writing and the Board will make a written response to all such requests. A&S staff members on extended leave must give notice of their intention to return to work by April 1.

E. Unless mutually agreed upon, employees taking leave under any provisions of this Article will return commencing July 1 of that year.

Section 8.13 – Family Medical Leave Act (FMLA)

If a bargaining unit member is married to an FMLA-eligible FCPS employee, the FCASA bargaining unit member shall not be required to split the twelve (12)-week period with the spouse employee, as may be required under FMLA.

Section 8.14 – Sick Leave Bank

A. All FCASA bargaining unit members on active duty with FCPS are eligible to contribute to the Sick Leave Bank (SLB). Contributors will be permitted to use the bank for payment of prolonged, catastrophic, incapacitating personal illness, injury, or quarantine of the bargaining unit member during the regularly scheduled duty days in which illness, injury or quarantine is not likely to permanently disable the employee.

B. The Board and FCASA mutually agree to permit employees classified as AMT to participate in the SLB Program. Except where noted, AMT employees will follow the same FCASA SLB Policies and Procedures that apply to

the bargaining unit members. In accordance with Board Policy 319 FCASA agrees that AMT employees are not part of the FCASA bargaining unit and are not entitled to any other FCASA-administered benefits.

C. Annual rates of contribution shall be as determined by the Association and certified to the Director of Human Resources prior to July 1 of each year. Sick leave properly authorized to the SLB for contribution will not be returned if the member elects cancellation. Cancellation, on the proper form, may be elected at any time, and the member shall not be eligible to use the bank as of the effective cancellation date.

D. FCASA bargaining unit members may join the SLB between July 1 and October 1. Members returning from extended leave will be permitted to contribute to the SLB within thirty (30) days of return to work. New bargaining unit members will be permitted to join the SLB within thirty (30) days after employment begins.

E. Members of the SLB are eligible to access the sixty (60) days after their initial contribution. The Approval Committee, upon receipt of a request for days, shall immediately forward to the Human Resources Department a copy of said request. The Human Resources Department shall within five (5) business days inform the committee in writing of any concerns or information that may have a bearing on the committee’s decision.

F. The maximum amount of SLB days drawn in a fiscal year cannot exceed one hundred twenty (120) days or an employee’s duty days, whichever is less. SLB withdrawals are limited to a lifetime cap of 360 duty days. The FCASA Board of Directors and the Director of Human Resources or designee (1:1 vote) may waive these limitations on a case-by-case basis.

G. If a member is still unable to return to work after exhaustion of all SLB benefits, unpaid leave shall be made available in accordance with Article VIII, Section 8.8. In lieu of said unpaid leave, the member, at his/her option, may apply for disability retirement benefits; however, in the event that a member who has been retired due to disability desires to return to active duty upon the

expiration of such disability retirement benefits, the Board agrees to assign the member to a position in accordance with Article VIII, Sections 8.12(D) and (E). In no case will the granting of leave from the SLB cause a member to receive more than his/her annual salary.

H. Members must exhaust all accumulated personal, annual, and sick leave benefits, as well as make application for the ten (10)-day sick leave grant as outlined in Article 8.2(B), before receiving leave from the SLB. Application for the use of the SLB shall be made on the required form and submitted to the Approval Committee.

I. An Approval Committee, appointed by the President of the Association, shall have the responsibility of receiving requests, verifying the validity of requests, recommending approval or denial of the request, and communicating its decision to the member and the Human Resources Department. 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 Human Resources Director.

J. Upon receipt of the decision of the Approval Committee, the Human Resources Department shall verify that the request is within the limits of the bank balance, the applicant's accumulated sick leave has been exhausted, and the applicant's illness is prolonged, catastrophic, incapacitating and personal. The decision of the Approval Committee shall be approved by the Human Resources Department, unless the decision of the Approval Committee is arbitrary or capricious. Upon issuance of such approval, the Human Resources Department shall forward the SLB grant to the Payroll Office.

K. Any disputes arising from this 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.

L. FCASA and the Board agree that the Board will have final determination in any dispute involving AMT employees who are members of the SLB. Board decisions or interpretations involving AMT employees do not apply to the FCASA bargaining unit and are not precedent

setting for the FCASA bargaining unit.

M. If a member does not use all of the days granted from the bank, the unused SLB days will be returned to the bank.

N. A copy of the SLB policies and procedures can be found in Appendix C.

Article IX - Benefits/Insurance

Section 9.1 – Medical, Prescription, and Vision Insurance

The Board shall pay for each participating employee each year 95% of the premium cost of group medical, prescription, and vision coverage unless waived by the employee. The employee may elect to add employee plus one or family coverage.

The Board contributes each year an amount calculated to equal 65% 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 Blue Vision Plus
- Prescription Drugs – CVS/Caremark

Section 9.2 – Dental Insurance

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

Section 9.3 – Life Insurance

1. The Board shall pay for each 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 of salary.
2. The Board shall make available to all eligible employees, at the employee's expense, the option

to purchase supplemental life insurance for themselves. Eligible employees may also purchase, at their expense, additional life insurance for their dependents up to the approved plan maximum.

