

NEGOTIATED AGREEMENT

BETWEEN THE

FREDERICK COUNTY

ADMINISTRATIVE

AND

SUPERVISORY

ASSOCIATION

AND THE

BOARD OF EDUCATION

OF

FREDERICK COUNTY, MARYLAND

July 1, 2009 – June 30, 2010

BOARD OF EDUCATION OF FREDERICK COUNTY
AND
FREDERICK COUNTY ADMINISTRATIVE AND SUPERVISORY ASSOCIATION (FCASA)
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ARTICLE I GENERAL PROVISIONS

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 Education Article §6-401.

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, and assistant supervisors herein after referred to as employees.

ARTICLE II NEGOTIATIONS PROCEDURES

- A. Both parties agree to negotiate in good faith as prescribed in §6-401, et seq., *Education Article of 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. Every effort will be made to begin negotiations on a date mutually agreed upon but no later than December 1. Every effort will be made to complete negotiations by January 31. All issues proposed as negotiation topics will be provided by both parties no later than the second 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 of the Annotated Code of Maryland* shall apply in the case of impasse. If upon request of either party the state superintendent of schools determines from the facts that an impasse is reached in negotiations between a public school employer and an employee organization designated as an exclusive negotiating agent, the assistance and advice of the state board of education may be requested, with the consent of both parties. In the absence of such consent, upon the request of either party,

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a panel shall be named to aid in the resolution of differences. Such panel shall contain three (3) persons, one to be appointed by each party within three (3) days, and the third to be selected by the other two within ten (10) days from the date of such request. If the parties are unable to agree upon a panel member or obtain a commitment to serve within the specified period, a request for a list of possible panel members may be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of a third panel member. The state board of education, or the panel selected, shall meet with the parties to aid in the resolution of differences and, if the matter is not otherwise resolved, shall make a written report and recommendation within thirty (30) days from the date of said request. Copies of such report shall be sent to representatives of both the public school employer and the employer organization. All costs of mediation shall be shared by the public school employer and the employee organization.

- F. On or before December 1, 2009, the parties will meet to begin negotiations for the 2010-2011 contract year.

ARTICLE III WORK YEAR

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

ARTICLE IV SALARIES

- A. The Administrative and Supervisory Salary Schedule is attached as Appendix A.
- B. Eligible employees will progress one (1) step per year contingent on satisfactory performance evaluations. For the 09-10 school year, employees will not be eligible to receive an increment based on the budget shortfall and the parties joint desire to maintain staffing levels to the maximum extent possible.
- C. The Administrative and Supervisory Salary Schedule will remain unchanged for the 2009-2010 school year.
- D. Both the Board and FCASA accept and acknowledge the Singer Report on the Reclassification Study. FCASA and the Board agree to appoint a Joint Task Force during the 2009-2010 school year to make recommendations regarding implementations of the Singer Report on or before February 15, 2010.
- E. The Board shall grant FCASA members the same percentage cost-of-living increase and increment granted to the Frederick County Teachers Association (FCTA).
- F. 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.
- G. Initial placement of a current employee on the A&S pay scale shall be computed by annualizing first their salary on the twelve-month teacher pay scale in accordance with

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appropriate teaching experience and then adding a 10% value. Based on the computed amount, the employee will then be placed on the appropriate step closest to the computed amount using the above formula.

- H. Any individual hired from outside Frederick County for any administrative or supervisory position within said county on the then current salary scale negotiated between the Association and the Board shall be placed on said schedule by application of the following steps:
1. Determine the number of years of classroom teaching experience of the new employee.
 2. Determine the salary under the teacher salary schedule that such employee would have been entitled to as a twelve-month classroom teacher based upon the number of years of experience determined in H.1. above.
 3. Take the salary determined in H.2. above and determine the salary immediately above it under the appropriate lane of the administrative lane of the Administrative and Supervisory Salary Schedule. Take this figure and add one (1) full step increment under the administrative and supervisory salary schedule.
 4. Determine the number of years of administrative or supervisory experience of the new employee.
 5. Take the final figure determined in H.3. above and add to it the appropriate number of steps under the Administrative and Supervisory Salary Schedule to reflect the years of administrative or supervisory experience determined in H.4. above.

