

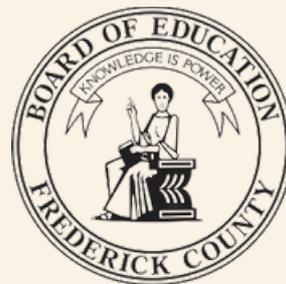
# **Negotiated Agreement**

between

**Frederick Association of  
School Support Employees**

and

**Frederick County Board of  
Education**



**2023-2026  
School Years**

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**ARTICLE I  
GENERAL PROVISIONS**

**1.1 MEMORANDUM OF UNDERSTANDING**

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

The purpose of this document is to reduce to writing and memorialize the understandings of the parties with respect to salaries, wages, hours, and other working conditions. The document is an understanding between the Frederick County Public School system and the Frederick Association of School Support Employees (FASSE). The signing of these understandings by the parties indicates the intent of the staff to uphold what has been written. This understanding shall be in effect from July 1, 2023 to June 30, 2026.

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

**1.2 DEFINITION OF TERMS**

- A. The term educational support employee(s), as used in this Agreement, refers to those positions designated by the Board as nonsupervisory educational support in accordance with the requirements of § 6-501 et seq. of the Education Article. The rights, duties, and terms of employment of a nonsupervisory educational support employee temporarily assigned to a supervisory position shall be governed by the supervisory support agreement, but only for the duration of such temporary assignment.
- B. Unit Members - The term "unit members," when used in this Agreement, shall hereinafter refer to all nonsupervisory educational support employees.
- C. Association - Frederick Association of School Support Employees (FASSE).
- D. Board - Board of Education of Frederick County and designated representatives.
- E. Superintendent - The Superintendent of the Frederick County Public Schools or designee.
- F. Seniority - Seniority is defined as the length of all continuous, regular service in the Frederick County Public Schools since last date of hire.
- G. Transfer - A transfer is moving from one job site to another job site at an equivalent pay grade. A job site with multiple buildings is considered one job site.
- H. Grievant - A unit member making the claim.
- I. Grievance - A complaint by an employee, or, in the event of an action affecting Association rights, the Association, concerning the interpretation, application, or alleged violation of an expressed provision of this Agreement.

**ARTICLE II  
ASSOCIATION/BOARD RELATIONS**

**2.1 RECOGNITION**

The Frederick Association of School Support Employees (FASSE) is recognized as the support employee organization representing nonsupervisory educational support employees in all matters that relate to salaries, wages, hours and other working conditions.

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

## **2.2 NONDISCRIMINATION**

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

The Association and the Board agree that they will not illegally discriminate against any educational support employee on account of race, religion, color, national origin, marital status, gender, age, disability or sexual orientation.

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

## **2.3 USE OF FACILITIES/ACCESS TO BUILDINGS**

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

Upon completion of application of the appropriate form by the FASSE president, and approval of the building principal/manager and the facilities planner, FASSE will have the right to use any Board facility without cost at reasonable times.

## **2.4 BULLETIN BOARDS**

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

## **2.5 COMMUNICATIONS**

- A. FCPS policy and regulation, all FASSE members will have the right to use the interschool mail/email to distribute official FASSE notices, circulars, newsletters, and all other FASSE approved correspondence. FASSE communications are to be sent during non-work time and use of the FCPS key communicator distribution lists is not to be used for FASSE-generated information. Lunch or break time is considered non-work time.
- B. The Board shall provide daily courier service to the area designated by the Association as its headquarters long as said headquarters is on or near an established courier route.
- C. The Association may request to be placed on the agenda at all orientation programs for all educational support personnel. The request will not be unreasonably denied.
- D. The Association will have the right to place a letter, prepared by the Association, in the new hire paperwork packet for all new unit members. This letter will inform new unit members that the Association is recognized as the exclusive representative for all educational support employees in the Frederick County Public School system.

## **2.6 PURCHASE OF SUPPLIES**

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

## **2.7 SUPPORT EMPLOYEE LISTS**

- A. As soon as possible, but no later than August 1 of any fiscal year, the Board shall provide the Association with a list of all regular nonsupervisory and non-benefited support employees, which shall include their name,

location, salary, position, and job title as well as monthly updates of new, retired, resigned, or disabled employees.

- B. The Department of Human Resources will provide FASSE with:
1. Current support personnel vacancy announcements
  2. A copy of the food service manual
  3. A copy of the bus driver's handbook
  4. A copy of the current maintenance manual or handbook
  5. A copy of the current operations manual or handbook
  6. Monthly list of sick leave bank members
  7. Copies of Board policy that affect educational support employees
  8. A nonconfidential staff directory
- C. A copy of this Agreement will be made available to each nonsupervisory support employee in the negotiating unit by the Board.

## **2.8 FASSE OFFICIALS & BUILDING REPRESENTATIVES**

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

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

## **2.9 BOARD MEETINGS**

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

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

## **2.10 PAYROLL DEDUCTIONS**

- A. The Board agrees to deduct from the salaries unified membership dues for Frederick Association of School Support Employees (FASSE), the Maryland State Education Association (MSEA), and the National Education Association (NEA) as said educational support employees individually and voluntarily authorize to deduct through an appropriate written authorization form prepared by the Association and approved by the Human Resources/Finance Departments. The Board agrees to transmit such monies promptly to the Association.
1. Deductions shall be made in twenty (20) equal installments beginning in September and ending in June of each year. For new enrollees' deductions shall be made in sixteen (16) equal installments beginning in November. The Board will not be required to honor any authorizations that are delivered to it later than fifteen (15) working days prior to the distribution of the February payroll.
  2. The Association will certify to the Board in writing the current rate of membership dues. The Association will give the Board thirty (30) days written notice prior to the effective date of any change in the rate of dues.
  3. No later than March 15 of each year, the Board will provide the Association with a list of those educational support employees from whom dues were deducted on the January payroll.
  4. In the event that an educational support employee terminated employment, the Board shall deduct the balance of the unpaid dues for the current membership year from the support employee's final paycheck and transmit these dues promptly to the Association.

- B. Payroll deductions will be made for member contributions to the Maryland State Retirement System.
- C. Payroll deductions are available at the request of the individual for Board approved tax-sheltered annuities, charitable organizations as approved by the Association and the Board, the Frederick County Employee Credit Union, the cost of family insurance coverage, and FASSSE-MSEA-NEA voluntary political action contributions (PAC).

#### **2.11 PERSONAL DRESS**

Educational support employees of the Frederick County Public School system should dress in a manner which is appropriate for the work to be done in their assigned positions.

#### **2.12 PERSONAL LIFE**

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

#### **2.13 ASSOCIATION/BOARD RELATIONS LABOR MANAGEMENT COLLABORATION COMMITTEE**

Representative(s) designated by the Association and the Board respectively shall meet upon request of either party for the purpose of reviewing the administration of the Agreement and to resolve any other labor management issues that may arise.

Each party shall submit to the other party at least five (5) days, except in an emergency, prior to the meeting, a tentative agenda covering matters they wish to discuss.

All meetings between the parties shall be scheduled by mutual agreement. These meetings are not intended to bypass the Collective Bargaining Agreement nor diminish either party's rights under COMAR and/or applicable law.

### **ARTICLE III EMPLOYMENT CONDITIONS**

#### **3.1 CATEGORIES OF EMPLOYMENT**

##### **PROBATIONARY EMPLOYEES**

- A. New educational support employees shall be regarded as probationary employees. This initial probationary period shall extend for one (1) year beginning with the first day of employment. Any absence during the probationary year in excess of twelve (12) days will extend probation by a corresponding number of days. If a probationary employee works beyond a six (6) month period, feedback about performance will be given by the immediate supervisor.
- B. Probationary employees are at-will employees, and may be terminated during the one (1) year probationary period. They will still be entitled to the administrative appeal process.
- C. Any action taken by the Superintendent or designee with respect to such employees during the probationary period shall be final. The discipline policy does not impair or limit the Superintendent's authority under this article.
- D. Probationary employees shall be eligible to belong to the sick leave bank.
- E. Probationary employees are not eligible to apply for transfers during their probationary period. Probationary employees are eligible to apply for promotional opportunities after six (6) months in the initial probationary period.

##### **REGULAR EMPLOYEES**

- A. A regular full-time, twelve-month assignment is a position which has been created by the Board with the anticipation that it will be necessary to maintain the existence of the position on the full-time year-round basis. The work year for a twelve-month position begins July 1 of one year and ends on June 30 of the following year.
- B. A regular full-time, eleven-month assignment is a position which has been created by the Board with the anticipation that it will be necessary to maintain the existence of the position.
- C. A regular full-time, ten-month assignment is a position which has been created by the Board with the anticipation that it will be necessary to maintain the existence of the position.
- D. A regular part-time assignment is a position less than full-time. If a support employee works 50% or more of the normal work week of a person in their particular position, such educational support employee is eligible for all benefits offered to full-time educational support employees.
- E. An assignment letter shall be issued to each educational support employee on an annual basis. Also, an assignment letter shall be issued any time a change of employment status occurs.
- F. The assignment letter shall include the following: employee's location, hourly rate of pay, yearly salary, grade and step on pay scale, and total hours worked per year.

## **TEMPORARY EMPLOYEES**

- A. Temporary employment assignments are created as needed and expected to be of brief duration not to exceed one assignment year. Temporary employees are considered at-will and may be terminated at any time without cause and are not entitled to leave benefits, retirement membership, or insurance coverage. When an employee's temporary position is extended to a second consecutive year of employment, it will be included in the Superintendent's yearly budget as a regular benefited position and subject to adoption and contingent on final funding of the Board's budget.
- B. FASSE is providing notice that effective July 1, 2011, all past agreements, memorandums, and practices regarding temporary employees shall be considered null and void, which includes but is not limited to special education instructional assistants, food service, and temporary employee positions.