Section 9.4 – 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 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.

Section 9.5 – General Liability Insurance

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

1. 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.
2. 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.

Section 9.6 – Retiree Insurance

1. Retiree is defined as having at least ten (10) years of

service with Frederick County Public Schools (FCPS).

2. The Board will contribute 80% of the premium for all retirees with 25 or more years of service.
3. The Board will contribute 65% of the premium 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 premiums costs will be reallocated to cover costs for the retiree dependent premium.
6. A significant portion of the Boards’ previous contributions to dependent medical premiums will be reallocated to support individual retiree premiums.
7. The Boards’ previous dental premium contribution plus the remaining Boards’ previous dependent contribution will comprise the new Board allocation for dependent coverage.

Section 9.7 – Insurance Council

1. FCASA and the Board shall each appoint two (2) representatives to the Insurance Council. These respective representatives shall be inclusive of and have the same roles and responsibilities afforded to Insurance Council designees recognized in other FCPS employee collective bargaining agreements. 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 Insurance Council.
2. Association representatives shall be released from school/office duties for meetings of the Insurance Council without loss of salary whenever it is jointly decided to hold such meetings during the school day.
3. The specific insurance coverage shall be listed in the employee benefit plan description booklet, which will be updated at the conclusion of negotiations. The coverage shall not be modified, except with a written notice of thirty (30) days in advance of the proposed

changes. Approval for any such change will take place as a component of negotiations.

Article X - Grievance Procedure

A. Definitions

1. Grievance: A “grievance” is a claim by a bargaining unit member of an alleged violation of the interpretation or application of this Agreement.
2. Aggrieved Person: An “aggrieved person” is the person or persons making the claim. If the grievance affects a group or class of bargaining unit members, or if the alleged violation affects Association rights, the Association may act as the “aggrieved person.”

B. Purpose

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

C. Procedure

Informal Level

A bargaining unit member with a grievance shall first discuss it with the immediate supervisor directly, the objective being an informal resolution to the matter.

Level One

1. A bargaining unit member may present a grievance directly to the immediate supervisor within twenty (20) days of first occurrence or first reasonable knowledge of alleged act. Such grievance must be in writing, signed by the FCASA President or designee, and must state specifically that this grievance procedure is being invoked. The bargaining unit member may appear alone or with a representative from the Association.
2. Within five (5) days of the receipt of the grievance, the immediate supervisor shall inform the Association

and the aggrieved person of the decision and shall provide a statement in writing of the reasons for the decision.

Level Two

1. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) days after the presentation of the written grievance, the bargaining unit member may file the grievance in writing with the Association within ten (10) days after the receipt at Level One.
2. If it so decides, the Association may refer it to the Superintendent no later than fifteen (15) days after the receipt at Level One.
3. Within ten (10) days of the receipt of the grievance, the Superintendent shall inform the Association and the aggrieved person of the decision and shall provide a statement in writing of the reasons for the decision.

Level Three

1. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) days after the grievance was received by the Superintendent, the bargaining unit member may request in writing within fifteen (15) days after receipt by the Superintendent that the Association submit the grievance to arbitration.
2. If the Association determines that the grievance is meritorious, 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.
3. No individual employee shall have the right to invoke this arbitration procedure.

D. 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 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 or provisions 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 the Association. The decision of the arbitrator shall be final and binding on the aggrieved person, the Association, and the Board.

E. Miscellaneous

1. The number of days indicated at each level shall be considered as a maximum, and every effort shall be made to expedite this process, especially where the alleged violation is ongoing and time sensitive. The time limits, however, may be extended by mutual agreement.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be waived so that the grievance procedure may be exhausted as soon as it is practicable following the end of the school year.

3. The Association and the Board shall each bear its own expenses in these arbitration proceedings, except that they shall share equally the fee and other expenses of the arbitrator in connection with the grievance submitted.

4. By mutual agreement of the Association and the Board, the time limits stated herein may be compromised to allow the collection of pertinent information and in the interest of prudent resolution of the grievance.

5. If a grievance affects a group or class of bargaining unit members, it may be initially filed with the

Superintendent at Level Two.

6. Any aggrieved person may be represented at all stages of the grievance procedure, either alone or with a representative(s) selected or approved by the Association, and the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

7. 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.

8. 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.

9. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association.

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

11. Should the investigation or processing of any grievance require that a bargaining unit member be released from regular assignment, the employee shall be released without loss of pay or benefits.

Article XI - Benefits/Insurance

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

Annotated Code of Maryland.

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

Article XII - Evaluations

At a minimum, all employees will be evaluated in accordance with state requirements for renewal of their professional certificate, which are included in Section 12.1, paragraphs A and B below.

