



July 1, 2016
through
June 30, 2020

Agreement Between the Education Association of St. Mary's County and the Board of Education of St. Mary's County

Collaboration



Non-discrimination Statement

The St. Mary's County Public School System does not discriminate on the basis of race, color, gender, age, national origin, marital status or sexual orientation, religion, or disability in matters affecting employment, admission to or treatment in providing access to programs. For inquiries related to this policy, please contact:

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PREAMBLE

The Board of Education of St. Mary's County (hereafter referred to as the Board) and the Education Association of St. Mary's County (EASMC) recognize that the development of a quality educational program for the children of the county is a joint responsibility which can be best achieved by agreement that both parties work toward common goals. The Board and the Association enter into this Agreement with mutual dedication, recognizing that the experience, creativity and judgment of both parties are necessary to meet the educational needs of the community. We mutually pledge to follow this Agreement with patience, understanding, and good will.

ARTICLE I DEFINITIONS

The following list of terms will be used frequently in the Agreement and whenever they are used will refer to the definitions described below unless otherwise stipulated.

- A. Board - The Board of Education of St. Mary's County.
- B. Association - The Education Association of St. Mary's County (EASMC).
- C. Unit Members - Certificated employees of the Board and registered nurses, pupil personnel workers, psychologists, occupational therapists, physical therapists, speech language pathologists, audiologists, Jr. Reserve Officers' Training Corps (JROTC) instructors, and any other employees specified in Education Article of the Maryland Code who are employed on a regular basis full-time or part-time (at least half-time) except those who are deemed confidential employees.
- D. Confidential Employee - An individual whose employment with the Board requires knowledge of the Board's posture in negotiations.
- E. Employee - A unit member employed by the Board on a regular basis either full-time or at least half time.
- F. Superintendent - The Superintendent of the St. Mary's County Public Schools or designee.
- G. Negotiations Law - Section 6-401 et seq. of the Education Article of the Maryland Code (1978).
- H. Per Diem Rate - An employee's per diem rate is their annual salary including step, longevity, and stipends for the given year divided by the total number of paid days stipulated in Article V for that employee's current job assignment plus paid holidays designated in the annual St. Mary's County Public Schools (SMCPS) operational calendar. Eligible stipends will be those that are specifically identified in this agreement as earnable income for the purposes of pension. The per diem rate may be prorated if less than a full duty day is worked.
- I. Workday - Any day the unit member is scheduled to be on duty.
- J. Intoxicated - Affected temporarily with diminished physical and mental control by means of alcoholic liquor, a drug, or another substance.

ARTICLE II RECOGNITION

- A. The Board recognizes the Association as the exclusive negotiating agent for all certificated employees (except for those delegated evaluative authority by the superintendent) and other EASMC unit members of the SMCPS system, with regard to all matters relating to salary, wages, hours, and other working conditions. The Superintendent and those persons

designated by the Board to act as its representatives in negotiations pursuant to the Negotiations Law are excluded.

- B. The Association recognizes its responsibility to represent fully and equally without discrimination all the members of the unit in the administration of this agreement.

ARTICLE III EMPLOYEES ASSIGNMENT

- A. Employees under contract will be provided written notice of their placement on the salary scale, salary, and assignment for the forthcoming school year as soon after June 1 as possible but not later than July 1. Changes in assignments for the next school year, or those made after the initial assignment has been accepted, will be made by the Board only after employees are invited to express their preferences. Careful consideration will be given to these preferences. In the event that these changes in assignment are necessary after the end of the school year, all employees affected will be promptly notified of such changes. Employees employed after July 1 of any school year will be advised in writing of their placement on the salary scale, salary, and site assignments for the ensuing school year. The Board will strive to assign teachers in their fields of preparation.
- B. Changes in assignment will be made only after a meeting between the employee involved and the appropriate administrator where the considerations for selections will be discussed. If the decision stands following the employee/administrator meeting, the final assignment and considerations shall be summarized in writing.
- C. In order to secure adequate time for personal and professional preparation for instruction, all school-based employees shall also receive written notice of their class and/or subject assignments, building assignments, and room assignments for the forthcoming year as soon as the information is available, but no later than August 1 if possible. Certificated employees who are reassigned after July 15, and who so request, shall be released from their SMCPs contracts without prejudice up until August 5.
- D. After August 1, the proper administrator will meet with the certificated employee and the considerations for assignment will be discussed. If the decision stands following the employee/administrator meeting, then the final assignment and considerations shall be summarized in writing.
- E. In order to promote collaboration and commitment, changes in assignment of school-based employees will be voluntary to the extent possible. Volunteers shall be sought for possible changes prior to changes in grade assignment within an elementary school and prior to subject/grade assignment within a secondary school. The fact that an employee volunteers for an assignment shall not be a guarantee that the employee will be selected.
- F. In changes of assignments and reassignments of school-based employees, factors such as certification, experience, and subject matter expertise will be considered.

G. Reasonable effort shall be made to assign teachers to subjects or grades or other classes:

1. within the scope of their teaching certificates or their major or minor fields of study, and
2. based on their experience.

H. School-based employees being involuntarily transferred or reassigned have the right to request to return to the school from which they were transferred if a position for which they are qualified opens prior to the first duty day for employees. The employee being involuntarily transferred shall be considered insofar as possible for known vacancies for the following school year before these positions are made available for new applicants.

I. In arranging schedules for school-based employees who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Unit members shall be notified of a change in their schedules as soon as practical. Employees who are not assigned to Central Office and who are supporting more than one site shall select, with input from their supervisor, which of their assigned sites will serve as a home site for the purposes of mail, paychecks, storage, staff meetings, and other forms of communication from outside their school.

J. It is the responsibility of each employee to maintain his/her certification, licensure, and/or professional status. Each certificated employee will be notified at least one year in advance of the expiration date of his/her certificate/license.

K. The Board may re-hire retired teachers for teaching positions. Said re-hired retired teachers will be hired on a nontenured one-year renewable basis, shall be placed on the teachers' salary scale at the last step held prior to retirement, and shall be entitled to the same contractual protections, sick leave, personal leave, and health care benefits provided to other unit members under this Agreement. Re-hired retired teachers from outside SMCPS will use the placement table in Appendix.

L. New teachers who were previously hired by the Board as paraeducators II shall be granted paraeducator service credit for up to ten years of Board service for the purpose of placement on the teacher's salary scale. This credit shall be applied at the rate of one year's credit for every two years of Board paraeducator II service (a maximum of five years' credit based on ten years of Board paraeducator II service).

ARTICLE IV WORKING CONDITIONS

A. School-based Employees

1. The Board and the Association remain committed to the Board's goals for class size established as of July 1, each year.
2. The Board will provide all elementary school teachers a minimum of 225 minutes per week within the students' day for planning. In all elementary schools, the minimum time shall be scheduled for each teacher in blocks of not less than 30 minutes (when possible) per day and shall be free from student responsibility within that time during the student

day. Effort will be made to provide equitable distribution of this planning time throughout the week in keeping with the desires of the staff of individual schools.

3. Secondary teachers will normally be provided with a minimum of five planning periods per week.
4. The nonsupervisory employees of each school shall elect one EASMC member to the School Improvement Team (SIT).
5. Each SIT will be provided with ten substitute days per year for SIT activities.
6. Secondary principals shall make a good faith effort to assign teachers in a manner that minimizes the number of class preparations to the extent possible.
7. In order to organize and plan for class and material transitions unique to their floating assignments, teachers without their own rooms shall not be assigned additional duties within the duty day before or after school.
8. SMCPS recognizes the significant workload of bargaining unit members and commits to working with the Calendar Committee to make some time available each month (when possible, similar to the 2009-2010 school system operational calendar) for the performance of professional responsibilities (without students) during the duty day.
9. Teacher planning time shall be devoted to professional activities such as planning the instructional program; conferring, collaborating, or meeting with students, parents, colleagues, and administrators; reviewing and analyzing student data; studying and researching; monitoring records; and any other professional endeavors. In accordance with these items, teachers will be responsible for determining the use of their planning time. However, principals and teachers are expected to work together to develop schedules that fully honor the negotiated agreement and allow for collaborative planning activities.
10. SMCPS and the Association are mutually committed to a fair performance assessment process based on current educational research and agree to seek consensus outside of negotiations on a performance assessment tool and process. Until this time, performance assessment will continue to be based on the current version of the Teacher Performance Assessment System (TPAS), Instructional Resource Teacher Performance Assessment System (IRTPAS), or other appropriate performance assessment process currently being used for any member of the EASMC bargaining unit.
11. Student taping/videoing with a cell phone or any other device in the classroom is a violation of school system policy. Upon an employee reporting such an incident, the administration will take appropriate disciplinary action in accordance with Board regulations.
12. All site-based employees desiring Crisis Prevention Institute (CPI) training designed to teach educators techniques to diffuse potentially violent situations before they escalate, may request the training through their site administrator.

13. Prior to September 30, ninety (90) minutes will be designated for employees to complete the system-required online compliance training and negotiated wellness initiatives. This time will be designated on days other than the scheduled classroom pre-service day. The online compliance training will be available by August 1 for convenience; there is no obligation for employees to complete the online training outside of the duty day.