## **3.2 EVALUATION**

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

- A. Purpose – The parties agree that the primary purposes of the evaluation process are to identify and improve employee performance by utilizing assessment procedures coupled with recommendations for improvement.
- B. With the exception outlined in "C", educational support employees shall be evaluated at least annually prior to the end of the employee's school year. Evaluations will be completed in accordance with the following timelines, unless extenuating circumstances exist:
  - 10-month employees by June 1
  - 11-month employees by July 1
  - 12-month employees by August 1

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

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

- D. The evaluation form must be signed by the educational support employee (to indicate receipt), and by the evaluator. The educational support employee shall be given a copy of the completed evaluation form. The educational support employee may request a conference to discuss the evaluation prior to placement of the evaluation in the personnel file.
- E. Comments - The employee shall have the right to attach any comments he/she wants to attach to the evaluation materials and if the employee declines to sign acknowledging that he/she has read the evaluation, it will be placed in the file with a statement to that effect.
- F. When an employee is subject to feedback regarding performance or any other work-related matter, no employee shall be disciplined or communicated with in a disrespectful or unprofessional manner.

### **3.3 DISCIPLINARY ACTION – NOTIFICATION**

Employees subject to disciplinary action shall be provided an opportunity for due process. Due process must include an investigation of the alleged misconduct, notification to the support employee of the charges against them, provide support employees with a chance to respond to those charges and the right to representation at the investigatory hearing/meeting. No employee shall be disciplined, reduced in rank or compensation, demoted, terminated, or otherwise deprived of any professional advantage without due process and compliance with applicable provisions of this Contract. The employee may appeal such action with union representation pursuant to §4-205(c), of the Education Article, of the Annotated Code of Maryland.

### **3.4 GRIEVANCE PROCEDURE**

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

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

- A. An educational support employee, including a probationary employee, who elects to grieve or file a complaint alleging violation of the Agreement, shall proceed under this section.
- B. Grievance forms shall be developed jointly by the Superintendent and FASSE.
- C. The employee shall have the assistance of a member of FASSE as a representative in steps 2, 3, and 4 if the employee chooses. The member may use Association and/or personal leave to serve as the employee's representative. The employee may have the assistance of affiliate's legal counsel as a representative in step 4.
- D. Witnesses required by the school system to testify at a grievance hearing conducted during the employee's normal working hours will be given time off without loss of pay.
- E. Grievance Process

#### Step 1. Informal Review

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

#### Step 2. Formal Review

If the employee is not satisfied, or if no decision is rendered within five (5) working days of the meeting, the employee may obtain further formal review by filing a completed grievance form with the immediate

supervisor. Such grievance must be in writing and must state specifically that this grievance procedure is being invoked. This filing must be received by the immediate supervisor within five (5) working days of the immediate supervisor's response or, if there is no response from the immediate supervisor, within ten (10) working days of the initial request for an informal meeting. The immediate supervisor shall hold a hearing within five (5) working days of receipt of the written grievance and render a written decision within five (5) working days of the hearing. The educational support employee may appear alone or with a representative from the Association.

#### Step 3. Appeal

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

#### Step 4. Final Appeal

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

#### Step 5. Arbitration

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

#### Selection of Arbitrator

1. If the Association and the Board are unable to agree upon the selection of an arbitrator within seven (7) calendar days after the Association's notice of an appeal to arbitration, the Association shall submit the grievance to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association.
  2. The jurisdiction of the arbitrator shall be confined to the express provision(s) of this Agreement at issue between the Association and the Board. The arbitrator shall have no authority to modify any provision, or to hear or decide on more than one grievance without the mutual consent of the Board and Association. The decision of the arbitrator shall be binding on the grievant, the Association, and the Board.
  3. The Association and the Board shall each bear their own expenses and share the cost of the arbitrator.
- F. The timeliness in this section for filing requests for informal meetings and appeals and for the convening of hearings and rendering decisions may be extended only at the mutual consent of the grievant, FASSE, and the Board designee.
- G. The Board and the Association will jointly schedule grievance hearings which are mutually convenient. No reprisals of any kind shall be taken by the Board or by any member of the administration against any aggrieved person, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

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

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

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

### **3.5 PERSONNEL FILE**

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

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

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

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

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

### **3.6 ANNOUNCEMENT OF VACANCIES**

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

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

The Board encourages qualified internal candidates to apply for vacancies.

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

### **3.7 VOLUNTARY TRANSFERS**

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

B. Eligibility

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

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

- C. In determining the selection of the successful candidate, the Board will consider such qualifications as: skills, abilities, length of service, and the overall needs of the school system. The intent of this language is to ensure a fair and consistent practice in transferring the best qualified candidate and is in no way meant to compromise the legal right of the Superintendent to transfer personnel as the needs of the school system require.
- D. The increase in time of a part-time support employee to a full-time position on the same pay schedule at the same job site or transfer within the same department is not considered a transfer provided that the new position is essentially the same as the current assignment.
- E. Educational support employees who have been transferred involuntarily are not limited in their eligibility for a transfer or promotion.
- F. A support employee temporarily assigned to a higher paying position for more than ten (10) consecutive workdays will be paid for the eleventh day, and any subsequent consecutive day, in accordance with 4.3.A.

### **3.8 INVOLUNTARY TRANSFERS**

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

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

- B. Where it is necessary to select a unit member for transfer where a transfer has not been requested and the transfer results from a reduction in the number of employees in a program or at a worksite, the following criteria may be considered. Such criteria are to ensure a fair and consistent practice and is in no way meant to compromise the legal right of the Superintendent to transfer personnel as the needs of the school system require.
1. Volunteers may first be sought from that work location.
  2. Unless deemed essential to an assignment based on skills and abilities, any probationary unit member(s) assigned to that location in the unit member assignment affected may be selected, with the least senior probationary unit member being transferred first.
  3. Should the previous steps not satisfy the required number of transfers, the senior human resources manager may select individuals to be transferred and consider skills, abilities, and length of service.
  4. Unit members designated as involuntary transfers may be reassigned ahead of unit members requesting voluntary transfers, unit members returning from leaves of absence without pay, or new hires in the affected category.

### **3.9 PROMOTIONS**

A promotion is a change to a higher hourly rate from the previous position. In determining the selection of the successful candidate, the Board will consider such qualifications as: skills, abilities, experience, length of service and overall needs of the school system. The intent of this language is to ensure a fair and

consistent promotional practice in promoting the best-qualified candidate and in no way is meant to compromise the legal right of a Superintendent to promote educational support personnel.

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

When an employee is promoted into a new position, a six (6) month probationary period begins the date of the promotion. If an employee is not successful in the new position, the employee may be placed back into a similar position they vacated and to their previous salary. The employee will be eligible for any salary increases if the probationary period falls between fiscal years.

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

### **3.11 REDUCTION IN FORCE**

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

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

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

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

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

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

Regular food service employees employed prior to July 1, 1993, will not be reduced in hours or salary in the last three (3) years prior to retirement, as verified by the Human Resources Department. It is understood that it may be necessary to involuntarily transfer the food service employee in order to fulfill this commitment. This benefit applies only as long as the employee continues to maintain employment with the school system and does not impair or affect the school system's authority to institute a reduction in force or terminate for other reasons such as performance or conduct.

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

### **3.12 RECALL**

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

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

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

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

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

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

### **3.13 SEVERANCE OF EMPLOYMENT**

#### **RETIREMENT**

An educational support employee desiring to retire shall send to the appropriate supervisor and the Senior Manager of Human Resources a written statement of retirement specifying the retirement date.

The Senior Manager of Human Resources shall confer with the retiring educational support employee and offer assistance to the educational support employee in completing the required forms for retirement. The Senior Manager of Human Resources shall notify FASSE of educational support employee retirements. Requests for confidentiality of retirement decisions of employees will be honored.

Exceptions may be granted for extenuating circumstances by the Human Resources Department.

#### **3.14 DUTIES**

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

#### **3.15 WORK SCHEDULE**

##### **A. WORK WEEK AND YEAR**

1. The work week for full-time employees by job title is provided in Appendix C. Adjustments to the work week schedules may be made to support the needs of the program or department.
2. Food Services Assistant Managers, Site Assistants, and benefited hourly workers; daily work hours will be adjusted based on participation. Permanent employees will be mailed notice of new assignment. Benefited employees who fall below benefit status will be transferred to another benefited position within Food Services.
3. The work year for full-time employees by job title is provided in Appendix C.
4. The parties shall meet and negotiate prior to making any permanent changes to the work year.
5. The Board may assign employees additional workdays beyond the work year to be compensated on a per diem basis.

##### **B. SPECIAL EDUCATION SPECIALIZED PROGRAMS**

1. Effective FY23 the work year for Special Education Instructional Assistants in the Pyramid Program will increase to eleven (11) months.
2. Effective FY24 the work year for Special Education Instructional Assistants in the Learning for Life and SUCCESS programs, and Rock Creek School will increase to eleven (11) months.

**3.16 HAZARDOUS WORK CONDITIONS**

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

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

**3.17 BREAKS AND LUNCH**

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

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

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

**ARTICLE IV  
WAGES**

**4.1 SALARY SCHEDULES**

Effective July 1, 2023, employees who were hired and active beginning on December 31, 2023, will receive a step/increment on their appropriate salary scale and a 3.2% cost of living increase.

For FY25, pending funding, the BOE agrees to a starting point for negotiations at 7% for the salary resource pool.

Additional information regarding pay scales can be accessed through FCPS Human Resource Department.

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

The same percentage for cost of living, educational support employee increment, and equivalent percentage of augmentation granted to FCTA will be applied to the existing educational support salary scales. This clause is not to be interpreted as preventing the parties from negotiating monies over and above the identified equivalent salary resource pool for targeted priorities.

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

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

#### **4.2 OVERTIME**

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

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

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

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

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

#### **Overtime When Working for Outside Organization**

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

#### **4.2a ALLOCATION**

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

#### **4.3 SALARY ASSIGNMENT IN A PROMOTION**

A. When an employee is promoted to a higher grade, the employee will be placed on the new grade

in accordance with the following:

1. The employee shall be placed on the new grade at the next highest salary to his/her current salary, providing the increase is at least 6%.
2. If the next highest step on the new grade does not equal at least 6%, the employee shall be placed at the next step on the new grade.