Section 12.1 – Evaluations

A. General Standards

1. An evaluation shall be based on written criteria established by the local Board of Education, including but not limited to scholarship, instructional effectiveness, management skills, professional ethics, and interpersonal relationships.
2. An evaluation shall provide, at minimum, for an overall rating.
3. An overall rating that is not satisfactory or better is considered unsatisfactory.
4. An evaluation shall be based on at least two observations¹ during the school year.
5. An unsatisfactory evaluation shall include at least one observation by an individual other than the immediate supervisor. (where applicable)
6. The written evaluation report shall be shared with the certificated individual who is the subject of the evaluation.
7. The certificated individual shall receive a copy of and sign the evaluation report.

8. The signature of the certificated individual does not necessarily indicate agreement with the evaluation report.

9. An evaluation shall provide for written comments and reactions by the individual being evaluated, which shall be attached to the evaluation report. (Source: COMAR 13A.07.04.02)

B. Frequency of Evaluations Advanced Professional Certificate

1. An individual holding an Advanced Professional Certificate shall receive an evaluation at least twice during the validity period of each certificate. The first evaluation shall occur during the initial year of the certificate.
2. An individual holding an Advanced Professional Certificate who receives an unsatisfactory overall rating shall be evaluated at least once annually until receiving a satisfactory rating.
3. If an individual holding an Advanced Professional Certificate receives an overall rating of satisfactory or better, subsequent annual performance shall be considered satisfactory in the absence of an annual evaluation.
4. Employees new to their position shall be evaluated during the first year in the new assignment, regardless of where they may be on the cycle for certification renewal.

C. Procedures

1. Recognizing that employees may begin employment at different times in the school year, dates of evaluation cycles may vary. However, in all occasions the evaluator will first meet with the employee to review the evaluation process above and offer a second opportunity within the evaluation year to review the employee's progress. Evaluation timelines are as follows:

¹Administrators are not technically observed in the same manner as that of teachers, rather observations are based on assessments of the evaluator throughout the course of the year based on informal observations, communications, site visits, shadowing, and reviewing data and records; all which can reveal a summation of an individual's performance over the course of a year. (Source: Maryland State Board of Education Op. No. 02-46)

a. Current employees will meet with their evaluator by September 30 to review the evaluation process and to collaboratively establish the evaluator’s objectives for the school year. The evaluator will meet with the employee by January 31 to review the employee’s progress. Any new data introduced may result in revision of the objectives and/or artifacts.

b. Employees hired after the start of the school year for students will meet with their evaluator within 30 days to review the evaluation process and to collaboratively establish the evaluator’s objectives for the school year. The evaluator and employee will establish a mutual date to review the employee’s progress. Any new data introduced may result in revision of the objectives and/or artifacts.

2. Employees will have the opportunity to meet with their evaluator to review the evaluation process and the objectives for that evaluation cycle. Such objectives will focus on the standards established within the evaluation instrument and upon specific goals and identified needs.

3. Research based surveys may be used as part of the evaluation process to provide feedback on trends and perceptions regarding overall performance of the school. Both parties recognize and support the need to ensure the integrity and validity of the information collected.

4. Coaching and feedback are essential tools to the evaluation process and may include sample artifacts and state-issued data which are previously communicated prior to completing the evaluation instrument.

5. An evaluator who has performance concerns about an employee will communicate such concerns in a timely manner.

6. Any negative material or information included in the evaluation shall be made known to the employee prior to the evaluation conference.

7. The employee shall acknowledge the opportunity to review the evaluation document by signing the file copy.

8. If an employee is to be terminated or reassigned based on evaluation performance, the employee will be notified prior to May 1.

Section 12.2 – Professional Remediation Plans

1. When an individual’s job performance is deemed unsatisfactory, the evaluator shall promptly advise the individual of such circumstances by conference and written notification.

2. A remediation plan will be developed and will include a reasonable timetable for the staff member to correct the concern.

3. If an employee continues to be unsatisfactory, then progressive steps will be followed, up to and including termination.

4. FCASA members shall receive all due process and appeal rights as described in Maryland law.

Article XIII - Personnel Files

A. Material of a negative nature to an administrator’s conduct, service, character or personality must be shown personally to the FCASA member prior to placement in the personnel file.

B. FCASA members shall acknowledge the opportunity to review said material by signing the file copy. Such signature in no way indicates agreement with the content.

C. The FCASA member will have the right to submit a written answer to such material which will be placed in the file.

D. FCASA members shall have the right, by appointment, to review the contents of their personnel file. A FCASA member shall be entitled to have a representative of the Association present during such review.

E. Whenever a formal written complaint is lodged against an A&S member, the appropriate school system official

shall notify the member of the complaint and the charges within ten (10) business days. The A&S unit member shall also be provided the name of the complainant except where prohibited by law or Board policy.

F. The Board agrees to protect the confidentiality of personnel records with the exception of information that falls under the order of the Freedom of Information Act and No Child Left Behind or a court order.

Article XIV - Transfer, Promotions and Reduction of Unit Provisions

Section 14.1 – Involuntary Transfer

The Superintendent or designee has the authority to assign and transfer employees as the needs of the school system require. With the exception of extenuating circumstances, a unit member who is involuntarily transferred will receive a minimum notice of twenty (20) calendar days in advance of the transfer.