B. All Employees

1. Every unit member shall be provided with a duty-free lunch period each work day. The period shall extend for at least thirty minutes.
2. Where possible, the Board will provide each unit member a private lockable space.
3. In the event that SMCPS desires an employee to work beyond the duty day to perform additional tasks for which they are not otherwise being paid and that are not routine expectations of their position the employee's immediate supervisor may in advance and in writing (approved SMCPS form) offer the employee acquired hours. If accepted and subsequently worked, the supervisor will document the acquired hours earned (and subsequently acquired hours used) via the payroll system. Employees may use acquired time for approved leave. Acquired hours cannot be accumulated beyond 21 hours and are not eligible for monetary compensation. SMCPS will work with immediate supervisors to support the use of previously earned acquired hours when a substitute is not required.

C. Travel Reimbursement

For prior approved official school system business, including travel to administrative meetings at the SMCPS Central Office, authorized employees in the unit shall be reimbursed for use of their private vehicles at the IRS rate. Tolls and parking fees will be paid provided validated receipts are submitted.

D. Substitutes

The Board shall provide a substitute in the event that a regular teacher is absent for one or more half days. Unit members shall not be held responsible for securing their own substitutes; however, teachers will utilize the Board's computerized substitute system to report the day or days they will be absent. SMCPS will include EASMC in evaluating a new substitute system before purchase and implementation. In the event that the Board is unable to secure a substitute, it may request that unit members volunteer for such work. Unit members volunteering for substitute work when requested shall be compensated at the rate of \$20.00 per each regular class period (up to 50 minutes).

E. Work Hours

1. The normal duty day will be seven hours plus a 30-minute unpaid duty free lunch for all employees.
2. For school-based personnel, the normal school day shall be seven hours plus a 30-minute unpaid duty free lunch except for "reasonable academic activities" traditionally carried on after normal school hours.

3. Except in cases of emergency, faculty meetings will not be regularly scheduled after the duty day on Fridays or on the day before a holiday.
4. With advanced permission from their direct supervisor, Infant and Toddler Team employees (including teachers and therapists) who are required to conduct home or daycare visits beyond the traditional duty day may flex their schedules on the same day as the visit in order to maintain the contractual seven hours per day.
5. SMCPs will implement a compressed summer schedule in July when regular school is closed for students, excluding the week of the July 4 holiday. The duty day of all 11- and 12-month employees scheduled to work in any of these weeks will be extended by 25% off their normal work hours on Monday through Thursday, and employees will be off on Friday, excluding the week of the July 4 holiday. The normal core work day should be maintained. The schedule for implementing the additional 25% duty day will be mutually determined around the core work day by the employee and his/her supervisor on a case-by-case basis. Affected employees may use personal/annual leave for the 25% extension following the normal leave approval procedures defined in Article VIII. If leave is taken on any work day, it will be assessed at 1.25% of the work hours of a normal duty day.

F. Reduction in Staff

1. When there is to be a reduction in force (RIF) for unit members for which a certificate or license is issued, the unit members in that field shall be laid off in the following order.
 - a. Provisionally certificated or licensed unit members
 - b. Probationary/tenured unit members
 - c. Tenured unit members
2. No tenured/nonprobationary unit members shall be laid off until all nontenured/probationary unit members in their field of certification/licensure/expertise have been laid off; no nontenured/probationary unit members shall be laid off until all provisional unit members in their field of certification/licensure/expertise have been laid off.
3. Tenured/nonprobationary unit members shall be laid off in each field of certification/licensure/expertise in inverse order of the length of total satisfactory service as a unit member in the SMCPs.
4. When positions in their fields of certification/licensure/expertise become vacant, tenured/nonprobationary unit members who have been laid off shall be recalled in order of the length of total satisfactory service as unit member in SMCPs. They shall be notified of recall by certified mail. Within 15 days of an offer to return to employment, the (unit member) employee shall provide written notice of acceptance in writing which must be received within the Department of Human Resources prior to the close of business on the 15th day or it shall be deemed that he/she has declined the offer. It shall be the responsibility of each laid-off unit member to keep the Department of Human Resources informed in writing of any change in address. Unit members shall remain on the recall list for three years.

5. Unit members on leave of absence shall be eligible for lay-off as though they were in active service.
6. The Board will continue coverage for three months after the first effective day of a RIF at the regular percentage of the premium split defined in Article VII of this agreement. Health care coverage thereafter will be provided under COBRA regulations with the full premium costs being paid by the former employee to SMCPS.
7. Previously accrued sick leave days will be restored to all employees who return to employment with the Board.

G. Administrative Responsibility for Student Disciplinary Procedures

1. The site administrator shall invite all members of the faculty and administration to collaborate in the development of appropriate student disciplinary practices or procedures.
2. It shall be the site administrator's responsibility to inform, in writing, the faculty and staff of the school disciplinary practices as soon as possible.

H. Screening

1. Employees may be tested for drugs and/or alcohol when an administrator who has completed training on reasonable suspicion has reason to believe that an employee may be intoxicated (see Article I, Definitions) at the work site.
2. Employees who are required to operate a Board-owned vehicle other than a school bus for their assigned position shall be registered with the State of Maryland's License Monitoring System by the Department of Transportation, and will have their driving records reviewed by the Department of Safety and Security to authorize operation of a Board-owned vehicle. Staff identified to operate Board-owned school buses for their assigned position will have their driving records reviewed by the Department of Transportation.
3. Employees who have the option and choose to operate an available Board-owned vehicle other than a school bus for their assigned position shall also be registered with the State of Maryland's License Monitoring System by the Department of Transportation, and will have their driving records reviewed by the Department of Safety and Security to authorize operation of a Board-owned vehicle. Employees who have the option and choose not to operate an available Board-owned vehicle for their assigned duties will not be eligible for mileage reimbursement for use of a personal vehicle.

ARTICLE V DUTY DAYS

The duty days for employees of the Board shall be as indicated in Appendix A, Schedule of Classifications. The Board will require 190 duty days for ten-month employees, 212 duty days for 11-month employees, 249 duty days for 12-month employees.

In the event that the Board of Education or the Superintendent closes the school system to all employees during the Winter Break, bargaining unit members who would otherwise be required to work shall be placed on paid Administrative Leave and those days will be counted as duty days.

ARTICLE VI SALARY

- A. All employees who work their full contractual year will be paid in 26 installments during the year. The annual salary of employees who work less than their full contractual year and whose effective start date is prior to March 1, will be prorated and paid according to the number of available remaining installments. No summer escrow money will be held or paid for employees starting on or after March 1 who are not 12-month employees.
- B. Eligible unit members shall receive the regular step progression as set forth in the salary scales as defined below.

1. School Year 2016-2017:

- All employees will be placed on the new salary scale (see Appendix B, Salary Scales) at the appropriate range and at the step with a salary more than their ending FY16 salary.
- Employees working 6 to 8 hours/day will receive a one-time stipend of \$750 in December 2016 prior to Winter Break. Employees working less than 6 hours/day will received \$375 (this does not apply to employees hired after March 1, 2016).

2. School Year 2017-2018:

All employees will receive their normal step progression on the new salary scale.

3. School Year 2018-2019:

All employees will receive their normal step progression on the new salary scale.

4. School Year 2019-2020:

All employees will receive their normal step progression on the new salary scale. The new salary scale will be increased by 2%.

- C. The following will apply to department chairpersons, team leaders, and bargaining unit employees who are substituting for the site administrator.

1. Elementary schools without assigned Assistant Principals shall designate one Teacher-in-Charge to substitute for the principal in his/her absence. This employee shall receive \$2,250 above their base salary. All eligible site employees (Administrator I endorsement preferred) will be invited annually to express interest for the position in writing to the site administrator, and will be considered with a focus on building SMCPS administrative capacity.
 2. High school and middle school department chairpersons; middle school team leaders; elementary school primary (grades pre-K-2), and intermediate (grades 3-5) level and special education department chairpersons working with three to five staff members (certificated and paraprofessional) exclusive of the chairperson shall receive \$1,000 above their base salary for the performance of said duties. Department chairpersons and middle school team leaders working with six to ten staff members (certificated and paraprofessional) exclusive of the chairperson shall receive \$1,200 above their base salary for the performance of duties as department chairpersons or middle school team leaders. Department chairpersons working with 11 or more staff members (certificated and paraprofessional) exclusive of the chairperson shall receive \$1,400 above their base salary. All teachers whose class assignments fall under more than one team or department will be counted for each team and/or department.
- D. Mentors to new teachers will be assigned on a voluntary basis and they shall receive \$700 above their base salary for the performance of said duties. For each additional assigned mentee, the mentor will receive \$300. No teacher will be expected to perform mentor responsibilities unless he/she has a signed agreement issued from the Assistant Superintendent of Fiscal Services and Human Resources.
- E. A bargaining unit member who has obtained the following certifications or designations will receive a stipend for each school year in which their certificate/designation remains in good standing. This stipend will be prorated and payable with regular payroll distributions, and will not be included for retirement calculation purposes.
- Certificated Employees: National Board for Professional Teaching Standards (NBPTS) certification (certificated areas are dictated by the NBPTS and include, among others, Exceptional Needs Specialist, Library Media, and School Counseling) - \$3,000 (state funds shall be paid in a lump sum to eligible employees pending grant funding)
 - Speech and Language Therapists: National Certificate of Clinical Competency (CCC) - \$3,000
 - Nurses: Nationally Certified School Nurse (NCSN) - \$3,000
 - Audiologists: Fellow of American Academy of Audiology (FAAA) - \$3,000
 - Tenured School Psychologists: National Association of School Psychologists (NASP) Certification - \$1,500 effective FY17
- F. The salary for 11-month employees who volunteer for assignment in the 11-month position shall be equal to 110% of the salary for which those employees would qualify if employed in a ten-month position.
- G. Employees holding a license or certificate required for their employment, other than a license provided by the Maryland State Department of Education, shall receive reimbursement for the payment of the required license or certification fee, or for the fee paid for renewal of said required license or certification, or for the cost of programs and/or courses required for

continuation of licensing, approved in advance. The total reimbursement shall not exceed \$500 per year.