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

#### **4.4 TEMPORARY ASSIGNMENT IN HIGHER CLASSIFICATION**

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

#### **4.5 SHIFT DIFFERENTIAL**

- A. Unit members regularly scheduled to work during the hours of a qualifying shift shall be paid a shift differential.
- B. A qualifying shift means a permanent full-time or permanent part-time shift that starts between designated time periods of 2:00 p.m. and 1:00 a.m.
- C. A qualifying shift should not be confused with a unit member's work schedule, which is defined as the actual hours a benefited employee is scheduled to work.
- D. The following work schedules are defined as qualifying for shift differential because they fall within the designated time periods of a qualifying shift.
  - Unit members who work a second or third shift for ten (10) months but transfer to the first shift during the summer.
  - Second shifts that start at or after 2:00 p.m. will be paid a shift differential of \$756 per fiscal year divided into twenty-four (24) pay periods.
  - Third shifts that start at or after 10:00 p.m. will be paid a shift differential of \$840 per fiscal year divided into twenty-four (24) pay periods.
- E. Unit members who continue to work the second or third shift during the summer vacation months of June, July, and August will be compensated at a shift differential rate of \$936 each fiscal year for second shift and \$1040 each fiscal year for third shift. The shift differential compensation will be annualized and divided over twenty-four (24) pay periods.
- F. FCPS will not pay a shift differential for a unit member whose work schedule does not start within the designated time periods of the qualifying shift unless otherwise approved by the building principal and Senior Manager of Human Resources.
- G. A unit member who works the second shift and is paid a shift differential will continue to be paid the same shift differential even if the work schedule extends into the third shift, which is paid at a higher shift differential.
- H. If a unit member is assigned to second or third shift and it is not their regularly scheduled shift, in order to receive a shift differential, said benefited employee must work second or third shift ten (10) consecutive workdays and compensation will be retroactive to the first day of the assignment. This payment will be processed by the Senior Manager of Human Resources.

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

**4.6 STIPENDS**

- A. The following stipend will be awarded to all unit members who hold a degree not required for their position:

Degree	Stipend Amount
Associates	\$200
Bachelor's	\$400
Master's	\$600
Doctorate	\$800

This stipend will be added to the employee's base pay and will be distributed over the employee's pay schedule. In order to receive the stipend, the employee must submit a transcript from the college/university showing the date conferred.

- B. Sign Language Interpreters who hold job related, national board certification as approved by the Director of Human Resources (CI, CT, NAD, NIC, etc.) will receive \$1,200. This stipend will be applied to the employee's base pay and distributed over the twenty-two (22) pays.

**4.6 Longevity Retention Stipend**

Pending funding, starting July 1, 2024, a Longevity Retention Stipend will be paid to employees who have reached the following years of consecutive service as a benefited FCPS support employee:

Year	Amount of Stipend
5	\$250
10	\$500
15	\$750
20	\$1,000
25	\$1,000
30	\$1,000
35	\$1,000
40	\$1,000
45	\$1,000

Years of service will be reviewed as of June 30 and December 31 to determine payment amounts. The stipend is not prorated by FTE. An employee can only receive an amount once during the fiscal year. This funding would be in the FY25 budget and outside the salary resource pool.

**ARTICLE V  
HOLIDAYS**

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

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

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

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

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

## **ARTICLE VI LEAVE PROVISIONS**

### **6.1 NOTIFICATION**

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

### **6.2 LEAVES WITH PAY**

#### **6.2a SICK LEAVE**

- A. During the first year of employment in the Frederick County Public Schools, and during each successive year thereafter, each regular ten-month and eleven-month educational support employee of the Board shall be entitled to ten (10) days sick leave, the unused portion of which shall be accumulative. Twelve-month educational support employees shall be entitled to twelve (12) days sick leave, the unused portion of which shall be accumulative. Sick leave may be taken in one (1) hour increments and in fifteen-minute increments after the first hour. Such requests will not be unreasonably denied.
- B. Educational support employees who draw upon their accumulated sick leave will have the number of days used deducted from their total days accumulated. Educational support employees whose sick leave has been exhausted and who have been employed by the system for five (5) years or more may request that the Board consider advancing ten (10) days beyond their annual allotment (total of twenty [20] days) for one (1) year only.

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

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

- D. Support employees who resign in good standing and return within two (2) years of their resignation date shall have all previous unused sick leave restored.
- E. The sick leave bank committee, appointed by the President of the Association, shall have the responsibility of receiving requests, verifying the validity of requests, recommending approval or denial of the request, and communicating its decision to the member and the Senior Manager of Human Resources. The committee shall develop its rules of procedures and shall give wide distribution of said rules upon approval of the executive committee of the Association and the Superintendent.
- F. Upon receipt of the decision of the sick leave bank committee, the senior human resources manager shall verify that the request is within the limits of the bank balance, that the applicant's accumulated sick leave has been exhausted, and that the applicant's illness is prolonged, catastrophic, incapacitating and personal. The decision of the sick leave bank committee shall be approved by the senior human resources manager unless the decision of the sick leave bank committee is arbitrary or capricious. Upon issuance of such approval, the senior human resources manager shall forward the sick leave grant to the Payroll Department.
- G. Any disputes arising from the article shall be expedited through the grievance procedure provided herein, except that the American Arbitration Association's expedited labor arbitration rules shall govern the proceedings.

#### **6.2b SICK LEAVE BANK**

The sick leave bank rules and procedures will govern the administration of the sick leave bank for the duration of this Agreement. The Association will have until April 30th of each subsequent year to submit the sick leave bank rules and procedures for a word-by-word review by its counsel. The sick leave bank rules and procedures are attached to this agreement as Appendix D.

#### **6.2c ANNUAL LEAVE**

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

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

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

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

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

#### **6.2d TEMPORARY LEAVES OF ABSENCE WITH PAY**

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

#### **6.2e PERSONAL LEAVE**

- A. All unit members shall be credited annually with three (3) days of personal leave. Educational support employees shall request prior approval from their immediate supervisor in writing of the intent to use such leave, except in the case of emergency, when such prior notice cannot be given.
- B. Except when approved by the Superintendent or designee, personal leave shall not be used on the following days:
  - 1. The day before or after:
    - a. a day when schools are closed for students during the school year, or
    - b. an in-service day;
  - 2. Parent conference day; or
  - 3. The beginning of the ten-month employee work year; or
  - 4. During the last two (2) days of the ten-month employee work year.

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

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

#### **6.2f JURY DUTY/LEGAL PROCEEDINGS**

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

#### **6.2g BEREAVEMENT LEAVE**

- A. A unit member shall be granted up to five (5) workdays at any one time in the event of the death of an educational support employee's spouse, child, grandchild, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, sister-in-law, brother-in-law, and those who stand in the same status as determined by the Director of Human Resources. Except in unusual circumstances, days will be used consecutively.
- B. A unit member shall be granted up to three (3) workdays at any one time in the event of the death of a support employee's grandfather or grandmother, grandfather-in-law, grandmother-in-law, aunt, uncle and those who stand in the same status as determined by the Director of Human Resources. Except in unusual circumstances, days will be used consecutively.
- C. An educational support employee shall be granted up to three (3) workdays in the event of the death of a niece or nephew.
- D. In the case of miscarriage of a child, and issuance of a death certificate, bereavement leave will be allowed for eligible educational support employees as outlined in Board regulation for death of a child or grandchild.

#### **6.2h PROFESSIONAL LEAVE/ASSOCIATION LEAVE**

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

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

**B. Association Leave**

1. The Association officers and/or representatives shall be permitted to draw upon fifty (50) workdays leave for Association activities and convention attendance without loss of pay. Employees may utilize FASSE professional leave to attend educational conventions with approval of both FASSE and the Senior Manager of Human Resources.
2. Association Leave may increase to sixty (60) days when the full bargaining agreement is open for negotiations. Additional Association Leave days shall be authorized with approval from the Senior Manager of Human Resources.
3. Association leave may be taken in one (1) hour increments and in fifteen (15) minute increments after the first hour. Unless and emergency arises, requests must be made at least three (3) days in advance.
4. Association leave is monitored by the Senior Manager of Human Resources and the President of the Association.
5. When an educational support employee is requested to attend a meeting with FCPS leadership, the employee may do so without loss of pay.

**C. Professional Development**

1. Instructional Assistants and Special Education Instructional Assistants shall be permitted to participate in trainings offered to teachers; when feasible.
2. Newly hired Special Education Instructional Assistants will be provided training prior to participating in student's IEP.
3. All Special Education Instructional Assistants will be provided appropriate training when working in identified programs with students who may require restraint. In addition, Special Education Instructional Assistants who work with students with identified behavior issues will be provided appropriate training. Training will either be provided during the employee's work day. If training occurs after work hours, the employee will be compensated for this training.

**6.2i ASSAULT/BATTERY LEAVE**

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

**6.2j RELIGIOUS OBSERVANCE**

If the religious observance requires absence from work, an employee may use personal leave, one day of leave without pay, provided that advance approval of the Director of Human Resources is obtained, and/or with approval of the Principal/Supervisor, two days of leave with pay, provided that the employee makes up the time during the same fiscal year as approved by the Principal/Supervisor. A written agreement between the ten-month employee and the supervisor, made prior to the leave day, will stipulate how and when the employee's time will be made up. If the employee does not make the time up within the fiscal year, the employee's pay will be docked.