In the event the unit member objects to the decision, the unit member may request to meet with the Superintendent or designee to review the reasons for the transfer. The unit member has the option to invite FCASA representation to such meeting.

Except for performance or disciplinary reasons, an employee who is involuntarily transferred to a lower paying position shall maintain the higher pay for one (1) calendar year from date of transfer.

Section 14.2 – Voluntary Transfer

Unit members are required to complete an intention form expressing their interest for a new assignment or to remain in their current assignment on or before March 1. Forms will be available January 1. Unit members who indicate interest in a lateral transfer on the intention form will be provided a one-time notification of available vacancies on or before May 15.

Section 14.3 – Promotional Opportunities

All FCASA administrative and supervisory promotional opportunities will be posted for five (5) work days.

Unit members seeking promotional opportunities may apply for vacancies as they become available. Factors considered for selecting the best qualified candidate may include certification status, academic achievement, skills, abilities, performance, relevant background and overall best interest of the school system. Unsuccessful candidates will be notified in writing as soon as possible.

If a unit member is an unsuccessful candidate, he or she may request a meeting with a Human Resources administrator to seek feedback about his or her application and interview assessment in an effort to improve for future opportunities.

Section 14.4 – Reduction of Unit Positions (RIF)

A. If it becomes necessary to reduce the total number of positions in the FCASA unit, impacted individuals and FCASA will receive a minimum notification of thirty (30) days before the effective date of the decision.

B. When making decisions regarding a reduction in unit positions, the Board will first consider unit members holding a provisional or conditional certificate.

C. Although there is no tenure to an administrative position, if a unit member has acquired tenure status as a certificate professional with Frederick County Public Schools and has current teaching certification endorsements, he or she will be eligible for a teaching assignment in accordance with seniority acquired by continuous paid employment with FCPS.

D. The Board will allow unit members who have been terminated as a result of the reduction in the unit to pay the same share of the insurance premium at time of separation for up to three (3) consecutive months or when full-time employment is attained, whichever occurs sooner.

E. Bargaining unit members who experience a RIF will have their seniority, longevity, and other benefits restored upon placement/recall to the bargaining unit within a two (2)-year timeframe.

F. Should it become necessary to furlough bargaining unit members, individuals and FCASA will receive a minimum

notification of thirty (30) days before the effective date of the decision.

Article XV - Professional Standards

Section 15.1 – Joint Collaboration Council

A FCASA/FCPS Collaboration Council shall be established, jointly chaired by a designated representative from FCASA and FCPS. The purpose of such council shall be to develop annual goals and objectives regarding communication of initiatives and changes in existing practice, and for clarification of current application of policies, regulations, or standard operating procedures within each respective organization. It shall be the responsibility of the designated chairs to appoint up to five (5) representatives from each organization, establish an annual meeting schedule, and jointly agree on agenda items prior to each meeting. Meeting dates will be established by the superintendent and president of FCASA or their designees.

Section 15.2 – Decision Reversals

With the exception of extenuating circumstances, before a supervising administrator reverses a decision made by an administrative and supervisory (A&S) unit member, the supervising administrator will explain the reason the decision is being reversed with the impacted unit member.

Section 15.3 – Professional Development

The Board and the Association recognize the value and merits of having a well-informed administrative staff to lead the schools in Frederick County. We believe that all members should be encouraged to participate in ongoing professional growth opportunities within the following parameters:

- A. Funds shall be provided to allow each unit member to attend a local, regional, or national training/conference at a minimum once every four (4) years.
- B. Training/conference shall be selected by the member and shall be approved by his/her supervisor.
- C. After consulting with FCASA, the maximum amount of the professional development budget shall be determined

annually by the Board.

Section 15.4 – Work Related Facilities

- A. A&S members will have a serviceable and lockable desk and chair, a computer, a phone, and to secure personal and work-related materials or supplies, a file cabinet or closet.
- B. A&S members will have access to private areas for confidential phone conversations and meetings.
- C. Employees with a hire date July 1, 2012, and thereafter who are assigned to the South East Street Central Office location will be required to pay a fee of \$30.00 per month if they elect to park in designated BOE parking areas. Employees may elect payroll deduction to allocate payment over 11 or 12 months of employment.

Article XVI - Reimbursements

Section 16.1 – Education Expenses

- A. Non-Doctoral Graduate Coursework: The Board shall reimburse employees for tuition costs incurred in coursework. This reimbursement shall be a flat rate of up to \$10,000 per year per individual with a lifetime maximum of \$20,000.
- B. Doctoral Program: The Board shall reimburse employees for tuition costs incurred in coursework in a pre-approved program of study leading to a Doctoral degree. This reimbursement shall be a flat rate of up to \$15,000 per year with a lifetime maximum of \$30,000.
- C. Courses and programs must be approved by the Human Resources Office thirty (30) days prior to registration for employees to receive reimbursement. Reimbursement shall be made to the employee within forty-five (45) workdays after the Board has received all materials of verification.
- D. The Board shall recognize credit courses, programs, and degrees from institutions that have accreditation accepted by the Maryland State Department of Education.
- E. Salary adjustments earned as a result of increased advanced coursework shall be made effective February

1, July 1, and September 1. Credits for such adjustments must be earned prior to the above-mentioned dates. If evidence of successful completion is received within thirty (30) days of the above dates, salary adjustments will be retroactive to that adjustment date.