- H. Bargaining unit employees assigned to evening school, summer school, or both, shall be paid at the hourly workshop rate.
- I. SMCPS and EASMC will continue to collaborate to review stipends, define the joint process for considering a new or revised stipend outside of the open negotiations period, and determine the appropriateness of current stipend values (see Article XXVI, Paragraph B).
- J. Professional Learning Communities
 - 1. A professional learning community (PLC) is a team of people who regularly collaborate toward continued improvement in meeting learner needs through a shared curricular-focused vision.
 - 2. Employees may be required to serve as a PLC member if time (other than planning time to which an employee is already entitled) is made available during the duty day for PLC meetings and activities to occur.
 - 3. Employees may volunteer to serve on a PLC for which meetings and activities are conducted beyond the duty day. Employees who so volunteer will be paid at the established hourly "workshop" rate.
 - 4. Employees cannot be required to serve as a member on more than one PLC, whether activities are conducted during or beyond the duty day, but may volunteer to do so.
 - 5. The specific mission of each PLC shall be determined at the site level by consensus of the PLC members within the boundaries of the School Improvement Plan (SIP) and the applicable Professional Development Planner (PDP), and with the approval of the site administrator or appropriate supervisor.
 - 6. For each month that the PLC is active, the PLC leader, selected by consensus of the PLC members, will receive one hour of pay each month at the established workshop hourly rate to perform extra PLC tasks required of the PLC team leader.
 - 7. Employees will not be penalized in any form for choosing not to attend PLC meetings scheduled beyond the duty day. Information resulting from such PLC activities will be shared as soon as possible with employees who do not attend a meeting of the PLC to which they are assigned.

K. Incentive For Advanced Notification of Retirement

The Board and EASMC mutually agree that early notification by employees of their intent to retire will increase the opportunity for successful employee assignments, reassignments, and transfers, and will decrease the risk of reductions in force due to budgetary constraints. Annually on or about February 15, the Board and EASMC will meet to discuss the availability of funds for the purpose of offering an incentive for advanced notification of retirement. The availability and total amount of funds will be determined by the

Superintendent. If funds are available, the Board and EASMC will open negotiations for Item VI.L only to reach agreement on the terms of the incentive.

L. Secondary Counselors

In order to meet the needs of students, secondary counselors are needed during the summer break for student scheduling, family advisement, and other tasks necessary to successfully start a new school year.

Middle and high school counselors who volunteer to work in the summer beyond their current ten-month assignments will be compensated at their per diem rates for each day worked in accordance with the table below. This allocation per counselor is based on the number of counselors assigned to each school. Each eligible counselor who volunteers to work these extra days shall coordinate the schedule of additional summer duty days with the other participating counselors at the assigned site and submit the draft schedule to the site administrator for final approval prior to June 15 for the following school year. These work days will be subject to all of the same working conditions prescribed in the negotiated agreement for every other work day, and will be added to gross salary and included in the retirement calculation.

School	Maximum Extra Duty Days per School Counselor
High Schools	13
Fairlead Academy I Fairlead Academy II Dr. James A. Forrest Career Technology Center	10
Middle Schools	5

M. Music Teachers

1. In order to meet the needs of students and families, some music teachers are needed to support additional assignments outside of the traditional number of work hours and duty days for ten-month certificated employees. The Board of Education and EASMC mutually agree to continuing a joint study committee during the 2016-2017 school year to define the additional desired assignments and consider how best to address the desired work (see Article XXVI, Paragraph B).
2. For FY17 as the study committee considers a long-term plan, music teachers who agree to work beyond their current ten-month assignments and contracted duty day will be compensated at their per diem rates for each day or prorated day worked in accordance with a mutually agreed upon table of extra assignments. This compensation may replace extra-pay-for-extra-duty (EPED) music positions that require a certificated music teacher.
3. Prior to June 30, the joint study committee will convene briefly to review, revise, and add 50 hours to the table of extra assignments used in FY16. The total duty days reflected in the schedule will not exceed the maximum extra duty days/hours in the final table of extra assignments.

4. The study committee may allocate the 50 additional hours to the table of extra assignments as it feels fair and appropriate across the county to address specific needs such as extended transportation, and additional concerts beyond the duty day (like the tri-county competition).
5. The table of extra assignments shall be limited to two site-based concerts after the duty day per year per school (fall/winter and spring) for each teacher.
6. The hours reflected in the final table of extra assignments must be allocated by assignment category and apply to all teachers in the given assignment category (i.e., multi-site elementary school instrumental music teachers, high school chorus teachers, etc.).
7. The final proposed table of extra assignments, including the additional 50-hour allocation, must be reviewed and approved by the EASMC Chief Negotiator and the Board of Education.
8. The total duty days reflected in each teacher's schedule of voluntary assignments, will not exceed the maximum extra duty days/hours reflected in the final approved table of extra assignments below.
9. This model is for the 2016-2017 school year only. All aspects of the music teacher compensation plan will be reviewed by the Joint Study Committee during the 2016-2017 school year for the possibility of full-scale changes to the model, including the incorporation of any additional pay in the employees' pension calculation. The committee's recommendations will be forwarded to the negotiations teams for consideration for FY18 and beyond (see Article XXVI, Paragraph B).
10. These work days will be subject to all of the same working conditions as already prescribed in the negotiated agreement for every other work day except that an additional 30-minute duty-free break will be provided for an evening meal if the traditional duty day is extended by four or more hours. If there are students remaining in class while the music teacher is otherwise assigned to a daytime music program or event, then a substitute will be assigned to cover those classes. Music teachers will use the electronic absence reporting system to request administrative leave and will not be responsible for obtaining or scheduling their own substitutes when required to be out of the classroom to support other assigned music events and activities.

ARTICLE VII INSURANCE

- A. The Board will offer health care benefits to include: Hospitalization, Major Medical, Dental, Prescription, and Vision Care.

The benefit package offered by the Board is summarized below including the following changes.

1. Eligible employees (defined as active employees assigned to regularly work more than 18.75 hours per week) will have a choice of plans: "BlueChoice" Health Maintenance

Organization (HMO) Plan or “BlueChoice” Triple Option Plan. Beginning in FY 2018, in addition to the above options, the following choices will be added: “BlueChoice” HMO Plan with Deductible and “BlueChoice” Triple Option Plan with Deductible.

2. For each employee employed not less than 18.75 hours per week who is enrolled in any of the above listed plans the Board shall pay the amount of the premium cost of the individual and dependents' group health care benefits as outlined below.
3. Active and retired employee wellness program (Blue Rewards): Effective July 1, 2017, SMCPS will implement a participation-based program offered to active employees and retirees enrolled in the SMCPS health care program, if the following four criteria are completed by March 1st each year:
 - a. Select a Patient-Centered Medical Home (PCMH) or PCMH Plus Primary Care Physician (ages 2+)
 - b. Agree to receive wellness communications electronically (ages 18+)
 - c. Complete an online health assessment (ages 18+)
 - d. Visit selected PCMH or PCMH Plus Primary Care Physician and complete a health evaluation (ages 2+)

SMCPS in collaboration with EASMC and CEASMC will offer support in completion of items A.3.b and A.3.c above during professional days prior to students returning to school and at other scheduled times through the end of September for FY 2018, and on an as-needed basis thereafter.

After all four steps are completed by March 1st each year, the participants will receive a BlueRewards Visa card issued by CareFirst for use on SMCPS Carefirst health care plan copays, deductibles, coinsurance, and prescriptions for medical, dental, and vision.

Participant	Participation-based Reward
Adult (ages 18+)	\$100
Children (ages 2-17)	\$25
Family Maximum	\$500

Employee/Board Health Care Premium Split
Effective July 1, 2016 (No Change)

Health Care Plan	Board % Contribution for Active Employees Based on Hours Worked	
	30+ Hours	18.75-30 Hours
“BlueChoice” HMO Plan	90.0%	45.0%
“BlueChoice” Triple Option Plan	85.0%	42.5%

Employee/Board Health Care Premium Split
Effective July 1, 2017

Health Care Plan	Board % Contribution for Active Employees Based on Hours Worked	
	30+ Hours	18.75-30 Hours
“BlueChoice” HMO Plan with Deductible	90.0%	45.0%
“BlueChoice” HMO Plan	87.5%	43.75%
“BlueChoice” Triple Option Plan with Deductible	85.0%	42.5%
“BlueChoice” Triple Option Plan	82.5%	41.25%

Employee/Board Health Care Premium Split
Effective July 1, 2018

Health Care Plan	Board % Contribution for Active Employees Based on Hours Worked	
	30+ Hours	18.75-30 Hours
“BlueChoice” HMO Plan with Deductible	90.0%	45.0%
“BlueChoice” HMO Plan	85.0%	42.5%
“BlueChoice” Triple Option Plan with Deductible	85.0%	42.5%
“BlueChoice” Triple Option Plan	80.0%	40.0%

- 4) The Board will continue to support the “Traditional” group health care benefits for retired employees who retired prior to July 1, 1998. Retirees not eligible for Medicare will have a choice of plans: “BlueChoice” HMO Plan or “BlueChoice” Triple Option Plan. The Board will support the group health care benefits for those employees retiring thereafter, provided retiring employees who have participated in the health care benefits program have been employed by SMCPS for ten or more years. Within three years after retirement, retirees may participate in one of the offered health care plans and may include the same family members on their plans as can active employees. Following the retiree’s death, those family members last listed on the retiree’s health care plan may choose to continue or rejoin the plan, if eligible within the three-year period outlined below at the negotiated premium split for retirees. The payment will be based on the total years of service to SMCPS as follows.