ARTICLE V

DEDUCTIONS FROM SALARY

- A. 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-four (24) equal installments beginning in July and ending in June 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.

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- B. 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. 403b Programs - A list of companies authorized to offer 403b 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.
- C. 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.
- D. FCASA-MSEA-NEA Voluntary Political Action Contributions (PAC) Deductions.
- E. The Board and Association assume no financial obligation arising out of the provisions of this subsection.
- F. U.S. Savings Bonds will be made available through payroll deductions.
- G. Professional membership dues from professional organizations.

ARTICLE VI

BENEFITS/INSURANCE

A. Medical, Prescription, and Vision Insurance

The Board shall pay for each participating employee each year 96% of the premium cost of group medical, prescription, and vision unless waived by the employee. The employee may elect to add family coverage with the Board contributing each year an amount calculated to equal 66% of that year's premium for the Board's family 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 – United Healthcare
Vision – Spectera
Prescription Drugs – CVS/CAREMARK

B. 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.

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C. 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.

D. 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.

E. Retiree Insurance

1. Retiree is defined as having at least ten (10) years of service with Frederick County Public Schools (FCPS).
2. Effective July 1, 2009, the Board will contribute 80% of the premium for all retirees with 25 or more years of service.
3. Effective July 1, 2009, the Board will contribute 65% of the premium for all retirees with service between 10- 24 years.
4. Effective July 1, 2009:
 - a. 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.
 - b. Previous Board contributions for dental premiums costs will be reallocated to cover costs for the retiree dependent premium.
 - c. A significant portion of the Boards' previous contributions to dependant medical premiums will be reallocated to support individual retiree premiums.
 - d. The Boards' previous dental premium contribution plus the remaining Boards' previous dependant contribution will comprise the new Board allocation for dependent coverage.

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F. Insurance Council

1. FCASA shall be permitted to appoint two (2) representatives to the Insurance Council. The Insurance Council shall meet within a reasonable time after a request of either party to discuss, study, and report on suggestions pertaining to the employee benefit plans. Minutes of such meetings shall be available to all members of the 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.

- G. 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 VII TRAVEL AND MILEAGE REIMBURSEMENT

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, and pupil personnel workers who may be required to use their own automobiles in the performance of their duties to transport students, \$90.00 per year for insurance coverage above state minimums, with a minimum of \$100,000/\$300,000 bodily injury and \$100,000 property damage.

ARTICLE VIII ANNUAL LEAVE

- A. Twenty (20) days of annual leave shall be provided for each twelve-month employee and may be accumulated to a limit of forty (40) days. Any annual leave in excess of forty (40) days shall be converted to sick leave.
- B. Employees with at least five (5) years of experience as a full-time, twelve-month employee with Frederick County Public Schools shall be given the opportunity to cash in up to five (5) days of annual leave per year at the per diem rate of pay. Requests must be received on or before November 1 for November 30 disbursement or on or before April 1 for April 30 disbursement and may only be requested one time per fiscal year per employee. (This option was suspended for the 2009-10 school year)

ARTICLE IX SICK LEAVE

- A. Twelve-month employees shall be entitled to twelve (12) 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.

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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 doctor's 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.

ARTICLE X TEMPORARY LEAVES OF ABSENCE

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

- A. Personal Leave
 - 1. Each employee shall be credited annually with two (2) days to be used for personal leave.
 - 2. 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.
 - 3. 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 inservice 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.
- B. Time necessary for jury duty.
- C. Time necessary for appearances in any legal proceedings connected with employment.
- D. 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.

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3. An employee will be granted one (1) day in the event of the death of a niece or nephew and those who stand in the same status as determined by the superintendent.
- E. Other leaves of absence with pay may be granted by the superintendent for good reason.
- F. 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.
- G. 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.
- H. 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.

ARTICLE XI EXTENDED LEAVES OF ABSENCE

A. Association Leave

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.

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.

1. The Board agrees to designate up to ten (10) 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.
2. In special cases, the Association may request extra days with explanation and approval from the superintendent or associate superintendent.
3. Association leave may be taken in one-half (½) day increments. Unless an emergency arises, requests must be made at least three (3) days in advance.