F. Employees must be actively employed at the time of the request, while coursework is being completed, and when reimbursement is requested. The employee shall file the completed request for tuition reimbursement with the Board of Education by the dates listed below:

Filing Deadlines for Reimbursement:

October 15 - Summer Courses (Courses ending by August 31)

March 1 - Fall Courses (Courses ending by December 31)

June 30 - Spring Courses (Courses ending by June 1)

G. With the exception of a waiver request for an extenuating circumstance approved by the Superintendent or a designee, a bargaining unit member who receives reimbursement for tuition, continuing education units (CEUs), or approved license or testing fees and subsequently leaves employment within two (2) years of receiving reimbursement shall be required to repay the monies received or paid directly on her/his behalf.

Any approved unpaid extended leave of absence shall not be counted as active service when determining an employee's repayment obligation.

Extenuating Circumstances

- Extenuating circumstances shall be limited to the following life situations:
- Employee death;*
- Military transfer for employee or spouse;*
- Job transfer for spouse;
- Medically certified temporary disability for employee which lasts more than twenty-four
- (24) consecutive months and prevents employee from fulfilling employment duties and responsibilities during this time;
- Medically certified care responsibilities for an

employee's family member, as defined by FMLA, which lasts more than twenty-four (24) consecutive months and prevents employee from fulfilling employment duties and responsibilities during this time;

- Reduction in Force (RIF); **
- Divorce; or
- Prolonged, catastrophic, incapacitating personal illness or injury resulting in a permanent disability of the employee, as recognized by the Maryland State Retirement and Pension System and/or the United States Social Security Administration.

* Any repayment obligation owed at the time of an active employee's death or the military transfer for an employee or spouse shall be automatically waived.

** Any employee who fails to accept a position and forfeits employment in accordance with Article 14.4, titled "Reduction of Unit Position (RIF)," shall not be eligible to have the repayment obligation waived.

Waiver Request Process

In the event an employee experiences an extenuating circumstance, as outlined above, which necessitates the employee's separation from service with FCPS, the employee may contact the Senior Manager of Employee Relations and Contract Management in the Department of Human Resources to request a repayment obligation waiver for the monies received or paid directly on her/his behalf.

Written waiver requests, including documentation to substantiate the extenuating circumstance, must be submitted within thirty (30) days after receiving notice of repayment obligation from FCPS. No extenuating circumstance shall be considered after this thirty (30)-day period.

Upon receipt of the waiver request, the Senior Manager of Employee Relations and Contract Management shall review the request and provide a written response to the employee within thirty (30) days.

The employee may pay monies owed directly or have the amount deducted from the last paycheck. The entire obligation must be satisfied within six (6) months of the employee leaving FCPS after final determination of waiver request.

Maternity/Paternity Leave

Should an employee return to full or part-time active service for an entire school year immediately following an approved unpaid extended maternity/paternity leave of absence, her/his repayment obligation owed at the time of leave shall be waived.

Section H

Bargaining unit members may utilize their education expenses for Continuing Education Units (CEUs) to maintain a certification or license.

Section 16.2 – Travel Mileage

Authorized travel in connection with the employee’s assigned professional duties shall be at the current IRS rate. Upon verification from supervisor, the Board shall reimburse designated principals, assistant principals, pupil personnel workers, and other positions approved by the Superintendent or his/her designee who may be required to use their own automobiles in the performance of their duties to transport students, \$110 per year (increases to \$150 per year effective FY 2024) for insurance coverage above state minimums, with a minimum of \$100,000/\$300,000 bodily injury and \$100,000 property damage.

Article XVII - Severance of Employment

Section 17.1 – Notification

It is an expectation that employees severing employment through resignation or retirement will submit a letter of resignation or an employment severance form to their immediate supervisor with a copy to the Human Resources Office with at least four (4) weeks’ notice provided and completion of priority assignments. Exceptions must be approved by the Superintendent.

Section 17.2 – Terminal Pay

A. Employees presently employed at the time of retirement or death while under contract shall receive terminal pay at the rate of forty percent (40%) of the accumulated sick leave at final hourly per diem and one hundred percent (100%) for up to 40 (forty) days of accumulated annual leave at the final hourly per diem. To be eligible for sick leave pay out, the employee must have served ten (10) years with Frederick County Public Schools (FCPS). Upon death, employees shall receive this benefit regardless of years of service.