Retiree/Board Health Care Premium Split (No Change)

Health Care Plan	Board % Contribution for Retirees Based on Years of Service to SMCPs		
	10-19 Years	20-29 Years	30+ Years
"BlueChoice" HMO Plan	65%	70%	75%
"BlueChoice" Triple Option Plan	60%	65%	70%

5) July 1, 2016 – June 30, 2017 Co-pay for Emergency Room Services:

- "BlueChoice" HMO - \$50
- "BlueChoice" Triple Option Plan - \$50
- Retiree Traditional Plan - \$50

July 1, 2017 Co-pay for Emergency Room Services:

- "BlueChoice" HMO with Deductible - \$75
- "BlueChoice" HMO - \$75
- "BlueChoice" Triple Option Plan with Deductible - \$75
- "BlueChoice" Triple Option Plan - \$75
- Retiree Traditional Plan - \$75

6) July 1, 2017 Prescription Co-pay:

- \$10/\$15 Non-maintenance Co-pay
- \$10/\$15 Maintenance Co-pay for Mail Order or if Purchased at CVS (90-day supply)
- \$20/\$30 Maintenance Co-pay if Purchased at any Retail Pharmacy Other Than CVS (90-day supply)

7) Effective January 1, 2017, a change to the formulary 2 prescriptions will be implemented.

8) Audiology services and hearing aids will be included in all health care plans.

9) Survivor Benefits: Following the death of an active employee who has worked for the Board for at least ten years, those family members last listed on the employee's health care plan may choose to continue or rejoin the plan (if eligible within the three-year period outlined above) at the negotiated premium split for employees.

- B. For employees employed for 30 or more hours per week, the Board shall pay 90% of the premium cost for term life insurance. For employees employed fewer than 30 hours but not less than 18.75 hours per week, the Board shall pay 45% of the premium cost for term life insurance. Term life insurance shall equal the employee's annual salary to the next highest thousand up to a maximum amount of \$250,000. An employee may also elect supplemental life insurance to increase the value of their term life insurance policy in increments of \$10,000, up to five times the amount of their annual contracted salary, with a maximum of \$1,250,000. (If the value exceeds two times their annual salary, evidence of insurability may be required.) Employees shall be responsible for 100% of this additional premium cost for supplemental life insurance.

- C. The Board agrees to make the requisite payroll deductions to enable the Association to administer, without premium cost to the Board, a long-term disability plan.
- D. All other specifications not changed herein shall remain pursuant to the current insurance contract.
- E. The Board will deduct health insurance premiums on a pre-tax basis. The Board shall offer employees Flexible Spending Accounts (FSAs); these deductions are on a pre-tax basis.
- F. The specifications of the Health Insurance Plan(s) for employees of the Board will be reviewed in the spring of each year by a Joint Health Care and Wellness Committee, comprised of an equal number of representatives appointed by SMASA, CEASMC, EASMC, and the Board. Any modifications to the health insurance benefit recommended by the joint committee will be forwarded to the SMASA, CEASMC, EASMC, and Board Bargaining Teams, as well as to the Superintendent and the SMASA, CEASMC, and EASMC Presidents for consideration and possible inclusion in the follow-on negotiated agreement. EASMC agrees that the CEASMC and SMASA Presidents may each appoint to the Joint Health Care and Wellness Committee a number of representatives not to exceed the number appointed by either CEASMC, EASMC, SMASA, or the Board.
 - 1. The Joint Health Care and Wellness Committee shall meet at least four times per year to plan and schedule activities specifically designed to increase employee wellness.
 - 2. The Board shall provide each employee with a copy of the Wellness Program's schedule of services and activities prior to the beginning of each school year.
 - 3. The combined results of the online health assessment survey data shall be shared with the Joint Health Care and Wellness Committee to design and recommend wellness programs utilizing wellness grant dollars provided by the SMCPS health care provider.

ARTICLE VIII LEAVES

A. Approval Procedure

- 1. Before an employee takes annual or personal leave, the number of days requested must have been earned and prior approval must be secured in the following manner.
- 2. Except in an emergency, all employees shall have the approval of their immediate supervisor.
- 3. Except in an emergency, all employees shall have approval at least two weeks prior for personal leave on the day before or the day following a school holiday, the first or last day of the school year, or on a staff development day.

B. Absence Regulations

1. Deductions for absences during one pay period will be reflected in the following pay period. Termination pay will be paid within 30 days of the last day of employment.
2. It is the employee's responsibility to notify the site administrator via the electronic absence reporting system as soon as possible, whenever he/she expects to be absent from his/her position. When a school-based employee has been absent for more than five days he/she should inform the site administrator at least one day in advance of the date he/she expects to return. Ten- and 11-month employees who are unable to begin working because of illness at the opening of school in the fall will receive a salary check based on their cumulative sick leave or based on the annual total which shall be available at the beginning of the school year after the first day of duty.
3. The full payment of the annual salary will be based on the attendance of the employee. This attendance will be calculated as provided for in the annual operational calendar. Employees' absences shall be reported via the electronic absence reporting system. As may be requested by the Superintendent, compensatory leave or additional pay will be granted for duty days in addition to the designated days.
4. For each day of absence for which the employee has insufficient leave available, a deduction of one times his/her per diem rate of pay will be made.
5. Credit will be given for prior sick leave accumulation from a Maryland public school system provided the amount earned per year does not exceed the number of days for which an employee is eligible in the SMCPSS system.

C. Leave With Pay

Supervisors responsible for approving leave requests shall answer the request within five workdays of submission via the electronic absence reporting system.

1. Sick Leave

Sick leave will be earned at the rate of one day per month and may be accumulated from year to year without limitation. An employee who leaves SMCPSS employment prior to the end of the year in which the leave was advanced will be assessed for all advanced sick leave days used that have not been earned. Disability retirees (once approved by the Maryland State Retirement Agency and after submitting required documentation to the SMCPSS Department of Human Resources) shall be granted a waiver of the proration of sick leave if a full contract year is not fulfilled.

In addition, effective July 1, 2015, employees may be eligible to donate sick leave to other employees who experience serious personal illness, injury, or quarantine, or who must use leave to care for a family member experiencing such illness, injury, or quarantine, and who has used all of their accrued sick leave, personal leave, annual leave, compensatory time, and available Sick Leave Bank benefits. The employee receiving the leave donation and the donor must be members of the Sick Leave Bank and Exchange at the time of the donation. Such leave may be donated or exchanged between employees in accordance with procedures and restrictions outlined in Appendix D, the CEASMC,

EASMC, SMASA, and SMCPS Joint Sick Leave Bank and Exchange Guidelines. While employees receiving leave will be considered active employees in a “leave with pay” status for the periods when donated leave is being used, neither the donor nor the recipient may utilize donated days upon retirement for additional service credit.

Absences for the following reasons will be charged against sick leave.

a. Personal Illness

- 1) The Superintendent or designee may require a doctor's certificate of illness or a letter of explanation from the employee if a doctor was not in attendance whenever there is reason to believe that an absence is not due to a bona fide illness.
- 2) An employee shall, at her request, be allowed to use sick leave for an absence due to disability connected with or resulting from pregnancy as authorized under the Family Medical Leave Act (FMLA). A physician's statement verifying that she is disabled due to causes contributed to by pregnancy shall be required. If the Board has reasonable cause to believe that the employee's health would be endangered by continued employment, it may require the employee to obtain her physician's verification stating that she is physically able to continue her duties. The employee must return to work as soon as her health permits unless she resigns or requests a leave of absence. Before returning to duty, the employee may be required to present a physician's certificate stating that she is physically able to resume her duties.
- 3) An employee who is a birth or an adoptive parent may utilize FMLA as defined in Article VIII, Paragraph E below.
- 4) An employee shall, at his/her request made via the electronic absence reporting system, be allowed to use sick leave for an absence due to an illness of an immediate family member (spouse, parent, child, or sibling).
- 5) Any employee who suffers an injury or illness verified to be job-related (based on the Report of Injury, Employee Statement Form, and the Supervisor Accident Report form completed by the employee or supervisor) and is able to continue work with medical treatment for such injury or illness, will be granted administrative leave for up to four visits for related medical appointments required during the duty day. A doctor's receipt or note will be required for verification of required appointments.
- 6) Employees may submit a request in writing to the Superintendent to transfer up to five days of sick leave to other employees who are legal members of their immediate family (spouse, parent, child, or sibling) to be used for eligible sick leave purposes if the immediate family member has exhausted his/her sick leave. The employee cannot transfer more than five days to any one immediate family member. Unused sick leave that was previously transferred under this provision and not used for the defined eligible sick leave purposes will be returned to the donating employee.

b. Quarantine

When a communicable disease occurs in the home in which an employee resides, the employee shall state the disease and dates of quarantine.

c. Sick Leave Bank and Exchange

- 1) There shall be a Sick Leave Bank and Exchange for employees. The Sick Leave Bank and Exchange Approval Committee shall review and rule on all applications/requests for the donation of sick leave and shall be comprised of the following appointed members.