## **6.2k SABBATICAL LEAVE**

- A. The purpose of sabbatical leave is to enable an educational support employee to pursue an activity that would benefit the school system in obtaining teacher certification.
- B. Upon recommendation of the Superintendent, sabbatical leave will be granted up to seven (7) applicants per year based on available funding. Requests for sabbatical leave must be received in writing by the Superintendent by March 1 of the preceding year for which the leave is requested. All applications will receive equal consideration regardless of when submitted within the above time frame.
- C. No applicant with an unsatisfactory rating on the prior year's evaluation will be considered.
- D. To be eligible, an educational support employee must have completed five (5) full years of active service in the Frederick County school system. An educational support employee who has completed a sabbatical will be considered only after applicants who have not had a sabbatical.
- E. An applicant who intends to study must register for a minimum of 12 semester hours per semester or equivalent hours pertaining to certification of said position, unless an exception is granted by the Director of Human Resources. When the sabbatical is completed, the unit member shall present to the Director of Human Resources adequate verification of the work or experience completed.
- F. A unit member on sabbatical leave for either one-half of the school year or for the full school year, will be paid by the Board at 50% of the salary rate which the employee would have received if the employee had remained on active duty provided that the unit member agrees to return to employment with Frederick County Public Schools for a period of one (1) year. Should the unit member not return to the service of the Board, the unit member will be required to refund the salary granted for the sabbatical leave.
- G. Upon return from sabbatical leave, the unit member will be placed on the salary schedule at the level which the unit member would have achieved had the employee remained actively employed in the school system during the period of absence.
- H. If an employee is taking sabbatical leave solely for the purpose of student teaching/internship, the sabbatical leave would only be for the duration of the student teaching/internship. For this instance, the employee will be paid 100% of their salary rate, and their current support position will be held. When the student teaching/internship is completed, the employee would return to their current position.

## **6.3 LEAVES WITHOUT PAY**

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

### **6.3a MILITARY LEAVE**

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

### **6.3b MATERNITY LEAVE**

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

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

### **6.3c ADOPTION LEAVE**

Requests for adoption leave without pay, not to exceed one (1) year, must be made as soon as possible prior to the beginning date of such leave, except in case of emergency. The written request will include a copy of the adoption papers of the child to be adopted.

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

### **6.3d PATERNITY LEAVE**

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

### **6.3e PUBLIC OFFICE LEAVE**

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

### **6.3f PERSONAL DISABILITY LEAVE**

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

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

- Written medical verification of the disability shall be submitted by the educational support employee to the Director of Human Resources on the appropriate form.
- The Department of Human Resources shall establish the specific leave time for each support employee in accordance with the nature of the disability. Normally, the time shall not exceed two months, although exceptions may be granted by the Department of Human Resources.
- Health and life insurance premiums shall be paid in accordance with the provisions of Section 7.1.

## **6.4 BENEFITS DURING UNPAID LEAVES OF ABSENCE**

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

The educational support employee on an approved leave of absence for more than thirty (30) days without pay or benefits shall have the option of continuing as a participant in the existing insurance benefit program at the expense of the educational support employee, while on such leave. All benefits to which an educational support employee was entitled at the time the approved leave of absence

commenced, including unused accumulated sick leave, will be restored upon return to service. An employee on an extended leave of absence will be re-employed in an appropriate position as soon as a vacancy occurs after the request for reinstatement. If the employee declines the position, there is no further obligation for employment.

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

## **6.5 FAMILY CRISIS LEAVE EXCHANGE**

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

Rules:

1. A request for leave may be submitted 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, parent, sibling or relative for whom the employee has medical responsibility.
2. The employee shall not be gainfully employed in any other capacity during the covered period.
3. Maximum grant shall be sixty (60) workdays.
4. A family may receive a maximum grant only once in any three (3)-year period.
5. Contributors are limited to a maximum contribution of one (1) earned day in any individual case.

Procedures:

1. Request must be made in writing to the FCLE in care of the FASSE office, stating the details of the circumstances and the likely duration.
2. The Finance Department shall verify the employee's leave status to the committee.
3. Written statement detailing the condition, treatment plan, and diagnosis shall be submitted by the attending physician(s).
4. The committee shall notify the Superintendent or his/her designee, building principal, human resources, and the appropriate director of the request and seek any input that they may have concerning the request.
5. The committee shall approve or deny the request by a majority vote of the committee. The committee's decision may be appealed to the FASSE board of directors within ten (10) days.
6. The committee shall notify the applicant of its decision, in writing, within ten (10) workdays.
7. Upon approval, the committee will first notify the staff at the applicant's work site of the need for voluntary leave donations, then all other sites.
8. Volunteers who wish to donate any of their earned sick leave must complete and sign the FCLE donation form and return the form to the FASSE office.
9. FASSE shall establish a database system to track the donations with their utilization.

10. FASSE shall provide human resources written notice of names of contributors, number of days donated, and names of recipients.
11. Donated days will be granted in the order they were received.
12. Should the applicant reach the maximum grant or return to work, or should he/she qualify for any other leave, any remaining contributions shall be returned to those who contributed them in the reverse order they were received. The exchange balance shall remain at zero until the next request.
13. The Family Crisis Leave Exchange will function on an as needed basis.
14. The committee will consist of at least five (5) employees selected by the FASSE president and approved by the FASSE board of directors.
15. Committee term: 2 years - terms should be staggered.

## **ARTICLE VII INSURANCE**

### **7.1 GROUP HEALTH, DENTAL & LIFE INSURANCE**

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

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

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

Effective July 1, 2023, Health Insurance premiums will increase 9.5%.

#### **B. Life Insurance**

1. The Board shall pay for each educational support employee the full cost of term life insurance including accidental death and dismemberment equal to twice the employee's salary to the nearest \$1,000 with a minimum coverage of \$10,500.
2. The Board shall make available to all eligible employees, at the employee's expense, the option to purchase supplemental life insurance. Eligible employees may also purchase, at their expense, additional life insurance for their dependents up to the approved plan maximum.

#### **C. Deceased Spouse Insurance Coverage**

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

- Employee/Retiree completed 10 years of service with FCPS.
  - Employee/Retiree carried dependent medical/dental benefit coverage at time of death.
  - Surviving dependent has no access to employer provided medical/dental insurance.
  - Surviving dependent is responsible for full cost of medical/dental premiums.
  - New dependents may not be added to the policy.
- D. The Board shall contribute 100% of the premium cost per participating educational support employee, unless waived by the employee, for the purpose of a dental plan each year.
1. The selection of the plan and determination of benefits to be bid shall be the duty of the insurance council as per Section 7.3 of this Article.
  2. The specifications and benefits are identified in the Delta Dental Program in effect July 1, 2005, and hereto appended to this Agreement.
- E. The specific insurance coverages shall be listed in the employee benefit plan description booklet, which will be updated at the conclusion of these negotiations. The coverages shall not be modified, except with a written notice of thirty (30) days in advance of the proposed changes to the Association. Approval by both the Board and the Association Executive Board will be required prior to implementation.
- F. The Board shall exercise all of its rights under the third-party contracts with insurance providers to ensure that all specifications are met by these providers.
- G. Retiree Insurance
1. "Retiree" is defined as having at least ten (10) years of service with FCPS.
  2. The Board will contribute 80% of the premium for medical, prescription drugs and vision for all retirees with 25 or more years of service.
  3. The Board will contribute 65% of the premium for medical, prescription drugs and vision for all retirees with service between 10-24 years.
  4. The Board will make no contribution to the dental premium costs for retirees. Retirees may participate in the dental plan but will assume full premium costs.
  5. Previous Board contributions for dental premium costs will be reallocated to cover costs for the retiree dependent premium.
  6. A significant portion of the Board's previous contribution to dependent medical premiums will be reallocated to support individual retiree premiums.
  7. The Board's previous dental premium contribution plus the remaining Board's previous dependent contribution will comprise the new Board allocation for dependent coverage.

## **7.2 WORKERS' COMPENSATION**

- A. When an educational support employee is injured on the job and loses time from work, any deduction from the educational support employee's sick leave for absences directly resulting from the accident or injury will be reinstated once the workers' compensation claim is approved.
- B. An educational support employee who is physically unable to report for duty, as a result of an injury in the line of duty, may be placed on workers' compensation leave at full salary

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

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

- C. Educational support employees on workers' compensation leave may accrue up to one year of service credit in determining his/her salary, including longevity and/or vacation eligibility. These advance credits will become effective upon the educational support employee's return to work. Annual leave for twelve-month educational support employees will accrue at the normal rate during disability leave.
- D. In order to be eligible for salary payment when injured, an educational support employee must be in an authorized position paid on the regular payroll.
- E. Board salary payments to the injured educational support employee shall not exceed the regular salary for the educational support employee for a period not to exceed one designated work year.
- F. If an educational support employee's disability continues beyond one year, the educational support employee may elect to use sick leave or annual leave accrued and may be eligible to apply for sick leave days.

### **7.3 INSURANCE COUNCIL**

The Association shall be permitted to appoint two (2) representatives to the Insurance Council. The Board may choose to appoint two (2) additional representatives to the Council.

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

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

The Insurance Council will:

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

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

### **7.4 COMPREHENSIVE GENERAL LIABILITY**

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

The Board, through its insurance company, will agree to investigate, defend, and pay any claim—if found legally liable—resulting from alleged bodily injury or property damage occurring out of the course of one's assigned duties.

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

#### **7.5 AUTO INSURANCE REIMBURSEMENT**

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

### **ARTICLE VIII MISCELLANEOUS**

#### **8.1 RETIREMENT AND SEVERANCE PAY**

- A. Educational support employees working for the Board at the time of official retirement (or at the time of death, said beneficiary) shall receive retirement pay of forty percent (40%) of the accumulated sick leave at the final rate of pay. To be eligible, the educational support employee must have served ten (10) consecutive years in the Frederick County school system.
- B. Upon termination of employment with the Board, twelve-month educational support employees shall receive severance pay for earned unused annual leave.
- C. In order to be eligible for benefits under paragraph A, educational support employees must submit completed retirement forms to the Human Resources Department thirty (30) days prior to the projected retirement date. Advanced notice may not be a requirement in case of medical necessity or disability retirement.