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

B. 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- June 30. The Board will be notified of such requests by April 1.

C. 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 Leave

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 Leave

Requests for adoption leave without pay will be granted pursuant to state and federal law.

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- June 30. Any such leave that may begin during the school year will require the approval of the appropriate associate superintendent.

H. Other Leave

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

ARTICLE XII

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.

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- 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 preceding 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 executive director of human resources. After the sabbatical has been completed, the employee shall present to the executive director of human resources 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 the executive director of human resources prior to July 1 of the sabbatical year. After the sabbatical has been completed, the employee shall present to the executive director of human resources 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.

ARTICLE XIII LEAVE PROCEDURE

- 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.

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- 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 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.

ARTICLE XIV 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.)

ARTICLE XV PERSONAL INJURY/ILLNESS BENEFITS

- 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 one full work year, 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.
- 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; *Corporate Occupational Health 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.

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.

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ARTICLE XVI SEVERANCE OF EMPLOYMENT

- A. 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.
- B. 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 the final hourly per diem. To be eligible, the employee must have served at least ten (10) years with Frederick County Public Schools (FCPS). Upon death, tenured employees shall receive this benefit regardless of years of service.
- C. Any unused personal days shall be counted as sick leave upon the employee's retirement or death.

ARTICLE XVII 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 and up to 40 (forty) days of accumulated annual leave at the final hourly per diem. To be eligible, the employee must have served ten (10) years in the Frederick County schools. 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 REIMBURSEMENT FOR EDUCATION EXPENSES

- A. The Board shall reimburse employees for tuition costs incurred in coursework in a pre-approved program of study at the Hood College graduate tuition rate in effect at the time that the course was taken.

The maximum tuition reimbursement per year shall be at the cost of nine (9) credits at Hood College graduate tuition rate if working toward a master's degree and at the cost of twelve (12) credits at Hood College graduate tuition rate if working toward a doctorate degree.

Courses and programs must be approved by the Human Resources Office prior to enrollment for employees to receive reimbursement. Reimbursement shall be made to the employee within thirty (30) workdays after the Board has received all materials of verification.

- B. 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.

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- C. 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:

- October 15 – For Summer Courses
March 1 – For Fall Courses
June 30 – For Spring Courses

- D. The Board shall recognize courses, programs, and degrees from institutions that have accreditation accepted by the Maryland State Department of Education.

ARTICLE XIX EVALUATIONS

All employees will be evaluated minimally in accordance with state requirements for renewal of the Administrative and Supervisory certificate. Evaluation procedures should be consistent with Maryland Law, Evaluation of Professional Certificated personnel as well as others eligible for FCASA membership.

A. Evaluations

All evaluations will be based upon observable performance criteria. Evaluations shall be primarily based upon the two completed observations.

1. The frequency and minimal requirements of evaluations are based on Code of Maryland Regulations (COMAR).
2. Administrators will meet with the appropriate evaluator by September 30 to review the evaluation process, and to collaboratively establish the administrator's objectives for the school year. The objectives will be based on the school system's goals, the standards contained in the evaluation instrument, and upon the specific goals and needs of the administrator. Appropriate sample artifacts may also be selected and agreed upon at this time.
3. Administrators will meet with the appropriate evaluator by January 30 to review the administrator's progress in the achievement of the established objectives and to review the appropriate sample artifacts. Any new data introduced may result in revision of the objectives and/or artifacts.
4. The administrator/supervisor will meet with the appropriate evaluator within 45 days of the release of Maryland AYP data to review the administrator's/supervisor's progress in the achievement of the established objectives supported by appropriate artifacts.
5. The appropriate evaluator will review the completed Administrator Evaluation Form with the administrator/supervisor being evaluated and provide them with a copy of the completed form within 45 days of the release of state AYP data.
6. In a non-evaluation year, the evaluator may implement the evaluation process as described in Section A.
7. Unit members may submit an addendum to be attached to the evaluation form.