- One representative of the Department of Human Resources appointed by SMCPs
- Two EASMC representatives appointed by the EASMC President
- Two CEASMC representatives appointed by the CEASMC President
- One SMASA representative appointed by the SMASA President
- One SMCPs appointed non-voting member who is an SMCPs licensed registered nurse

One of the SMCPs appointees and one of the EASMC or CEASMC appointees will serve as co-chairpersons, as determined by the Sick Leave Bank and Exchange Approval Committee. The respective presidents will appoint replacements. All parties recognize that due to the personal and sensitive nature of sick leave donation review, the complete confidentiality by the Sick Leave Bank and Exchange Approval Committee members is essential.

- 2) The Sick Leave Bank and Exchange Steering Committee shall be comprised of the following members.

- The Sick Leave Bank and Exchange Approval Committee appointees
- The EASMC, CEASMC, and SMASA Presidents
- One SMCPs Chief Negotiator
- One Maryland State Education Association (MSEA) UniServ Director representing EASMC/CEASMC

- 3) The Sick Leave Bank and Exchange Steering Committee shall meet no less than annually for a Sick Leave Bank and Exchange Procedural Review. If the SMCPs Chief Negotiator is not a current SMCPs employee, then SMCPs will appoint an SMCPs division administrator to participate in the annual review in place of the SMCPs Chief Negotiator. The purpose of the meeting will be to review the Sick Leave Bank and Exchange Guidelines and update them if deemed necessary by the majority of the review attendees. The Sick Leave Bank and Exchange Guidelines will be posted on the CEASMC, EASMC, and SMCPs web sites for easy employee access.

- 4) SMCPs will indicate on each employee's electronic pay statement within the on-line Employee Access Center whether or not that employee is a member of the Sick Leave Bank and Exchange.

d. Nursing Mothers

SMCPS shall provide coverage (with no charge to the employee's leave) for up to 15 minutes once per duty day to female staff members who request to breast pump in order to nurse their children during the first year after birth. The employee and the site administrator shall work collaboratively to develop a schedule that does not negatively impact the mother or the instructional program within the school. When possible, the employee and site administrator shall schedule time during the duty day when the employee is able to breast pump in a clean, private, and secure environment (not a restroom) and when the employee is not assigned students. Employees who require more than 15 minutes in the duty day (either twice during one duty day or more than 15 minutes for one session) shall submit a leave request via the electronic absence reporting system so that the substitute coverage can be arranged.

2. Personal Leave

Three days of personal leave for all ten- and 11-month unit members with full pay are allowed in accordance with the procedure set forth in Article VIII, Paragraph A, and these days shall not be charged against an employee's sick leave.

- a. If two or more personal days are unused, those days will automatically roll over to the following year as personal leave with a maximum of a six-day personal leave balance allowable unless an employee requests otherwise in writing in accordance with published SMCPS payroll procedures. These days may not be used consecutively in a five-day block during any of the following time periods.
 - Directly before or after the Thanksgiving break
 - Directly before or after the Winter Break
 - Directly before or after the Spring Break
 - The first five days of school for students
 - The last five days of school for students
- b. If only one day of personal leave is unused, it shall be added to employees' accumulated sick leave.
- c. Personal days in excess of six (6) will automatically be added to employees' accumulated sick leave. The oldest personal leave days are the first to be transferred to sick leave, with the newly allocated days remaining in the employee's personal leave balance.
- d. Permission for such leave must be obtained in advance via the electronic absence reporting system, except in an emergency, as indicated in the approval procedure. Absences for the following reasons will be charged against personal leave.
 - Personal Reasons.
 - Graduation Exercises – Leave will be granted for attendance at graduation exercises to an employee who is being awarded a degree.
 - Examinations - Leave will be granted to an employee who is taking a culminating examination for a master's or doctoral degree, or who is taking an examination to obtain a Maryland certificate required for the employee's current assignment.

- Religious Observance - Advanced approval is required.
- e. An employee who retires or terminates from SMCPS employment prior to the end of the contract year in which personal leave was advanced in July will have his/her personal leave prorated based on the date of retirement or termination and calculated on number of contract days worked in the contract year in which the personal leave was advanced. Payout of personal leave days upon retirement will be based on the employee's current contract year personal leave balance after the calculation of prorated personal leave and shall not exceed five (5) days.

3. Annual Leave

Twelve-month employees are entitled to annual leave on the following employment basis.

Years of Employment	Annual Leave Days
1 - 4	15
5 – 9	19
10-19	22
20+	24

- a. Supervisors responsible for approving leave requests shall answer the request within five (5) workdays of submission via the electronic absence reporting system.
- b. Twelve-month employees who are entitled to annual leave may accumulate up to 55 days. Once the employee has a total of 55 days, for those days in excess of 55 days, he or she may exercise in writing an option of selling back a maximum of three days per year starting in 2016. All unused days per year beyond 55 days shall carry over as sick leave. The employee wishing to cash in three days must make written request to the Department of Fiscal Services Payroll Office by September 15 of each year. The transfer of days over 55 days or optional remittance of leave shall be made based on their leave balance as of September 30 of each year. The transfer or payment of leave in excess of 55 days will be made by the second paycheck in October.

4. Administrative Leave

Absences for the following reasons will be charged to administrative leave with no loss in salary.

- a. Bereavement Leave

Employees shall be entitled to bereavement leave as follows. The employee shall state the relationship and the date of death. Bereavement leave shall commence on or after the date of death, but not after the funeral. Employees having good and sufficient reason to take eligible bereavement leave in other than consecutive days, or other than directly after the funeral, may submit a written request to the immediate supervisor.

- 1) Up to seven consecutive workdays will be allowed for the death of a spouse.
- 2) Up to five consecutive workdays will be allowed for immediate family members (adopted, foster, or natural child, grandchild, parent, brother, sister, or anyone who has lived regularly in the household) of the employee, spouse or life partner.
- 3) Up to three consecutive workdays will be allowed for an uncle, aunt, grandparent, or brother-in-law/sister-in-law (sibling's spouse) of the employee or spouse.
- 4) Up to two consecutive workdays will be allowed for nieces and nephews, and for the other parent of the employee's adopted, foster, or natural child if that parent is not the employee's spouse (who is covered under Article VIII, Paragraph C.8.4.1 above).

b. School Visits Inside and Outside the County

Plans for visitation must be approved in advance by the Superintendent or designee.

c. Professional Meetings

Plans for attending such meetings must be approved in advance by the Superintendent or designee.

d. Sabbatical Leave

- 1) The purpose of sabbatical leave shall be for professional advancement.
- 2) The number of employees on sabbatical leave at one time shall be limited to two with the approval of the Board.
- 3) Sabbatical leave for employees will be reimbursed at a rate of one-half of gross salary for that time period not to exceed one year in duration. Only employees who have worked continuously for a period of three years for the Board will be eligible to apply for sabbatical leave. The employee granted sabbatical leave must guarantee to work in SMCPS for a period of two years following the sabbatical leave. The employee shall sign a promissory note agreeing to repay the Board an amount equal to the salary he/she received plus interest at the current prime rate, if he/she does not fulfill the agreement. The promissory note will be considered paid if the employee fulfills two years of service for the Board following the sabbatical.
- 4) Employees on approved sabbatical leave are eligible for tuition reimbursement benefits under the conditions specified in Article IX, Course Tuition.

e. Early Departure for Educational Purposes

Up to three days will be allowed. Only tenured teachers/nonprobationary employees under contract with the Board for the following year will be eligible. Written request must be made to the Assistant Superintendent of Fiscal Services and Human Resources not less than two weeks in advance if possible. A teacher may be excused

without loss of salary provided students are not in attendance and the teacher has completed end-of-year records.

f. Jury Duty

Employees summoned to serve as jurors must notify their immediate supervisor via the electronic reporting system to be granted administrative leave with pay. Employees must provide a copy of the official notification to their immediate supervisor at least seven working days prior to the period of service and provide verification of attendance within 48 hours of returning to work after each instance. An employee being released from jury duty during work hours must return to his/her assigned work site for the remainder of his/her duty day if released in sufficient time to have two or more hours on the job, excluding travel time back to the work site.

g. Court Summons

1) When an employee is to be absent due to a court summons, subpoena or as a witness, a copy of the summons, subpoena, or letter requesting the employee's presence as a witness must be submitted to his/her immediate supervisor. This requirement should be completed in time for the supervisor to obtain a suitable substitute.