B. Any unused personal days shall be counted as sick leave upon the employee’s retirement or death.

Article XVIII - Administrative Mentoring or Coaching

A. Contingent upon funding, FCPS will advertise coaching leadership opportunities for current FCASA bargaining unit principals and assistant principals who have a minimum of five (5) years of FCPS administrative experience.

B. Newly hired principals and assistant principals will be matched with effective and experienced colleagues who will provide valuable support, feedback, and concrete suggestions for leadership growth.

C. The number of coaching positions will be dependent upon the number of FCPS principals and assistant principals hired each fiscal year.

D. Each coach leadership position will have a duration of one (1) year, beginning September 1st and terminating on June 30 of each fiscal year.

E. Each coach will receive a stipend of up to \$5,000.

F. Coaches will receive professional learning and resources, as deemed appropriate by FCPS.

G. No discussions or observations associated with the coach or coachee will be used for evaluative purposes.

H. New non-school-based administrators and supervisors

will receive mentoring and coaching effective FY 2024.

Article XIX - Duration

A. This agreement shall be effective July 1, 2024, through June 30, 2026.

B. During the term of this Agreement, FCASA agrees to accept the Insurance Council's recommendations, as recommended by a majority of the designated voting members of the council.

C. For FY 2025 (July 1, 2024 to June 30, 2025) both parties agree to the following reopeners:

1. Salaries,
2. Blueprint for Maryland's Future, and (Negotiations shall begin no later than October 1, 2024.), and

D. For FY 2026 (July 1, 2025 to June 30, 2026) both parties agree to the following reopeners:

1. Salaries,
2. Blueprint for Maryland's Future, and
3. One (1) article from each side.

E. The parties agree to meet on or before January 1, 2026, for full negotiations on a new Negotiated Agreement to take effect July 1, 2026 (FY 2027).

The undersigned acknowledge that agreement was reached as a result of good faith negotiations between the authorized representatives of the Frederick County Administrative and Supervisory Association and the Board of Education of Frederick County (hereinafter known individually as “Party” and collectively known as “Parties”). Additionally, the Parties attest that this document represents the entirety of issues which were the subject of bargaining. Any current language which was not expressly addressed by the aforesated shall remain unchanged and in full force and effect, unless negotiated otherwise or contrary to law. Finally, the Parties understand that the provisions of these negotiations shall become effective July 1, 2024, and remain in effect through June 30, 2026.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed by an authorized representative on this 12th day of June 2024.

Frederick County Administrative and Supervisory Committee

Board of Education of Frederick County



Dr. Danny Rumpf
President



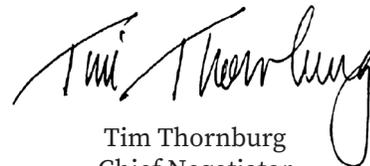
Karen Yoho
President



Daniel W. Besseck
Chief Negotiator



Dr. Cheryl L. Dyson
Superintendent of Schools



Tim Thornburg
Chief Negotiator

Appendix A

EFFECTIVE JULY 1, 2024 THROUGH JUNE 30, 2025

11 MONTH (PA2) - 208 DAYS - 7 HOUR

12 MONTH (PA1) - 244 DAYS - 7 HOUR

STEP	GRADE AS-1	GRADE AS-2	GRADE AS-3
1	\$76,525	\$79,272	\$82,024
2	\$78,891	\$81,727	\$84,560
3	\$81,331	\$84,253	\$87,176
4	\$83,975	\$86,991	\$90,009
5	\$86,704	\$89,819	\$92,935
6	\$89,522	\$92,737	\$95,954
7	\$92,431	\$95,751	\$99,074
8	\$95,435	\$98,864	\$102,292
9	\$98,537	\$102,077	\$105,616
10	\$101,739	\$105,393	\$109,050
11	\$105,046	\$108,819	\$112,593
12	\$108,460	\$112,356	\$116,253
13	\$111,984	\$116,008	\$120,032
14	\$115,624	\$119,778	\$123,933
15	\$119,382	\$123,671	\$127,960
16	\$123,263	\$127,680	\$132,119
17	\$127,267	\$131,840	\$136,412
18	\$131,403	\$136,125	\$140,845

STEP	GRADE AS-1	GRADE AS-2	GRADE AS-3	GRADE AS-4	GRADE AS-5
1	\$89,771	\$92,996	\$96,222	\$102,672	\$109,121
2	\$92,546	\$95,870	\$99,196	\$105,846	\$112,496
3	\$95,409	\$98,837	\$102,264	\$109,120	\$115,975
4	\$98,509	\$102,047	\$105,588	\$112,665	\$119,745
5	\$101,711	\$105,365	\$109,019	\$116,328	\$123,636
6	\$105,015	\$108,788	\$112,563	\$120,108	\$127,653
7	\$108,429	\$112,324	\$116,221	\$124,011	\$131,803
8	\$111,953	\$115,975	\$119,996	\$128,041	\$136,086
9	\$115,591	\$119,745	\$123,896	\$132,204	\$140,509
10	\$119,348	\$123,636	\$127,924	\$136,499	\$145,076
11	\$123,227	\$127,653	\$132,081	\$140,937	\$149,791
12	\$127,232	\$131,803	\$136,374	\$145,516	\$154,659
13	\$131,368	\$136,086	\$140,807	\$150,244	\$159,685
14	\$135,636	\$140,509	\$145,382	\$155,128	\$164,874
15	\$140,044	\$145,076	\$150,106	\$160,170	\$170,234
16	\$144,596	\$149,778	\$154,985	\$165,375	\$175,767
17	\$149,294	\$154,659	\$106,022	\$170,751	\$181,478
18	\$154,147	\$159,685	\$165,224	\$176,299	\$187,377