#### **8.2 OTHER DUTIES PERFORMED**

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

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

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

Where available, school-based health personnel will provide primary health-related services to students. When unavailable, educational support staff may be asked to perform health-related services to students. The Board will offer training to support staff in compliance with state law.

#### **8.2a INSTRUCTIONAL ASSISTANTS USED AS SUBSTITUTE TEACHERS**

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

The Board and the Association agree that Instructional Assistants should only be requested to provide class coverage after the school has been unsuccessful in securing a substitute. Except for assistants who regularly cover classes during individualized education program (IEP) team meetings, benefited part-time and full-time Instructional Assistants/Special Education Instructional Assistants, or Community Liaisons who are requested to substitute in the school will be compensated a stipend of \$80 if required to cover classes for three (3) or more hours. Where practical, allocation will be offered on a rotational basis within each school.

### **8.2b REIMBURSEMENT OF STATE-MANDATED/REQUIRED TESTS**

All instructional assistants who pass the Maryland state-mandated test as required under federal law (No Child Left Behind) shall be reimbursed in full for the cost of the test.

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

### **8.2c JOB SHARING**

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

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

### **8.3 TUITION REIMBURSEMENT**

#### ELIGIBILITY

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

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

## REPAY OBLIGATION

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

### **8.4 CLOTHING ALLOWANCE**

The Board will provide a \$300 clothing allowance for those who work 4 hours or more and \$280 for those who work less than 4 hours. Food and Nutrition Services employees will receive a \$50 stipend to purchase non-slip shoes.

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

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

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

### **8.5 UNIFORMS**

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

#### **8.5.1 ID BADGES**

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

### **8.6 OTHER ISSUES BY CLASSIFICATION**

#### **BUS DRIVERS/ASSISTANTS**

- A. Bus drivers may eat or drink on buses only when students are absent.
- B. Bus Drivers/Assistants will receive compensation at their current rate for additional time worked.
- C. Bus drivers will receive a \$700 stipend, and in any subsequent fiscal years, the stipend will increase by the amount of any negotiated cost of living adjustment. This stipend will be for the following required duties:
  1. Bringing buses to inspection.
  2. Bringing buses in for service or repair.
  3. Fueling the bus.
  4. Maintaining cleanliness of the bus, both interior and, weather permitting, exterior.
  5. Making written and oral reports to supervisors and/or school administration staff.
  6. Participating in school/parent/transportation conference.

7. Checking email communications.
  8. Other reasonable duties that are an ancillary part of the bus service.
- D. Drivers hired/terminated after the beginning of the school year will have their payments prorated based on the days actually worked in each of the appropriate time periods.
- E. Those required to have random drug and/or alcohol testing will be compensated for one (1) hour of the hourly rate. Tests requiring more than one (1) hour will be reviewed on a case-by-case basis. Payment will be made only two (2) times a year in January and June. Drivers required to use their own transportation to get to the test will be reimbursed mileage at the current IRS rate as of July 1 of that year.
- F. Effective Fiscal Year 2021, Bus Assistants will receive a \$270 stipend, and in any subsequent fiscal years, the stipend will increase by the amount of any negotiated cost of living adjustment. This stipend is for the following required duties:
1. Maintaining cleanliness of the bus, both the interior and, weather permitting, exterior.
  2. Making written and oral reports to supervisors and/or school administrative staff.
  3. Participating in school/parent/transportation conference.
  4. Other reasonable duties that are an ancillary part of the bus service.
- G. For FY25, on inclement weather-related closing, Bus Drivers and Bus Assistants will be paid a stipend; one hundred (\$100) dollars for Bus Drivers and seventy-five (\$75) dollars for Bus Assistants. (Since this item will be based on funding, it shall be considered a mandatory topic for negotiations for FY25, and not count as an opener for either side).

#### **SIGN LANGUAGE INTERPRETERS**

1. Interpreters who are assigned to a school will work the normal work hours for school-based employees.
2. Interpreters may be assigned to a different school to meet the needs of the interpreting department during school hours.
3. All interpreters who provide interpreting services shall be paid a minimum of two hours at their hourly rate for any work or school activities or related services that is outside the normal work day.
4. FCPS agrees to pay interpreters a two-hour minimum in the event of an assignment cancellation or no-show for weekend assignments or after-school assignments of less than 24-hour notice.
5. All sign language interpreter's current certificates shall be recognized by FCPS. If there are any future changes to requirements then FCPS will facilitate training through the tuition reimbursement process.
6. All interpreter assignments that require evening or weekend work shall be made available to all interpreters. Interpreters will be selected based on seniority and the needs of FCPS to ensure the interpreter has the skills necessary for the assignment.
7. It is the practice of FCPS to assign co-interpreters in school-based assignments when practicable.

#### **STAFF DEVELOPMENT**

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

## **SECRETARIES AND ASSISTANTS**

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

## **FOOD SERVICE**

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

## **8.7 AWARD PROGRAM INCENTIVES**

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

## **ARTICLE IX DURATION**

### **GENERAL PROVISIONS**

- A. If a provision of this Agreement or any application of this Agreement to any unit member(s) is held to be contrary to law or a court decision, then such provisions or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- B. This Agreement constitutes Board policy for the term of said Agreement, and the Board will carry out the commitments contained herein and give them full force and effect as Board policy. The Board will amend its written policies and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement. The Association agrees to abide by all provisions of this Agreement and to use every effort to inform and advise unit members in carrying out its provisions.
- C. If the parties are unable to reach agreement, the impasse process shall be declared and conducted in accordance with provisions as established under Education Article, Annotated Code of Maryland.
- D. Notwithstanding the provisions contained in paragraph A, the Maryland Court of Appeals and the Maryland State Board of Education have made significant decisions concerning the legality of topics for negotiations and established criteria for determining the legality of these topics. The Board asserts its intention to comply with the laws and the decisions of the Maryland Court of Appeals, Maryland State Board of Education, and the Public Labor Relations Board. Therefore, in negotiating the provisions in this Agreement, the parties agree that in the event that any topics or provisions in this Agreement are determined to be illegal by the courts, Maryland State Board of Education, or the Public Labor Relations Board, then the topics and provisions of this Agreement related to those topics or provisions determined to be illegal shall automatically be removed from this Agreement.

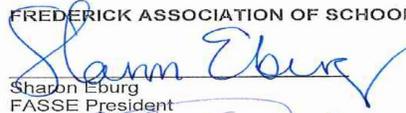
This Agreement shall remain in effect from July 1, 2023, to midnight June 30, 2026.

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

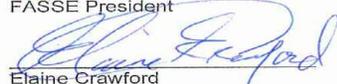
The parties will meet on or before December 1 of each intervening year to negotiate salary, insurance, and two (2) language proposals submitted by each party. Negotiations will begin on or before December 1, to negotiate any changes to the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed by their duly authorized officers this 28<sup>th</sup> day of June 2023.

**FREDERICK ASSOCIATION OF SCHOOL SUPPORT EMPLOYEES**



Sharon Eburg  
FASSE President

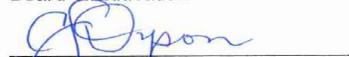


Elaine Crawford  
FASSE Chief Negotiator

**BOARD OF EDUCATION OF FREDERICK COUNTY, MARYLAND**



Susan L. Johnson, President  
Board of Education



Dr. Cheryl L. Dyson  
Superintendent of Schools



Robert W. Wedge  
FCPS Chief Negotiator

**FREDERICK COUNTY PUBLIC SCHOOLS  
SUPPORT EMPLOYEE SALARY SCALE  
July 1, 2023**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	
S01																						
S02	15.85	16.33	16.81	17.32	17.83	18.29	18.74	19.21	19.69	20.18	20.59	20.99	21.41	21.85	22.28	23.07	23.87	24.71	25.57	26.46	27.42	
S03	16.80	17.31	17.82	18.36	18.91	19.38	19.87	20.36	20.87	21.39	21.82	22.26	22.70	23.16	23.62	24.45	25.30	26.18	27.10	28.05	29.06	
S04	17.80	18.34	18.90	19.45	20.04	20.55	21.05	21.58	22.13	22.67	23.13	23.59	24.07	24.54	25.04	25.91	26.82	27.76	28.73	29.73	30.81	
S05	18.88	19.44	20.02	20.63	21.25	21.78	22.32	22.88	23.45	24.04	24.52	25.01	25.51	26.02	26.53	27.46	28.43	29.42	30.45	31.52	32.65	
S06	20.01	20.61	21.23	21.86	22.52	23.09	23.65	24.25	24.86	25.48	25.99	26.50	27.04	27.58	28.13	29.11	30.13	31.19	32.28	33.41	34.61	
S07	21.21	21.85	22.50	23.18	23.87	24.47	25.08	25.71	26.35	27.01	27.54	28.10	28.66	29.24	29.81	30.86	31.94	33.05	34.21	35.42	36.69	
S08	22.48	23.16	23.85	24.56	25.30	25.93	26.58	27.24	27.93	28.63	29.20	29.78	30.38	30.99	31.61	32.71	33.86	35.05	36.26	37.53	38.89	
S09	23.83	24.54	25.28	26.04	26.82	27.49	28.17	28.89	29.61	30.34	30.95	31.57	32.20	32.85	33.50	34.68	35.89	37.14	38.44	39.79	41.22	
S10	25.26	26.02	26.80	27.61	28.43	29.14	29.87	30.62	31.38	32.17	32.81	33.47	34.14	34.82	35.51	36.76	38.04	39.37	40.75	42.18	43.69	
S11	26.77	27.58	28.40	29.26	30.13	30.89	31.66	32.46	33.26	34.10	34.78	35.47	36.18	36.90	37.65	38.96	40.32	41.73	43.20	44.71	46.32	
S12	28.38	29.24	30.11	31.01	31.94	32.75	33.56	34.40	35.26	36.14	36.86	37.60	38.35	39.12	39.90	41.30	42.75	44.24	45.79	47.39	49.09	
S13	30.08	30.99	31.92	32.87	33.86	34.71	35.57	36.46	37.38	38.31	39.07	39.86	40.65	41.47	42.29	43.78	45.30	46.89	48.53	50.24	52.04	
S14	31.89	32.85	33.83	34.85	35.89	36.79	37.71	38.65	39.62	40.61	41.42	42.25	43.10	43.95	44.83	46.40	48.03	49.71	51.45	53.25	55.17	
S15	33.80	34.82	35.86	36.94	38.04	39.00	39.97	40.97	41.99	43.04	43.90	44.78	45.68	46.59	47.52	49.19	50.91	52.69	54.53	56.44	58.47	
S16	35.83	36.90	38.01	39.15	40.33	41.33	42.37	43.43	44.51	45.62	46.54	47.47	48.42	49.39	50.37	52.14	53.96	55.85	57.80	59.83	61.98	
S17	37.98	39.12	40.29	41.50	42.75	43.82	44.91	46.04	47.18	48.36	49.33	50.32	51.32	52.35	53.40	55.26	57.20	59.21	61.28	63.42	65.71	
S18	40.26	41.47	42.71	43.99	45.32	46.44	47.61	48.79	50.01	51.27	52.29	53.33	54.41	55.49	56.61	58.59	60.63	62.76	64.95	67.22	69.65	
S19	42.67	43.95	45.27	46.64	48.03	49.23	50.46	51.72	53.01	54.35	55.43	56.53	57.67	58.82	60.00	62.10	64.27	66.52	68.84	71.26	73.82	
S20	45.23	46.59	47.99	49.43	50.91	52.19	53.49	54.83	56.19	57.61	58.75	59.93	61.13	62.35	63.60	65.82	68.13	70.52	72.98	75.53	78.26	