2) Salary Conditions

- a) Witness for the Board - if an employee appears as a witness for the Board at a court hearing with or without a subpoena, no deductions shall be made from his/her salary.
- b) Subpoenaed witness - if an employee appears in court in response to a subpoena to act as a witness for the State or for a private citizen, no deduction shall be made from his/her salary.
- c) Witness for a private citizen - any court appearance as a volunteer witness for a private citizen shall be with no deduction in pay, provided the employee elects to use available personal or annual leave.
- d) For job-related personal court summons - no reduction in leave or salary unless the employee appears as a defendant and is adjudged guilty.

h. SMCPs Internal Interview

Employees who are candidates for internal SMCPs vacancies, whether promotional opportunities or voluntary transfer requests, may use up to two hours of administrative leave to attend any related interview scheduled by SMCPs during the duty day. Plans for attending such interviews must be approved in advance via the electronic absence reporting system by the Superintendent or designee.

5. Inclement Weather

If schools are closed for inclement weather and ten- and 11-month employees are not reporting, then exempt, non-essential, 12-month employees may choose to telecommute (work from home) on those days in lieu of taking leave by contacting in writing their immediate supervisor no less than 30 minutes prior to the normal work reporting time. Upon completion of the work day, the employee shall submit written confirmation of the hours worked by indicating both the work day start and completion times, and a brief summary of the nature of the work accomplished. The employee may be required to present evidence of work accomplished during telecommuting time.

D. Leave Without Pay

Approved leaves of absence without pay are as follows. In some cases, as detailed below, the employee may use available leave.

1. Parental/Child Care Leave

An employee may be granted, upon written request, a leave of absence without pay to care for the infant child of such employee. Said child care leave may also be granted to an employee adopting an infant child, to commence at anytime during the first year after receiving custody of said infant, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.

2. Maternity and Paternity

- a. An employee who wishes to leave his/her position prior to the period of disability associated with childbirth and/or does not wish to return to his/her position after such period of disability shall normally be granted, upon request, a leave of absence without pay. Said employee shall notify the Superintendent in writing of his/her desire to take such leave and, except in case of emergency, shall give such notice at least 30 days prior to the date on which he/she wishes his/her leave to begin. A physician's statement verifying pregnancy shall be included with such notice. In case of interrupted pregnancy (maternity), the employee on said leave may return to active duty when her health will permit, as attested to in writing by her physician. An employee may be granted, upon written request to the Superintendent or designee, a leave of absence without pay in connection with the adoption of a child in accordance with the provisions of Article VIII, Paragraph D.2. Such leave may commence at any time during the first year after taking custody of said child, or prior to taking such custody if necessary in order to fulfill the requirements for adoption.
- b. An employee on such leave cannot be given any positive assurance that he/she will be reassigned to the school where he/she previously taught, but the Board obligates itself to offer to the employee, on the expiration of leave, employment for which the employee is properly qualified without creating a new position or transferring another employee. To facilitate the employee's return consistent with his/her stated schedule, he/she should give the Superintendent or designee, in writing, as much notice of his/her anticipated return as possible.

- c. The maternity/paternity leave may not extend beyond June 30 of the current year; however, if requested in writing, this leave may be extended beyond that date.
- d. Employees who are granted maternity/paternity leave may not accrue sick leave or annual leave during this approved leave.
- e. The unused sick leave of an employee on said maternity/paternity leave will be held in abeyance until such time as he/she returns to active service.

3. Workers' Compensation

- a. Any employee who suffers a job-related injury or illness and qualifies for benefits under the Workers' Compensation Law and because of such injury or illness is medically unable to return to work for more than three consecutive days after the occurrence, may be granted administrative leave with pay for a period up to 30 duty days.
- b. For any lost time that does not qualify under the Workers' Compensation Law, leave will be charged accordingly.
- c. Any Workers' Compensation payments made for temporary disability due to said injury or illness during this 30 duty-day period shall be endorsed over to the Board.
- d. If a determination is made that the employee is eligible for Workers' Compensation, then all sick leave and annual leave up to the 30 days provided in this provision, used as a result of the job-related injury or illness prior to such determination, shall be restored to the employee.
- e. During the time the employee is drawing administrative leave with pay or Workers' Compensation benefits, the employee's leave will not be permanently charged (leave may be initially charged and subsequently reversed).
- f. For the purpose of determining weekly Workers' Compensation benefits, the weekly wage will be based on the employee's actual work year and per diem rate rather than the SMCPS 12-month pay schedule.
- g. If unable to return to work after 30 duty days of approved administrative leave an employee may elect to take sick or annual leave (sick leave must be exhausted first) in place of collecting Workers' Compensation temporary disability payments.
- h. An employee may not draw both a salary from the Board and Workers' Compensation payments. If the employee receives a payment from Workers' Compensation for the same time that sick or annual leave was used towards salary, then his or her payment will be reduced by the amount of the Workers' Compensation payment. The employee will be entitled to the payment received from Workers' Compensation.

- i. After 30 days of approved administrative leave, employees who receive Workers' Compensation in lieu of sick or annual leave will not be responsible for their health insurance premium (described in Article VII) for this time period.
- j. Before an employee can return to work from a work-related injury, it is required that the employee have a medical release stating when the employee is able to return to work and that the employee is able to fulfill the requirements of his/her position or stating the reasonable accommodations that need to be made.

E. Family and Medical Leave Act

The right of employees to family and medical leave shall be as set forth within this document and the FMLA. The Board will charge the employee's accumulated sick leave concurrent with the time period approved under the FMLA and if no sick leave is available, annual or personal leave may be used. An eligible employee is one who has been employed during the prior year with SMCPS for at least the number of hours required for eligibility under Federal law.

F. School Involvement Leave

Employees who are parents of school age children are encouraged to participate in school activities related to the education of their children. The employee may elect to use any personal or annual leave available. Leave without pay may also be used for these events. Except in cases of emergency, the employee will request such leave in accordance with leave procedures in this article.

G. Assault Leave

See Article XI, Employee Protection, Paragraph A.

H. Political Leave

1. The Board may grant a leave of absence without pay to tenured or non-probationary employees who wish to campaign for public office and will grant such leave to the employee if elected to serve in said office. An employee on such leave cannot be assured of reassignment to the same site as previously assigned, but the Board obligates itself to offer the employee, on the expiration of the leave, employment for which the employee is properly qualified, if a vacancy exists, without creating a new position or transferring an existing employee.
2. Leave will be coordinated with the Superintendent or his/her designee so as to ensure minimum disruption to the classroom.

ARTICLE IX COURSE TUITION

- A. Tuition reimbursement (fees and materials are not included) will be provided for appropriate courses leading toward (1) initial certification, (2) renewal of Standard Professional Certificate, (3) Advanced Professional Certificate, (4) Master's Degree, (5) continuation of

other professional license or certificate required for employment, or (6) any other approved course work.

- B. SMCPs is not responsible for courses selected by the employee that do not meet the criteria for certification or reimbursement. Employees may be reimbursed for tuition under the following conditions.
1. The course/credits taken are appropriate for the position and certification of the individual employee.
 2. The employee has not been previously reimbursed for the same course.
 3. The course/credits are from a regionally accredited college or university (if pursuing college credits).
 4. The following documentation is required to be submitted the Department of Human Resources within 45 days of the completion of the course (as indicated on the transcript or grade slip): (1) A reimbursement request form (pre-approval is not required for tuition reimbursement), (2) official transcript of grade received with a minimum of grade "C", and (3) original receipt or electronic confirmation of payment (if no hard copy receipt is provided) from the college or university. If an extension is needed, the employee must request it in writing within 45 days of the completion of the course.
 5. The employee's tuition reimbursement is allocated each July 1 for the coming year and runs through the following June 30. Tuition reimbursement up to the annual allowable amount will be deducted from the employee's annual allocation based on the date that the credits were earned as indicated on the official transcript or grade slip that must be submitted within 45 days of the credits being earned.
 6. SMCPs will provide reimbursement within 45 days of receipt of the required documentation.
- C. Employees enrolled in courses through Direct Pay agreements for non-SMCPs courses must submit for pre-approval to the Department of Human Resources prior to registration per the memorandum of understanding with each participating Direct Pay school. Pre-approval is not required for SMCPs Direct Pay courses, although the employee will be responsible for completing any paperwork required by the university and for any amount that exceeds his/her annual tuition allocation.
- D. If the employee wants to confirm the appropriateness of a course prior to registration, advance written approval may be sought via an SMCPs Tuition Reimbursement Request form submitted to the Department of Human Resources. The Assistant Superintendent of Fiscal Services and Human Resources or designee will sign the SMCPs Tuition Reimbursement Request Form, indicating approval or denial, and return the signed form to the employee within ten workdays of its receipt in the Department of Human Resources.
- E. The reimbursement will not exceed the actual amount the employee paid for tuition.
- F. Appropriate credit will be determined by the current requirements for certificates for administrators, supervisors, and teachers, and by the current professional licensure and/or certification requirements for bargaining unit members. In order to receive tuition reimbursement for credits leading toward an Advanced Professional Certificate or a Master's

Degree, the employee shall hold a valid Standard Professional Certificate or professional license/certificate for his/her present assignment.

- G. Reimbursement for tuition shall not exceed the following amounts. In determining whether the annual maximum reimbursement amount has been reached, the year to which the reimbursement applies will be based on the date of issuance of the grade slip for a completed course. An employee pursuing a Ph.D. or an Ed.D. will be allocated tuition reimbursement up to a maximum of \$5,000 per year.