Annual Addl. Pay for Education Credits: *

- \$1,500 for fifteen (15) credits
- \$2,500 for thirty (30) credits
- \$3,500 for forty-five (45) credits
- \$5,000 for doctoral degree

Annual Longevity: *

- \$1,500 for 5-8 years in bargaining unit
- \$2,000 for 9-12 years in bargaining unit
- \$3,000 for 13-17 years in bargaining unit
- \$4,000 for 18+ years in bargaining unit

* Non-cumulative

Other Annual Additional Pay:

- \$2,000 for National Board Teacher Certification (NBPTS)
- \$2,000 for National Association of School Psychologists (NASP)
- \$2,000 for Behavior Analyst Certification Board (BACB)
- \$5,000 for Lead Curriculum Specialist

Appendix B

Frederick County Administrative and Supervisory Association Family Crisis Leave Exchange (FCLE)

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 administering committee. Immediate family means the employee's spouse, child, or parent.
2. The employee shall not be gainfully employed in any other capacity during the covered period.
3. Maximum grant shall be fifty (50) 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 FCASA President for consideration by the FCASA Family Crisis Leave Exchange (FCLE) Committee, stating the details of the circumstances and the likely duration.
2. The Finance Department shall verify the employee's leave status to the FCASA FCLE Committee.
3. A written statement detailing the condition, treatment plan, and diagnosis shall be submitted by the attending physician(s).
4. The FCASA FCLE Committee shall notify the superintendent or his/her designee, Human Resources, and the deputy superintendent of the request and seek any input that they may have concerning the request.
5. The FCASA FCLE Committee shall approve or deny the request by a majority vote of the board. The FCASA FCLE Committee's decision is appealable to the FCASA

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 FCLE 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 Family Crisis Leave Donation Form and return the form to the FCLE Chairperson.
9. FCASA FCLE Committee shall establish a database system to track the donations with their utilization.
10. FCASA FCLE Committee shall provide 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 a t zero
(0) until the next request.
13. The FCLE Committee will function on an as-need basis. The committee will consist of at least five (5) FCASA members selected by the FCASA president and approved by the FCASA board of directors. Committee Term: two (2) years - terms should be staggered.

Appendix C

Frederick County Administrative and Supervisory Association Sick leave Bank Policies and Procedures

Adopted June 20, 2013

Statement of Intent:

The purpose of the Sick Leave Bank is to provide sick leave to Frederick County Administrative and Supervisory Association (FCASA) members who contribute to the Bank in cases of prolonged personal illness or injury, not likely to lead to permanent disability, after the members' accumulated personal, annual and sick leave has been exhausted.

Membership Eligibility:

All members of FCASA on active duty in Frederick County Public Schools (FCPS) are eligible to contribute to the Sick Leave Bank. FCPS AMT members who are grandfathered in or are invited by the Sick Leave Bank Committee are eligible.

Eligibility for Drawing Leave:

Contributors will be permitted to apply for leave from the Sick Leave Bank to cover:

1. Illness or injury. Regularly scheduled duty days for periods of prolonged personal illness or injury, not likely to lead to permanent disability. The Sick Leave Bank cannot be used by the contributor to remain away from the position in order to assist a family member who is ill.
2. Surgery. For all scheduled surgery, application must be submitted for advance consideration.

Procedures for Joining and Withdrawing:

The contribution on the appropriate form will be completed and authorized by the FCASA member. Sick Leave Bank membership continues from year to year until canceled in writing by the contributor. Cancellation of enrollment in the Sick Leave Bank may be elected between July 1 and October 1, and the contributor will not be eligible to use the Sick Leave Bank as of the effective

cancellation date. Prior donated sick leave properly authorized for contribution to the Sick Leave Bank will not be returned upon cancellation.

Contribution Procedures:

The regular annual enrollment period in the Sick Leave Bank will be from July 1 through October 1. The current assessment (i.e., number of earned sick leave days contributed to the Bank) is determined annually by the FCASA Sick Leave Bank Committee and approved by the FCASA Board of Directors. The annual assessment may be increased to maintain the number of days necessary to support the bank for one year.

During the enrollment period, current Sick Leave Bank contributors will donate the current assessment of earned sick leave. The assessment for those who were not Sick Leave Bank contributors the previous year will be one (1) day. Employees new to FCPS or new to the FCASA unit will be assessed one (1) day.