**FREDERICK COUNTY PUBLIC SCHOOLS**  
**SUPPORT EMPLOYEE SALARY SCALE - TECHNOLOGY POSITIONS**  
**July 1, 2023**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21
T01	24.77	25.51	26.27	27.07	27.87	28.58	29.29	30.02	30.77	31.54	32.17	32.82	33.47	34.14	34.82	36.04	37.31	38.61	39.96	41.36	42.85
T02	25.51	26.27	27.07	27.87	28.71	29.43	30.17	30.92	31.69	32.49	33.14	33.80	34.48	35.16	35.87	37.12	38.42	39.76	41.16	42.60	44.13
T03	26.27	27.07	27.87	28.71	29.58	30.31	31.07	31.85	32.64	33.46	34.13	34.81	35.51	36.22	36.95	38.24	39.58	40.96	42.39	43.88	45.46
T04	27.07	27.87	28.71	29.58	30.46	31.22	32.00	32.81	33.62	34.47	35.15	35.85	36.57	37.31	38.05	39.38	40.76	42.19	43.66	45.19	46.82
T05	27.87	28.71	29.58	30.46	31.37	32.16	32.96	33.79	34.63	35.50	36.21	36.94	37.67	38.42	39.20	40.57	41.98	43.46	44.97	46.55	48.23
T06	28.71	29.58	30.46	31.37	32.31	33.13	33.95	34.80	35.68	36.56	37.30	38.04	38.80	39.58	40.37	41.79	43.24	44.76	46.33	47.95	49.67
T07	29.58	30.46	31.37	32.31	33.28	34.12	34.97	35.84	36.74	37.66	38.41	39.19	39.97	40.76	41.58	43.03	44.54	46.10	47.71	49.38	51.17
T08	30.46	31.37	32.31	33.28	34.28	35.14	36.02	36.92	37.84	38.79	39.57	40.36	41.17	41.99	42.83	44.32	45.88	47.48	49.14	50.87	52.69
T09	31.37	32.31	33.28	34.28	35.32	36.19	37.10	38.03	38.98	39.95	40.75	41.57	42.39	43.25	44.11	45.66	47.26	48.91	50.62	52.39	54.27
T10	32.31	33.28	34.28	35.32	36.37	37.29	38.21	39.16	40.14	41.16	41.97	42.82	43.67	44.54	45.44	47.03	48.67	50.37	52.14	53.96	55.90
T11	33.28	34.28	35.32	36.37	37.46	38.40	39.36	40.34	41.35	42.38	43.23	44.10	44.98	45.88	46.80	48.43	50.13	51.89	53.71	55.58	57.59
T12	34.28	35.32	36.37	37.46	38.59	39.56	40.54	41.56	42.59	43.65	44.53	45.42	46.33	47.26	48.20	49.89	51.63	53.45	55.32	57.25	59.31
T13	35.32	36.37	37.46	38.59	39.74	40.74	41.75	42.80	43.87	44.96	45.87	46.78	47.72	48.68	49.65	51.38	53.19	55.05	56.98	58.97	61.09
T14	36.37	37.46	38.59	39.74	40.94	41.96	43.01	44.09	45.19	46.32	47.24	48.18	49.15	50.13	51.14	52.93	54.78	56.70	58.68	60.73	62.92
T15	37.46	38.59	39.74	40.94	42.17	43.22	44.30	45.41	46.54	47.71	48.66	49.64	50.63	51.64	52.67	54.52	56.42	58.40	60.44	62.56	64.81
T16	38.59	39.74	40.94	42.17	43.43	44.52	45.62	46.77	47.94	49.13	50.12	51.13	52.15	53.19	54.25	56.15	58.11	60.16	62.26	64.44	66.75
T17	39.74	40.94	42.17	43.43	44.74	45.85	47.00	48.17	49.38	50.61	51.62	52.65	53.71	54.79	55.88	57.83	59.86	61.95	64.13	66.37	68.76
T18	40.94	42.17	43.43	44.74	46.08	47.22	48.41	49.62	50.86	52.13	53.17	54.23	55.33	56.43	57.55	59.57	61.65	63.81	66.05	68.36	70.82
T19	42.17	43.43	44.74	46.08	47.46	48.65	49.86	51.10	52.38	53.69	54.77	55.86	56.98	58.12	59.28	61.36	63.51	65.73	68.03	70.41	72.94
T20	43.43	44.74	46.08	47.46	48.89	50.10	51.35	52.64	53.95	55.30	56.41	57.54	58.69	59.87	61.06	63.20	65.41	67.70	70.07	72.52	75.13
T21	44.74	46.08	47.46	48.89	50.35	51.61	52.90	54.22	55.57	56.97	58.10	59.27	60.45	61.66	62.89	65.10	67.37	69.73	72.17	74.70	77.39
T22	46.08	47.46	48.89	50.35	51.86	53.16	54.48	55.84	57.25	58.67	59.85	61.04	62.26	63.51	64.78	67.05	69.39	71.83	74.33	76.94	79.71
T23	47.46	48.89	50.35	51.86	53.42	54.75	56.12	57.52	58.96	60.43	61.64	62.88	64.13	65.42	66.72	69.06	71.48	73.97	76.56	79.25	82.10
T24	48.89	50.35	51.86	53.42	55.02	56.39	57.80	59.25	60.73	62.25	63.49	64.76	66.06	67.38	68.72	71.14	73.62	76.19	78.87	81.62	84.56
T25	50.35	51.86	53.42	55.02	56.67	58.08	59.54	61.02	62.55	64.12	65.40	66.71	68.04	69.40	70.78	73.26	75.83	78.48	81.23	84.08	87.10
T26	51.86	53.42	55.02	56.67	58.37	59.83	61.32	62.86	64.43	66.04	67.36	68.70	70.08	71.48	72.91	75.46	78.10	80.84	83.66	86.60	89.71
T27	53.42	55.02	56.67	58.37	60.11	61.62	63.16	64.74	66.36	68.02	69.38	70.76	72.18	73.62	75.10	77.73	80.44	83.26	86.17	89.20	92.41
T28	55.02	56.67	58.37	60.11	61.92	63.47	65.06	66.69	68.35	70.06	71.46	72.89	74.35	75.83	77.35	80.06	82.86	85.76	88.76	91.87	95.17
T29	56.67	58.37	60.11	61.92	63.78	65.38	67.01	68.68	70.40	72.16	73.60	75.08	76.57	78.11	79.67	82.46	85.35	88.33	91.42	94.62	98.03
T30	58.37	60.11	61.92	63.78	65.70	67.34	69.02	70.74	72.51	74.32	75.81	77.33	78.88	80.45	82.06	84.93	87.91	90.98	94.17	97.46	100.97