School Year	Annual Maximum
2016-2017	\$3000
2017-2018	\$3100
2018-2019	\$3100
2019-2020	\$3100

- H. An employee who has received a Ph.D. or an Ed.D. may receive an additional \$3,000 professional stipend up to a maximum of three years for completing a study or problem of practice approved by the Superintendent or designee.
- I. Based upon successful application process, tuition reimbursement may also be applied as a fee waiver up to the maximum yearly amount for the following certifications and designations.
- Certificated Employees: National Board for Professional Teaching Standards (NBPTS) certification
 - Speech and Language Therapists: National Certificate of Clinical Competency (CCC)
 - Nurses: Nationally Certified School Nurse (NCSN)
 - Occupational Therapists: Doctorate of Occupational Therapy (DOT)
 - Physical Therapists: Doctorate of Physical Therapy (DPT)
 - Audiologists: Fellow of American Academy of Audiology (FAAA)
 - Tenured School Psychologists: National Association of School Psychologists (NASP)
- J. Any employee who leaves the Board's employ within one year after completion of a course for which they have received reimbursement from the Board shall re-pay the full amount of such reimbursement to the Board with advance written notice to the employee. The Board may deduct such re-payment from any remaining pay owed to the unit member. The employee will have the option when possible (based on remaining number of paychecks) to have the deduction divided into two or more paychecks. The Board will attempt to deduct the money evenly from remaining checks owed. This repayment provision shall not apply in the case of a unit member who must leave the Board's employ due to military transfer, spousal job transfer necessitating a move of over 50 miles, personal or family illness, divorce or child custody issues, involuntary termination by Board, non-renewal of nontenured employees, or other cause approved by the Board. If the employee who was granted a waiver pursuant to this subsection returns to the same position less than 50 miles away within one year of leaving the Board's employment, he/she shall reimburse the Board according to the above provision unless he/she sought employment with the Board and was not offered a contract. Any employee forced to repay such reimbursement shall have that same reimbursement reversed (tuition repaid) upon returning to the Board and successfully completing two more years of employment.

- K. In accordance with the provisions of COMAR Section 13A.12.01.14, the Board will not require coursework for certification renewal for professionally certificated employees who are 55 years of age or older or who have been employed for at least 25 years in public school service or approved nonpublic school service.
- L. Employees who pay a fee for transcripts necessary to verify course completion may be reimbursed upon submission of a receipt up to 45 days following payment; such reimbursement will be deducted from the year's annual course reimbursement allocation based on the date on the receipt for transcript payment, limited to one transcript reimbursement per semester per university or college.
- M. Professional skill development will be provided to affected employees by SMCPS prior to the deployment of new systems and technology. Certified training will be provided to technicians and other employees who are directly responsible for the installation, maintenance, and/or support of such new systems and technology.
- N. For employees enrolled in an accredited college program leading towards Maryland teaching certification, an additional \$1,000 reimbursement for tuition shall be available annually with the following terms.
1. Upon graduation and award of a Maryland teaching certificate, the employee granted the extra educational assistance must guarantee to teach for SMCPS for a period of three (3) years following unless SMCPS does not offer the employee a full-time position.
 2. If the employee leaves the Board's employ within one year after completion of a course for which they have received the extra reimbursement from the Board, the employee shall re-pay the full amount of such reimbursement to the Board with advance written notice to the employee.
 3. The Board may deduct such re-payment from any remaining pay owed to the unit member. The employee will have the option when possible (based on remaining number of paychecks) to have the deduction divided into two or more paychecks. The Board will attempt to deduct the money evenly from remaining checks owed.
 4. This provision shall not apply in the case of a unit member who must leave the Board's employ due to military transfer, spousal job transfer more than 50 miles from the St. Mary's County line, personal or family illness, divorce or child custody issues, involuntary termination by Board, nonrenewal, or other cause approved by the Board.
 5. If the employee who was granted a waiver pursuant to this subsection returns to the same position within 50 miles of the St. Mary's County line, Maryland, within one year of leaving the Board's employment, he/she shall reimburse the Board according to the above provision unless he/she sought employment with the Board and was not offered a contract. Any employee forced to repay such reimbursement shall have that same reimbursement reversed (tuition repaid) upon returning to the employment of the Board and successfully completing two more years of employment.

ARTICLE X DEDUCTIONS

- A. The Board shall deduct membership dues from employees' salaries for the Association, Maryland State Education Association, and the National Education Association as said employees voluntarily authorize such deductions by means of an appropriate written authorization form.
- B. The Association shall provide the Department of Fiscal Services annually, ten workdays prior to the second pay date in October, with a list of employees who have current membership in the Association or have chosen fair share fee payer status in accordance with Article XIV, Paragraph L. For members who join the Association after the second pay in October and authorize payroll deductions for EASMC dues, EASMC will provide the member's name and the total amount of prorated dues to be deducted over the remaining number of pay dates having dues deductions.
- C. The Board and the Association agree that any employee who requests dues deduction shall be responsible for full payment of the dues authorized for the current school year. An employee whose contract is terminated during the school year shall have deducted from his/her final salary payment in an amount equal to his/her remaining dues authorization. The authorization form shall include a statement to this effect and it shall be the responsibility of the Association to make the employee aware of this provision before he/she completes the form. In the event the employee's final salary payment shall be an amount not sufficient to meet the remaining dues, the responsibility for collection of such monies shall rest entirely upon the Association.
- D. Deductions shall be withheld in 21 equal consecutive installments beginning with the second pay period in October. The Board will transmit the dues deducted to the Association within five workdays after each pay date.
- E. Payroll deduction shall be made available at the request of the individual employee providing a minimum enrollment of 15 employees as certified by the Superintendent of Schools or designee.
 - 1. Group Insurance Plans
 - 2. United States Savings Bonds
 - 3. Credit Unions
 - 4. Any Other Deductions Authorized by the Superintendent
- F. Pre-tax payroll deductions for available 403(b) or other approved plans shall be made available at the written request of the individual employee. Any selected 403(b) vendor shall offer no less than twenty investment options. EASMC shall participate and have input in any plan or vendor changes.
- G. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or any other forms of liability that shall rise out of or by reason of action taken or not taken by the Board for the purposes of complying with any of the provisions of this article, or in reliance on any list, notice or assignment furnished under any such provisions.

- H. Any employee who desires to terminate EASMC membership and/or dues deductions must contact EASMC directly. Cancellation of dues deductions can be effected only by written notice with original signature sent by certified mail to the President of the Association and post-marked within the first 15 calendar days of August.

ARTICLE XI EMPLOYEE PROTECTION

- A. Employees will immediately report to their immediate superior in writing all cases of assault suffered by them in connection with their employment. The immediate supervisor shall provide the appropriate form in cases of assault against an employee and shall submit the completed form to the Assistant Superintendent of Fiscal Services and Human Resources if leave is required or taken as a result of the assault.
- B. The Assistant Superintendent of Fiscal Services and Human Resources will forward the report to the Director of Safety and Security who will serve as liaison among the employee, the police and the courts if necessary.
- C. The Board agrees to provide comprehensive general liability insurance coverage to employees while they are acting within the scope of their assigned responsibilities. This insures against the cost of investigating, defending and paying claims for damages on account of personal injury or death to non-employees and for property damage arising out of occurrence to that which the coverage applies.
- D. As part of his/her job responsibilities, an employee shall not transport a student in his/her private vehicle.
- E. The Board agrees to provide the personal property insurance for property owned by employees while on school system premises as limited by the insurance conditions. Insurance carrier denial of an employee claim does not relieve SMCPs of the responsibility to reimburse the employee for the cost to repair or replace employee personal property not otherwise covered by the employee's homeowner's insurance, up to the value of \$600, demonstrated to have been damaged while on school premises, due to no fault of the employee.
1. Any employee who sustains a verifiable loss as a result of the transport of SMCPs property within a private vehicle shall be reimbursed up to the amount of \$300.
 2. Any employee, who in the performance of his/her job responsibilities, sustains a verifiable loss of SMCPs property as a result of its transport within a private vehicle shall not be liable for its replacement or repair. Transport of SMCPs property for other than performance of job responsibilities shall be with advance supervisor permission.
- F. Complaints concerning school personnel shall be handled as follows.
1. Employees and the Board agree that as a general rule, complaints concerning personnel should be dealt with at the lowest organizational level.

