

COLLECTIVE BARGAINING SETTLEMENT AGREEMENT

**The Board of Education of Frederick County
and
the Frederick County Administrative and Supervisory Association (FCASA)**

June 28, 2023

The following Board of Education proposals are presented as a package and cannot be separated for the purpose of individual acceptance:

1. Article VII—Salaries

Board of Education Response:

FY 2024

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

FY 2025

Pending funding, Salary Resource Pool (7% on average) as starting point for negotiations.

2. Article VII—Salaries—Longevity Salary Enhancement

Board of Education Response:

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

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

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

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

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**3. Article VIII—Leave Benefits
Section 8.1, Subsection B**

Board of Education Response:

Effective July 1, 2021, twelve-month employees with at least three (3) years of experience as an A&S employee with Frederick County Public Schools shall be given the opportunity to cash in up to eight (8) days of annual leave per year at the per diem rate (annual salary divided by number of work days) of pay. Online requests must be received on or before November 1 for November 30 disbursement or on or before April 1 for April 30.

- 1. Effective July 1, 2023, the number of cash-in days shall increase to nine (9).*
- 2. Effective July 1, 2025, the number of cash-in days shall increase to ten (10).*

Effective July 1, 2023, bargaining unit members shall have the option to split eligible annual leave days between the November and April disbursement dates in so long as the maximum number of days is not exceeded.

**4. Article VIII—Leave Benefits
Section 8.5, Subsection 3**

Board of Education Response:

An employee will be granted ~~one (1) day~~ three (3) days in the event of the death of a niece or nephew and those who stand in the same status as determined by the superintendent.

**5. Article XVI—Reimbursements
Section 16.1, Subsection G**

Board of Education Response:

~~Employees who voluntarily leave employment with FCPS within three (3) years of receiving a doctoral degree must repay the employer the full amount of the doctoral tuition expenses paid by FCPS on behalf of the employee. An employee who receives an approved State of Maryland or Social Security disability retirement shall be exempt from this provision.~~

With the exception of a waiver request for an extenuating circumstance approved by the Superintendent or a designee, a bargaining unit member who receives reimbursement for tuition, continuing education units (CEUs), or approved license or testing fees and

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subsequently leaves employment within two (2) years of receiving reimbursement shall be required to repay the monies received or paid directly on her/his behalf.

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

Extenuating Circumstances

Extenuating circumstances shall be limited to the following life situations:

- *Employee death;**
- *Military transfer for employee or spouse;**
- *Job transfer for spouse;*
- *Medically certified temporary disability for employee which lasts more than twenty-four (24) consecutive months and prevents employee from fulfilling employment duties and responsibilities during this time;*
- *Medically certified care responsibilities for an employee's family member, as defined by FMLA, which lasts more than twenty-four (24) consecutive months and prevents employee from fulfilling employment duties and responsibilities during this time;*
- *Reduction in Force (RIF); ***
- *Divorce; or*
- *Prolonged, catastrophic, incapacitating personal illness or injury resulting in a permanent disability of the employee, as recognized by the Maryland State Retirement and Pension System and/or the United States Social Security Administration.*

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

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

Waiver Request Process

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

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

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

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

Maternity/Paternity Leave

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

6. Article XVI—Duration

Board of Education Response:

- A. *This Agreement shall be effective July 1, 2022, through June 30, 2026.***
 - B. *During the term of this Agreement, FCASA agrees to accept the Insurance Council's recommendations, as recommended by a majority of the designated members of the council.***
 - C. *For FY 2024 (July 1, 2023, to June 30, 2024), both parties agree to the following reopeners:***
 - 1. *Salaries,***
 - 2. *Blueprint for Maryland's Future, and***
 - 3. *One (1) article from each side.***
 - D. *For FY 2025 (July 1, 2024, to June 30, 2025), both parties agree to the following reopeners:***
 - 1. *Salaries,***
 - 2. *Blueprint for Maryland's Future, and***
 - 3. ~~One (1) article from each side.~~**
 - E. *For FY 2026 (July 1, 2025, to June 30, 2026), both parties agree to the following reopeners:***
 - 1. *Salaries,***
 - 2. *Blueprint for Maryland's Future, and***
 - 3. *One (1) article from each side.***
 - F. *The parties agree to meet on or before January 1, 2026, for full negotiations on a new Negotiated Agreement to take effect on July 1, 2026 (FY 2027).***
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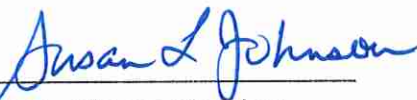
ACKNOWLEDGEMENTS

The undersigned acknowledge that agreement has been reached as a result of good faith negotiations between the authorized representatives of the Frederick County Administrative and Supervisory Association and the Board of Education of Frederick County (hereinafter known collectively known as the "Parties"). Additionally, the Parties attest that this document represents the entirety of issues which were the subject of bargaining. Any current language which was not expressly addressed by the aforesated language shall remain unchanged and in full force and effect, unless negotiated otherwise or contrary to law. Further, the Parties understand that upon ratification of the parties and full funding by the fiscal authorities (local, state, and federal), the provisions of these negotiations shall become effective July 1, 2023, and remain in effect through June 30, 2026.


IN WITNESS WHEREOF, the Parties hereto have caused this document to be executive by an authorized representative on this 28th day of June 2023.

BOARD OF EDUCATION OF FREDERICK COUNTY


**FREDERICK COUNTY ADMINISTRATIVE AND
SUPERVISORY ASSOCIATION**



Susan L. Johnson, President



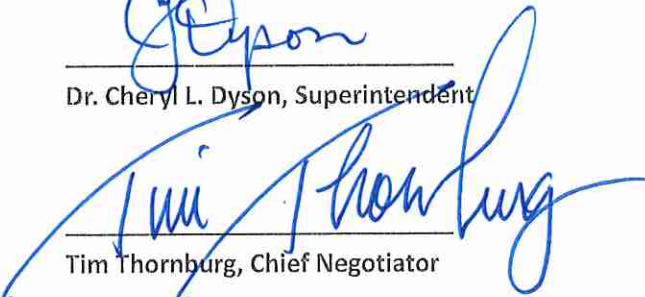
Dr. Danny Rumpf, President



Dr. Cheryl L. Dyson, Superintendent



Dan Besseck, Chief Negotiator



Tim Thornburg, Chief Negotiator