Appendix C						
Work Schedules & Grade by Job Title for Full-Time Employees						
Job Code	Job Title	Days/ Year	Hours/ Day	Sai Plan	Grade	Months
950001	Accounting Associate	260	7	SAH	S10	12
950002	Accounts Payable Associate	260	7	SAH	S10	12
911000	Accounts Payable Officer	260	7	SAH	S20	12
950004	Accounts Payable Specialist	260	7	SAH	S13	12
950005	Accounts Receivable Specialist	260	7	SAH	S14	12
890720	Adult Learning & Tech Spec	260	7	SAH	S16	12
440002	Behavioral Support Assistant	190	7	SAE	S08	10
957501	Budget Associate, Comm. Schls	260	8	SAI	S14	12
894100	Budget, Purch & Supprt Coord I	260	8	SAI	S13	12
090001	Building Automation Sys Tech I	260	8	SAI	S11	12
090003	Building Automatn Sys Tech II	260	8	SAI	S13	12
240600	Building Manager	260	8	SAI	S12	12
820001	Building Trades Foreman	260	8	SAI	S11	12
640000	Bus Assistant	180	7	SAQ	S04	10
650000	Bus Driver	180	8	SAA	S09	10
240300	Business Manager	244	7	SAF	S20	12
412110	Career Coach	244	7	SAF	S15	12
820100	Carpenter	260	8	SAI	S09	12
952110	Central Office Receptionist	260	8	SAI	S07	12
899111	Client Services Specialist I	260	8	SAI	T05	12
899110	Client Services Specialist II	260	8	SAI	T13	12
898000	Client Services Tech I	260	8	SAI	T05	12
090002	CMMS Support & Data Qlty Spec	260	8	SAI	S13	12
501000	Community Liaison	190	7	SAE	S07	10
502000	Community Liaison, MEP	208	7	SAN	S08	11
800040	Computer Maint Mgmt Syst Admin	260	8	SAI	S15	12
510100	Coordinator, Benefits	260	7	SAH	S15	12
412100	Coordinator, Career Coach	244	7	SAF	S18	12
500000	Coordinator, Communication	260	8	SAI	S15	12
416002	Coordinator, Engmnt & Prtnrshp	244	7	SAF	S15	12
514000	Coordinator, Family & Comm Inv	260	8	SAI	S15	12
416001	Coordinator, International Off	244	7	SAF	S19	12
900000	Coordinator, Interpreter	244	8	SAG	S16	12
416003	Coordinator, MEP Interprtng Ser	244	7	SAF	S16	12
411100	Coordinator, Outreach	244	7	SAF	S11	12
520601	Coordinator, Procurement	260	7	SAH	S15	12
957600	Coordinator, Student Activity	260	7	SAH	S14	12
411200	Coordinator, Transportation	260	8	SAI	S08	12
892520	Coordinator, Web Experience	260	8	SAI	S13	12
881200	Custodian	260	8	SAI	S03	12
881400	Custodian Support Specialist	260	8	SAI	S12	12
881100	Custodian, Asst. Lead Elem/Mid	260	8	SAI	S05	12
880100	Custodian, Asst. Lead High	260	8	SAI	S06	12
881000	Custodian, Lead Elem/Mid	260	8	SAI	S07	12
880000	Custodian, Lead High	260	8	SAI	S08	12
881300	Custodian, Utility	260	8	SAI	S03	12
091610	Cyber Security Administrator	260	8	SAI	T25	12
091620	Cyber Security Audit Admin	260	8	SAI	T25	12
830800	Data Assistant, Lead	260	7	SAH	S14	12

892269	Data Integration Specialist	260	8	SAI	S20	12
959000	Dispatcher	260	8	SAI	S11	12
924000	Document Production Specialist	260	7	SAH	S08	12
630000	Driver Trainer	244	8	SAG	S10	12
830000	Electrician	260	8	SAI	S11	12
830001	Electronic Building Sys Tech I	260	8	SAI	T03	12
830002	Electronic Building SysTech II	260	8	SAI	T07	12
960001	Facilities Planner	260	7	SAH	S15	12
800000	Fleet Maintenance Mgr	260	8	SAI	S16	12
520421	Food & Nutrition Spec I 244/7	244	7	SAF	S16	12
520420	Food and Nutrition Spec I	195	8	SAK	S16	10
520410	Food and Nutrition Spec II	260	7	SAH	S17	12
520700	Food and Nutrition Svc Mlk Drv	183	7	SAB	S04	10
520200	Food Service Assistant Mgr	183	8	SAC	S08	10
520510	Food Service Floater Site Asst	183	7	SAB	S06	10
520910	Food Service Regional Worker	183	7	SAB	S02	10
520800	Food Service Satellite Driver	183	7	SAB	S04	10
520500	Food Service Site Asst	183	7	SAB	S06	10
520900	Food Service Worker	183	7	SAB	S02	10
957001	Grant Specialist	244	7	SAF	S15	12
742100	Grounds Crew Foreman	260	8	SAI	S09	12
740100	Grounds Crew Worker I	260	8	SAI	S04	12
870001	Grounds Equipment Repair Tech	260	8	SAI	S05	12
870000	Grounds Equipment Repr Foreman	260	8	SAI	S09	12
740000	Grounds Supervisor	260	8	SAI	S14	12
899100	Helpdesk Database Tech II	260	8	SAI	S10	12
961100	HR Data Associate	260	7	SAH	S10	12
961000	Human Resources Associate I	260	7	SAH	S10	12
962000	Human Resources Associate II	260	7	SAH	S12	12
810001	HVAC/R Apprentice	260	8	SAI	S08	12
810000	HVAC/R Technician	260	8	SAI	S11	12
351000	Info. Systems Tech. Trainer	260	7	SAH	T17	12
600000	Instr Asst	190	7	SAE	S05	10
600001	Instr Asst, CS	190	7	SAE	S05	10
600002	Instr Asst, DLL Mentor	190	7	SAE	S08	10
600100	Instr Asst, MEP	190	7	SAE	S05	10
600110	Instr Asst, PK	190	7	SAE	S05	10
600250	Instr Asst, PK MEP	190	7	SAE	S06	10
600020	Instr Asst, Program Specialist	190	7	SAE	S08	10
600300	Instr Asst, Science Lab	190	7	SAE	S07	10
600220	Instr Asst, Spc Ed Spc Prog	208	7	SAN	S08	11
600230	Instr Asst, Spc Ed Spc Prog PK	208	7	SAN	S05	11
600240	Instr Asst, Spc Prog	190	7	SAE	S05	10
600200	Instr Asst, Special Ed	190	7	SAE	S06	10
600210	Instr Asst, Special Ed PK	190	7	SAE	S06	10
490401	Interpreter, Comm Liaison, MEP	190	7	SAE	S13	10
490200	Interpreter, Educational I	190	7	SAE	S13	10
490300	Interpreter, Educational II	190	7	SAE	S15	10
892540	Inventory Coordinator	260	8	SAI	S15	12
721001	Inventory Specialist	260	8	SAI	S05	12
320005	Judy Center Financial Spec.	244	7	SAF	S12	12
321001	Junior Accountant	260	7	SAH	S15	12

503000	Liaison, Family & Comm Involve	260	7	SAH	S12	12
954500	LMS Database Tech & Registrar	244	7	SAF	S10	12
821100	Locksmith	260	8	SAI	S10	12
820002	Locksmith Foreman	260	8	SAI	S11	12
840000	Maint Mechanic, General	260	8	SAI	S08	12
840600	Maint Mechanic, Roofer	260	8	SAI	S08	12
240220	Maint Project Manager IV	260	8	SAI	S18	12
840001	Maintenance Area Foreman	260	8	SAI	S12	12
050002	Maintenance Area Supvsr	260	8	SAI	S15	12
960002	Maintenance Project Manager II	260	8	SAI	S13	12
510000	Manager, Eng. & Partnership	260	7	SAH	S15	12
512000	Manager, Media Arts	260	8	SAI	S16	12
832000	Master Electrician	260	8	SAI	S12	12
810002	Master HVAC/R	260	8	SAI	S12	12
850101	Master Plumber-Gas Fitter	260	8	SAI	S12	12
890900	Media Artist	260	8	SAI	S08	12
490001	Medicaid Program Specialist	244	7	SAF	S11	12
490402	MEP Lang Assessment Spec	190	7	SAE	S14	10
895001	Mobility & Cloud Administrator	260	8	SAI	T19	12
896001	Network Administrator I	260	8	SAI	T15	12
896000	Network Administrator II	260	8	SAI	T17	12
895000	Network Administrator VoIP	260	8	SAI	T21	12
892800	Network Engineer II	260	8	SAI	T25	12
895150	Network Technician	260	8	SAI	T13	12
770100	Painter I	260	8	SAI	S06	12
770200	Painter II	260	8	SAI	S08	12
950003	Payroll Associate	260	7	SAH	S10	12
914000	Payroll Specialist	260	7	SAH	S13	12
960003	Planning Data & GIS Analyst	260	8	SAI	S13	12
850100	Plumber	260	8	SAI	S11	12
850110	Plumbing Registered Apprentice	260	8	SAI	S08	12
741201	Pool Operations Asst Supvsr	260	8	SAI	S07	12
741200	Pool Operations Supervisor	260	8	SAI	S08	12
840002	Predictive Maint Technician	260	8	SAI	S09	12
959201	Procurement Card Administrator	260	7	SAH	S14	12
100200	Prog Eval & Research Spec	260	7	SAH	S16	12
957502	Program Administrator	244	7	SAF	S16	12
240215	Project Manager III	260	8	SAI	S16	12
240240	Project Manager, IT	260	8	SAI	T21	12
959200	Purchasing Agent I	260	7	SAH	S15	12
959202	Purchasing Agent III	260	7	SAH	S17	12
950006	Purchasing Associate	260	7	SAH	S10	12
954400	Registrar	244	7	SAF	S06	10
470000	Resident Substitute	190	7	SAE	S08	10
660000	Route Surveyor	260	8	SAI	S10	12
320004	School Financial Specialist	244	7	SAF	S14	12
952210	School Receptionist	244	7	SAF	S07	12
831000	Science Center Technician	244	7	SAF	S09	12
952060	Secretary II, Admin	260	7	SAH	S10	12
952160	Secretary II, Admin 244/7	244	7	SAF	S10	12
952021	Secretary, Admin 244/7	244	7	SAF	S08	12
952020	Secretary, Admin 260/7	260	7	SAH	S08	12