Employees new to the FCASA unit will be permitted to contribute to the Sick Leave Bank within thirty (30) days after assignment to the position. Contributors returning from extended leave and new employees must donate their leave within the first thirty (30) calendar days after reassignment or employment. Any former Sick Leave Bank contributor returning from extended leave will be permitted to rejoin the Bank upon contributing the current assessment within thirty (30) days after reassignment on the approval of the Sick Leave Bank Committee.

Benefits:

During the first year of membership, the maximum number of days a contributor may draw from the Bank will be limited to twenty (20) days. During the second year of membership, the maximum number of days a contributor may draw from the Bank will be limited to forty (40) days. In the third and subsequent years, the maximum number of days a contributor may draw from the Bank will be limited to 120 days per year. Sick Leave Bank withdrawals are limited to a lifetime cap of 360 days. Leave will be granted in thirty (30) day increments. Sick

Leave Bank contributors returning from leave will be reinstated at the same level of eligibility held when going onto leave. All benefits are determined per fiscal year. All Sick Leave Bank contributors enrolled as of June 30, 2013, will be eligible for a maximum of 120 days per year.

Drawing Sick Leave:

Contributors must use all personal, annual and sick leave accumulated before receiving leave from the Sick Leave Bank. The Sick Leave Bank contributor must have donated the required assessment to the Sick Leave Bank. Each member requesting days from the Sick Leave Bank, after exhausting personal, annual and sick leave, must seek the ten (10) day grant of sick leave available to FCASA members under Article IX, Section B of the Negotiated Agreement, prior to being granted sick leave days from the bank.

New contributors to the Sick Leave Bank may not access the bank until a sixty (60) business day waiting period has been met.

All requests to draw upon the Sick Leave Bank must be made upon a FCASA Sick Leave Bank Request Form and submitted to the FCASA Sick Leave Bank Committee within thirty (30) calendar days of the first date Sick Leave Bank usage is requested. Forms can be obtained from the FCASA file on the system drive, from the FCASA President, or from the Chair of the Sick Leave Bank Committee.

Leave will be granted in thirty (30) day increments. Leave may be granted in half day or full day increments. The maximum number of days granted to any member will be 120 days per year. The FCASA Board of Directors may waive these limitations on a case-by-case basis.

All repeat requests for leave must be received by the Sick Leave Bank Chair ten (10) days prior to the next thirty (30) day cycle. In extreme and unusual cases, exceptions may be approved by the Committee.

All request forms must be completed, including signed statements by a licensed medical doctor confirming the incapacitating personal illness. In the case that an applicant is incapacitated, the application for sick leave

may be submitted to the Committee by his/her designee or family member. The Committee will review all requests to draw upon the Sick Leave Bank within fifteen (15) working days after receipt of all required forms in their entirety.

The Committee may:

1. Approve leave grants from the Bank in units of no more than thirty (30) consecutive duty days upon request of the applicant;
2. Require the applicant to undergo a second medical review by a licensed medical doctor of the Committee's choice at any time (including physical, mental/psychological illnesses), and always if more than sixty (60) days are requested for the same illness, at the member's expense, with said licensed medical doctor's report to be sent directly to the Committee;
3. Require the applicant to submit a medical treatment plan from the applicant's primary or treating physician upon making a second request for the same illness;
4. Request an interview for clarification; or
5. Deny the request for sick leave. This decision may be appealed to the FCASA Board of Directors by submitting a letter to FCASA within fifteen (15) calendar days after notification of the Committee's decision.

The Committee will communicate its decision to the applicant and the appropriate FCPS office.

In cases of incapacitating work-related injury, the applicant will comply with all guidelines to initiate action for Workmen's Compensation benefits in accordance with the FCASA Negotiated Agreement, Article XV.

In cases of incapacitating permanent disability, the applicant requesting the sick leave will initiate action through the Maryland State Retirement System. If the applicant is approved for permanent disability, the Sick Leave Bank withdrawals will cease with the beginning of the disability payments.

Any abuse of the Sick Leave Bank will result in forfeiture of the days granted. After an investigation, the applicant

will be informed in writing of the suspected abuse of the Sick Leave Bank and informed of the right to appeal.

If an applicant is receiving a second income (i.e., from a second job) that information must be disclosed to the Committee. This will not automatically disqualify an applicant.

Accounting Procedures:

FCASA will maintain the records of contribution, applications for use of the Sick Leave Bank, and all cancellation forms, and forward copies to the appropriate FCPS office. The FCASA Sick Leave Bank Committee and appropriate FCPS officials may meet or confer at any time upon the reasonable request of either party to determine the status of the FCASA Sick Leave Bank.

This document will go into effect July 1, 2013 and will supersede any and all prior documents pertaining to the policies and procedures of the FCASA Sick Leave Bank that may have been written prior to this date. All contributors to the Sick Leave Bank as of June 30, 2013 will be covered under this document and will abide by its policies and procedures.



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