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8. Any negative material or information included in the evaluation must be made known to the FCASA member prior to the evaluation conference.
 9. The FCASA member shall acknowledge the opportunity to review the evaluation document by signing a file copy.
 10. The evaluation will be recorded on a jointly devised form.
 - a. The form will be piloted during the 2009-10 school year with building based administrators, namely assistant principals and principals, allowing for implementation during the 2010-2011 school year.
 - b. The form for administration and supervisory members, who are not assistant principals and principals, will be developed through sub-committees during the 2009-2010 school year, with the intent to pilot the form during the 2010-2011 school year.
 - c. This time frame will allow the full implementation for all administrative and supervisory members during the 2011-2012 school year.
 - d. If an A&S member is to be terminated or reassigned based on evaluation performance, the employee will be notified prior to May 1st of the contract year.
- B. 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.
- C. Personnel File
1. 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.
 2. 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.
 3. The FCASA member will have the right to submit a written answer to such material which will be placed in the file.

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4. 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.
5. 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.
6. 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 XX DISCIPLINE/DUE PROCESS RIGHTS

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.

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 XXI RIGHTS AND PRIVILEGES

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 1. 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.

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2. The Association will also have the right to use the interschool mail (inclusive of e-mail) to distribute official FCASA notices, circulars, and other material when such material is presented ready for delivery to the school representative.
 3. Upon request, the Association will be provided with the names of all new and retiring employees as soon as such information is available.
 4. The Association will have the right to have placed in the superintendent's packet for all new employees a letter prepared by the Association which informs said employees that the Association is recognized as the exclusive representative for all administrative and supervisory employees in the Frederick County school system.
 5. 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.
- F. 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.
- G. Upon written request of the president of the Association, representatives of the Association shall be released from professional duties for Association business. If absence requires an acting administrator, the Association will bear the cost. Notice of such absence shall be given as far in advance as reasonably possible to the employee's immediate supervisor.
- H. With the approval of the immediate supervisor, A&S staff may flex work hours on a limited basis for identified circumstances.
- I. On liberal leave days when administrative coverage of schools/offices is provided, A&S members may, with the approval of the immediate supervisor, be authorized to work at home on a limited basis to accomplish identified tasks. The employee must have adequate resources at home to perform the job function and shall respond to phone calls and electronic communications.

ARTICLE XXII ASSIGNMENT AND TRANSFER

In accordance with authority under Maryland law, the superintendent of schools shall assign administrators and supervisors to their positions and shall transfer them as the needs of the school system require. Unless prevented by extenuating circumstances, a minimum of two weeks notice of the transfer shall be given to the employee. The administrator or supervisor affected by the transfer shall have the right to schedule a meeting with the superintendent to discuss the reasons for the transfer.

ARTICLE XXIII GRIEVANCE PROCEDURE

A. Grievance

A grievance is an alleged violation, misinterpretation, or misapplication of the terms of the negotiated agreement between the Board and the Association.

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B. Settlement of Employee Grievances

The Association and the Board recognize their responsibility for the prompt and orderly disposition of grievances that arise out of the interpretation, application, or alleged breach of any of the provisions of the Agreement. To this end, the parties agree that the provisions of this article shall provide the means of settlement of all such grievances provided, however, that nothing herein will be construed as limiting the right of any employee to have a complaint adjusted without the intervention of the Association so long as the adjustment is not inconsistent with the terms of the Agreement.

C. Procedural Steps

Any grievance not resolved informally shall be presented in the following steps:

- Step 1 – Between the grievant, a representative of his or her choice, and the immediate supervisor.
- Step 2 – Between the grievant, and his or her Association Representative, and the appropriate associate superintendent and/or designated representative(s).
- Step 3 – Between the grievant and his or her Association representative, and the superintendent.
- Step 4 – Grievant may pursue appeal of grievance through advisory arbitration. Parties will mutually share the costs of advisory arbitration proceedings. An arbitrator shall be selected in accordance with American Arbitration Association procedures.

D. Grievance Presentation

All grievances shall be presented in writing at Step 1 within ten (10) days from the date of their occurrences, signed by the grievant. The administrator's answer at Steps 1 - 3 shall be given in writing within ten (10) workdays after the step meeting. Unless a grievance is appealed to the next step within ten (10) workdays after the administrator's answer, it shall be deemed settled in accordance with the administrator's answer, which shall be considered acceptable to the grievant and the Association.