950320	Secretary, Admin Tran Payroll	260	8	SAI	S10	12
952050	Secretary, Central 260/8	260	8	SAI	S05	12
952010	Secretary, Central Admin	244	7	SAF	S08	12
952040	Secretary, Central Admin 190	190	7	SAE	S08	10
952015	Secretary, Central Admin 244/8	244	8	SAG	S08	12
952025	Secretary, Central Admin 260/8	260	8	SAI	S08	12
950200	Secretary, Executive 260/7	260	7	SAH	S13	12
950300	Secretary, Executive 260/8	260	8	SAI	S13	12
954010	Secretary, School	190	7	SAE	S05	10
955000	Secretary, School 244	244	7	SAF	S05	12
952030	Secretary, School Admin	244	7	SAF	S10	12
530000	Security Tech Specialist	260	8	SAI	S10	12
531000	Security Technician	260	8	SAI	S10	12
892265	Service Integration Specialist	260	8	SAI	T19	12
662000	Service Navigator	244	7	SAF	S11	12
830801	Student Info Sys Support Tech	260	8	SAI	S12	12
052000	Student Services Associate 1	244	7	SAF	S10	12
720000	Supervisor, FNS Warehouse	260	8	SAI	S15	12
410120	Sustainably Engr & Util Mgr	260	8	SAI	S18	12
892290	Sys Support Dta Quality Spec	260	8	SAI	S17	12
830802	System Support Technician	260	7	SAH	S12	12
897001	Systems Administrator I	260	8	SAI	T19	12
897000	Systems Administrator II	260	8	SAI	T19	12
892270	Systems Development Spec	260	8	SAI	S20	12
892901	Systems Engineer I	260	8	SAI	T23	12
891100	Systems Support Specialist I	260	8	SAI	T09	12
891120	Systems Support Specialist II	260	8	SAI	T15	12
961200	Talent Acquisition Associate	260	7	SAH	S10	12
894000	Tech Support Specialist I	260	8	SAI	T07	12
894110	Tech Support Specialist II	260	8	SAI	T11	12
830900	Testing Technician	190	7	SAE	S09	10
490301	Transcriber, Braille	190	7	SAE	S13	10
490305	Transcriber, Spanish	244	7	SAF	S13	12
802001	Transportation Parts Lead	260	8	SAI	S09	12
890300	User Support Spec, Special Ed	208	7	SAN	T03	11
890200	User Support Specialist	208	7	SAN	T03	11
890201	User Support Specialist 11Mo	208	7	SAN	T03	11
890210	Utility User Suprt Specialist	208	7	SAN	T03	11
802000	Vehicle Mechanic	260	8	SAI	S09	12
801000	Vehicle Mechanic Foreman	260	8	SAI	S11	12
804000	Vehicle Mechanic, Lead	260	8	SAI	S10	12
892400	Video Production Manager	260	8	SAI	S20	12
890400	Video Production Specialist	260	8	SAI	S11	12
725000	Warehouse Asset Specialist	260	8	SAI	S08	12
724000	Warehouse Manager	260	8	SAI	S17	12
721000	Warehouse Specialist	260	8	SAI	S04	12
850020	Water Treatment Operator	260	8	SAI	S12	12
850000	Water Treatment Superintendent	260	8	SAI	S13	12
892500	Web Content Coordinator	260	8	SAI	S13	12
892530	Web Developer	260	8	SAI	T23	12
892260	Wireless Adminstrator	260	8	SAI	T21	12

## **Membership Rules and Procedures FASSE-FCPS Employees Sick Leave Bank**

### **Statement of Intent**

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

### **Membership**

1. Effective July 1, 2022, all new employees will be automatically enrolled in the Sick Leave Bank and make an initial contribution of two (2) days.
2. A new hire wishing to cancel their membership must submit an opt out form to the senior human resources officer within thirty (30) calendar days of their hire date.
3. Employees returning from extended leave may become members by donating one (1) day of sick leave within thirty (30) days of the date of reinstatement to active service.
4. Employees hired prior to July 1, 2022, who wish to join will be considered a new enrollee. New enrollees will be eligible to enroll from July 1 through October 1 and must make an initial contribution of two (2) days.
5. To remain a member of the Bank, an employee must contribute to the Bank at the rate of one (1) day per year
6. All new members/enrollees will be eligible to apply for a grant after a wait period of 180 calendar days.
7. Forms to join the Bank should be submitted to Human Resources. Forms to request sick leave from the Bank should be submitted to the Bank committee at the FASSE office.
8. Any regular FCPS employee whose work assignment is half time or more, and who is not eligible to participate in the FASSE Sick Leave Bank, is eligible to participate in the Bank after all other membership requirements are met.
9. Membership in the Bank will remain in force and continue from year-to-year with a deduction made automatically as required unless membership is canceled in writing by the member before July 1.

### **RULES**

1. The Bank may be used only by the individual contributor for his or her illness, injury, quarantine and must meet ALL the following criteria:
  - a. Personal
  - b. Prolonged
  - c. Catastrophic
  - d. Incapacitating
2. The Bank may NOT be used by the member to remain absent from work in order to assist a family member
3. Only sick leave may be contributed to the Bank. Annual and personal leave may not be contributed.
4. For the purposes of administration of the Bank, sick leave is defined as:

- a. A designated amount of compensated sick leave granted to an employee whose absence is due to an illness, injury, or quarantine which meets the requirements of rule 1 (above).
5. Sick leave may not be granted to any period of disability during which monies are paid to the member under worker's compensation. If a member who has utilized sick leave days granted by the Bank thereafter received benefits under the Workers' Compensation Act for those same days, pay will be administered in accordance with the Negotiated Agreement language on worker's compensation and the Bank will be reimbursed for any days used.
6. Elective (non-emergency, non-life threatening) surgery will not be covered during the school year for members who work less than twelve (12) months.
7. A member must be absent for five (5) consecutive workdays before being eligible for a grant from the Bank for that same illness, injury, or quarantine. Those five (5) days may be covered by the member's accumulated sick leave, personal leave, annual leave, or leave without pay in accordance with the prevailing policy. Once the five (5) consecutive workday eligibility requirement has been met, subsequent intermittent absences for the same condition will not cause ineligibility.
8. Twelve (12) month support employees must exhaust annual leave after a grant of twenty-five (25) days to extend the SLB grant within the fiscal year.
9. Members must submit request for the sick leave bank to the Bank committee chair at the FASSE office.
10. Requests must be made within fifteen (15) calendar days of return to work.
11. The Bank will request additional information if unable to reach a decision regarding the request.
12. All requests to draw upon the Bank must be accompanied by a signed physician's statement detailing the cause, nature, and prognosis for the illness, injury or quarantine.
13. The decision of the sick leave bank committee shall be approved by the Human Resources Personnel Officer unless the decision is inconsistent with sick leave bank regulations or is unsupported by documentation. Leave grants from the Bank will be made in units of not more than twenty-five (25) days (except in extreme cases as determined by the committee) and will not exceed fifty (50) days in any fiscal year. The maximum number of sick leave days that will be granted during any two (2) consecutive fiscal years is one hundred (100). Members who draw the maximum one hundred (100) days in two (2) fiscal years are ineligible to participate for the next fiscal year. When medically verified, employees may be allowed to use leave in one-half (1/2) day increments.
14. In cases where the committee recommends denial of either a request for leave, or additional leave, the Bank will notify the member directly in writing the reason for the denial. A member may appeal directly to the FASSE Board of Directors through the President within thirty (30) days of the denial.
15. A contributor will lose the right to request leave from the Bank if one (1) or more of the following occur:
  - a. Termination or suspension of employment by FCPS.
  - b. Cancellation of participation which is effective only at the close of a fiscal year, June 30 of each year.
  - c. Refusal to provide requested information upon request of the sick leave bank committee.
  - d. Refusal to contribute leave in accordance with membership requirements.
  - e. Use of one hundred (100) days during two (2) consecutive fiscal years.
  - f. Refusal to apply for disability retirement benefits if the committee determines *based upon the doctor's statement that the member may be unable to return to work.*
16. The existence of the Bank and participation by employees in the Bank does not negate or eliminate any other FCPS sick leave policies, nor does it in any way negate the rights of individual

employees who participate in the Bank to other sick leave benefits included in the FASSE-Board of Education Agreement.

### **Administrative Procedures**

1. One (1) day of sick leave will be deducted from the member's sick leave account in the second pay period in October each year and will be placed in the Bank unless written notice of cancellation is given prior to July 1. Contributions to the Bank must be authorized by the employee on the appropriate form, available in the department of Human Resources. The annual contribution of one (1) day will be continued from year-to-year until canceled in writing by the member. Additional days may be assessed if the Bank has a negative balance at the end of the school year. Members will be notified prior to any additional deduction.
2. The president of FASSE will select employees to serve on the sick leave bank committee and shall submit their names to the FASSE Board of Directors for approval. FASSE will provide the names of the sick leave bank committee, in writing, to FCPS Human Resources Department by June 30 of each school year.
3. The Bank will approve all donations before they are forwarded to the Human Resources department.
4. The committee will review and recommend to the senior Human Resources manager approval or denial of all requests for leave from the Bank within fifteen (15) working days of receiving the request.
5. All requests to draw upon the Bank must be made on the appropriate form.
6. When the committee deems a second opinion is appropriate, any member requesting leave may be required to undergo a medical examination and consultation by a physician of the committee's choice at the applicant's expense. Any member not wishing to submit to this requirement may withdraw their request without affecting future membership.
7. In the event a member is unable to personally complete the leave request form, an agent or family member may act on their behalf.
8. An employee must use all sick leave that will be accrued for the current fiscal year before requesting leave from the Bank. An adjustment will be made on the final paycheck to reflect any negative balance in sick leave. If the amount on an employee's paycheck is to be adjusted, said employee will be notified. In no case will the granting of leave from the Bank cause a member to receive more than his or her regular salary.
9. The payroll department will maintain records of all member contributions, withdraws, cancellations and the status of the bank.

10. Any Bank member may review their membership application form, request for withdrawal of membership and approved request by contact the Bank committee chair at the FASSE office.
  
11. If the judgment of the committee, an applicant for leave, or an extension of leave, is eligible for disability retirement benefits, the committee may require the employee to apply for such benefits. Failure to apply as directed may result in disqualification from receipt of further benefits. The employee will continue to receive Bank benefits while waiting for a decision regarding disability retirement up to the allowable cap. Bank benefits shall cease when the disability retirement becomes effective. The member is required to notify the Bank of approval of any applications for disability retirement.
  
12. If an applicant receives an initial grant or an extension of a grant, and they are found to be ineligible for disability retirement, the committee may refer the member to a doctor of the committee's choice at the member's expense for an evaluation as to whether the applicant is permanently disabled. If the doctor certifies that the applicant's request for a grant or an extension of a grant is medically necessary, the committee will grant the required number of days, up to the allowable maximum.