E. Extension of Time Limits

By mutual agreement of the grievant and the superintendent, time limits stated herein may be extended to allow the collection of pertinent information and to allow the prudent resolution of the grievance.

F. Confidentiality/Reprisals

All written and printed matter dealing with a grievance shall be kept in a file separate from the official Central Office personnel file of the Association member because of his participation in this grievance procedure.

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ARTICLE XXIV 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. The maximum amount of professional development monies shall be determined annually by the Board

ARTICLE XXV 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. The Collaboration Council will begin each school year with an initial meeting during the month of July or August. The date will be established by the superintendent and president of FCASA or their designees.

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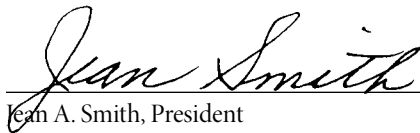
ARTICLE XXVI DURATION

This Agreement shall remain in full force and effect from July 1, 2009, to June 30, 2010, and incorporate the entire understanding of the parties on all matters which were the subject of negotiations; and, during the term of the Agreement, neither party will be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

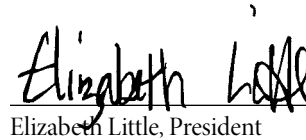
IN WITNESS WHEREOF, the parties hereto have caused this document to be executed by their duly authorized officers this 23rd day of September, 2009.

FREDERICK COUNTY BOARD OF EDUCATION

FREDERICK COUNTY ADMINISTRATIVE AND SUPERVISORY ASSOCIATION



Jean A. Smith, President



Elizabeth Little, President



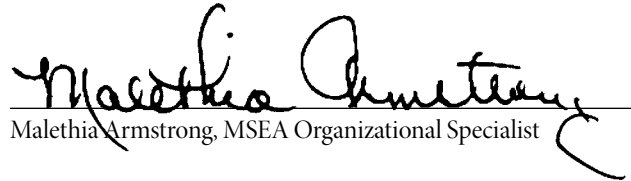
Linda Burgee, Superintendent



Mark Pritts, Chief Negotiator



Steve Martin, Chief Negotiator



Malethia Armstrong, MSEA Organizational Specialist

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Appendix A
Frederick County Public Schools
Administrative and Supervisory Salary Schedule
2009-10

| | Pupil Personnel Psychologists Coordinator Assistant Supervisor Assistant Principal – Elementary School – Middle School – Rock Creek – Career & Technology Center – Heather Ridge (.5) | Principal – Elementary School – Middle School – Evening High – Heather Ridge (.5) – Career & Technology Center Assistant Principal – Senior High – Heather Ridge (.5) Supervisor Curriculum Specialist | Principal – Senior High – Heather Ridge (.5) |
|-------------|--|--|--|
| STEP | AS-1 001 | AS-2 002 | AS-3 003 |
| A | 64,253 | 69,394 | 74,947 |
| B | 67,178 | 72,553 | 78,358 |
| C | 70,102 | 75,711 | 81,769 |
| D | 73,025 | 78,868 | 85,178 |
| E | 75,950 | 82,026 | 88,589 |
| F | 78,873 | 85,184 | 91,999 |
| G | 81,797 | 88,342 | 95,410 |
| H | 84,721 | 91,499 | 98,819 |
| I | 87,645 | 94,658 | 102,231 |
| J | 90,568 | 97,814 | 105,640 |
| K | 93,494 | 100,974 | 109,052 |
| L | 96,417 | 104,131 | 112,463 |
| M | 99,340 | 107,288 | 115,872 |
| N | 102,265 | 110,447 | 119,283 |
| O | 105,188 | 113,604 | 122,693 |
| P | 108,112 | 116,762 | 126,103 |
| Q | 111,036 | 119,919 | 129,513 |
| R | 113,960 | 123,078 | 132,925 |
| S | 116,884 | 126,236 | 136,335 |

NOTE: For Doctorate Degree, add \$2,000 to appropriate scale and step.
For National Board Teacher Certification (NBPTS), add \$2,000

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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 administrating 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 appropriate associate 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 at 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: 2 years - terms should be staggered.