2. Decisions on complaints shall not be made without interviewing the subordinate against whom the complaint was lodged. If the complaint is in writing, the unit member will be given a copy and required to sign the material acknowledging receipt of the copy.
 3. In order to respect the rights of all persons involved, each will have the right to be informed of all scheduled meetings concerning the complaint.
 4. Any parent, student, or other third person complaints made to any member of the administration that are used in any manner in evaluating such personnel will be investigated and called to his/her attention, unless the investigation is being conducted by a law enforcement agency or the Department of Social Services/Child Protective Services.
 5. Anonymous complaints that have not been verified shall not be used against the employee in matters of discipline or evaluation.
- G. An unscheduled visitor shall not be permitted to enter a classroom or internal site office (other than the main office) without employee knowledge. A school administrator will notify an employee in advance of the requested visit, either orally or in writing. The employee may request that the visit be rescheduled and/or that an administrator be present.
- H. If a student has been apprehended in a plan to cause serious injury or death to a teacher, that student will not be returned to that teacher's classroom (unless precluded by law) until there is a meeting between an administrator and the teacher.
- I. When administrators are aware of students wearing electronic surveillance equipment, teachers should be informed.
- J. The employer shall maintain and promote the availability of an Employee Assistance Program.
- K. The Board shall make known to each affected employee any derogatory material that is being placed in his/her personnel file and he/she shall be given the opportunity to review and file a reply to such material. Individual responses to self-assessment materials cannot be used negatively in that employee's evaluation but will be used for discussion and goal setting.
- L. Employees shall have the right, upon notice, to review and copy material in their personnel files, excluding personal references. The employee has the right to be accompanied by an Association representative.
- M. Appeals to purge personnel records of adverse information must be made in writing to the Assistant Superintendent of Fiscal Services and Human Resources, who will confer with the current site administrator principal/immediate supervisor.
- N. The Board shall respect the confidentiality of personal references and other academic credentials and not establish a separate personnel file that is not available for the teacher's inspections.

ARTICLE XII PROMOTIONAL VACANCIES

A. Notice

Notice of all administrative and supervisory positions as identified on the A&S salary schedule, as well as those positions not on the A&S salary schedule which pay a differential above the base salary, shall be posted on the job vacancy bulletin board (Board's web site) on the SMCPS electronic system. During the school year such announcements will be delivered to employees at the school or office site. During the summer such announcements will be distributed to employees through a mailing. The notice will include the requirements for the position.

B. Application

Interested applicants may apply by sending a letter of application to the Assistant Superintendent of Fiscal Services and Human Resources. This letter should include information about the applicant's educational background, experience, professional qualifications, and any other data relative to the position. The letter of application must be received prior to the established deadline.

C. Selection and Notification

1. All applicants who meet the qualifications shall be interviewed. All other applicants shall receive notification in writing that they were not selected for an interview.
2. Interviews will be coordinated by the Department of Human Resources according to interview procedures posted on the SMCPS web site for employees to access.
3. Following action by the Board to fill an administrative or supervisory vacancy, and prior to the official public announcement, the Assistant Superintendent of Fiscal Services and Human Resources or designee will notify orally or in writing all applicants who were interviewed as to the person receiving the appointment.
4. Following interviews to fill a "pool" of similar vacancies (positions for which there are more than one opening and for which the site is yet to be determined), the Assistant Superintendent of Fiscal Services and Human Resources or designee shall make a good faith effort to notify either orally or in writing all applicants who were interviewed as to whether or not they were accepted into the pool.
5. Upon request from an employee who has been denied a promotional vacancy, the Assistant Superintendent of Fiscal Services and Human Resources or designee will provide written feedback to the employee as to suggestions based on the interview that the employee may take to improve chances for future advancement or change of assignment and the reasons for the denial without revealing personal information about other applicants.

D. Salary Computation

1. Employees receiving a promotion will be placed on the new salary scale according to the following steps.
2. If the employee is currently in a ten-month or 11-month assignment, the value of their current salary will be computed based on the number of months of the new assignment.
3. Based on the salary range for the newly assigned position, the employee will be placed at the first higher salary (as established on step 2 above) of the new schedule plus one step.

ARTICLE XIII PROCEDURES FOR HANDLING GRIEVANCES

- A. Grievance - A grievance is any claim by a grievant that there has been a violation, misinterpretation, or misapplication of the terms of this agreement.
- B. Grievant - An individual employee or the Association.
- C. Time Limits - All time limits herein shall consist of workdays. The number of days indicated at each step should be considered a maximum and every effort should be made to expedite the process. The time limits in any step of this procedure may be extended or reduced in any specific instance by mutual agreement between the aggrieved party and/or his/her representative, and the Superintendent or his/her designee.
- D. Nothing herein contained will be construed as limiting the right of any employee who has a concern to discuss the matter informally with the administrator who made the decision on the issue and to have the concern resolved without intervention of the Association.
- E. Procedure
 1. Step 1 - The parties acknowledge that it is most desirable for an employee and the administrator who made the decision on the issue being grieved to resolve any problem relating to the terms of this Agreement through free and informal communications. However, if such informal processes fail to satisfy the employee, the problem may be further processed as a grievance provided that the grievance is submitted in writing within 20 days of the alleged grievance.
 2. Step 2 - The grievant must submit the grievance in writing to the administrator who made the decision on the issue being grieved. The administrator being grieved will arrange for a meeting to take place within four days after receipt of the grievance. The grievant and the administrator being grieved shall be present for the meeting. The Association and/or the Board's representative may be present at this step and any step thereafter. The administrator being grieved shall provide the grievant with a written answer on the grievance within four days after the meeting.
 3. Step 3 - If the grievant is not satisfied with the decision rendered by the administrator being grieved at Step 2, then he/she may appeal to the Superintendent within six days of the receipt of the decision of the administrator being grieved. The Superintendent shall

arrange for a meeting with the grievant to take place within five days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have ten days in which to provide his/her written decision to the grievant.

4. Step 4 - If the grievant is not satisfied with the decision of the Superintendent in Step 3, or if the Superintendent fails to render a decision within the prescribed time, the grievance may within 15 days be submitted to arbitration by the Association under the Voluntary Labor Rules of the American Arbitration Association. The arbitrator shall have no authority to add to, alter, amend or modify any provision of this Agreement or to make any award which will in any way deprive the Board of any of the powers delegated it by law. The award in writing of the arbitrator, except as noted in the above statement, shall be final and binding on the aggrieved and the Board.
- F. The Association and the Board shall bear its own expenses in these arbitration proceedings, except that they shall share equally the fee and other expenses of the arbitrator in connection with the grievance submitted to him/her.

ARTICLE XIV ASSOCIATION PRIVILEGES AND RESPONSIBILITIES

- A. The Association will be provided access to a copy of the official Board meeting agenda prior to the meeting and a copy of the Board minutes after their approval by the Board. The Assistant Superintendent of Fiscal Services and Human Resources will be provided access to a copy of the minutes after their approval by the Association.
- B. As designated by the site administrator, a portion of the existing bulletin board space in faculty lounges shall be reserved for the purpose of displaying Association notices, circulars, and other materials of interest to employees.
- C. Participation by EASMC in new personnel orientation (including any additional ad hoc orientation sessions) is valued and encouraged. The Association will be provided time, as specified by the Board, not less than 30 consecutive minutes during the personnel orientation program (not included in the designated lunch period) for newly employed personnel for Association orientation as well as space as designated by the Board to disseminate information relative to the Association.

The Association will also collaborate with the Board to provide a joint training/orientation session on the negotiated agreement. The designated Association and Board representatives will come to advance agreement on the agenda, message, and presentation details.

The Association will have the right to have placed in the SMCPs hiring packet (whether hard copy, electronic, or both) for all new unit members (1) a letter prepared by the Association that welcomes the new employees and informs said employees that the Association is recognized as the exclusive negotiating representative for all unit members employed by the Board and (2) an opt-out EASMC membership application.

- D. The Board will provide the Association with an electronic copy of the current Directory of School Officials, Site Administrators and Teachers in St. Mary's County as such material is prepared by the staff. The Association will provide the Assistant Superintendent of Fiscal Services and Human Resources with an electronic copy of the active Association membership.
- E. Within 15–calendar days following the approval of a leave of absence, the Department of Human Resources shall notify the Association of the name of the Association member(s) taking the leave(s) and the length of the leave(s).
- F. The Department of Human Resources will provide the Association with a list of all employees terminating their employment no later than September 1, of any school year.
- G. The Association president will be released full-time to attend to the responsibilities of the position. The Association will pay all salary costs and the Board will provide fringe benefits at the rate of the position that the released Association president held in the school system when assuming released Association president responsibilities. Leave, when taken, will be reported to the Assistant Superintendent of Fiscal Services and Human Resources. The position of a full-time release president will be treated as a Grant position with regard to longevity for step increases and retirement. In the event the Association cannot provide the salary for a full-time president, the provisions of Article XIV G in the 2001 agreement shall apply.
- H. If the Association's full-time release President becomes unable to serve due to a serious illness or other serious personal matter, another EASMC Board of Director member may be released full-time to attend to the responsibilities of the position in the President's stead. The Association will consider the impact on SMCPs students in choosing a replacement. The Association will pay all salary costs and the Board will provide fringe benefits of the chosen Board of Director member instead of the President. The Association President will then return to an employee status on leave, FMLA, or disability, as appropriate.
- I. For any time not covered by Article XIV, Paragraph G above, a request must be made, in advance in writing, to the Superintendent. When a substitute must be provided by the Board, the Association will pay the cost to the Board.
- J. The Superintendent or his/her designee shall provide EASMC with the names and work locations of new employees as soon as reasonably possible after their dates of hire.
- K. Each month the Board will provide an electronic transmission of bargaining unit data to MSEA including names, identification numbers, assigned sites, salaries (range, step), certifications, and positions/titles.
- L. Fair Share Representation Fee
 - 1. With the enactment of fair share representation fee legislation pursuant to Section 6-407 of the Education Article of the Annotated Code of Maryland, bargaining unit employees who begin work after June 30, 2013 shall, as a condition of employment, be required to either join the Association or pay a representation fee. This fee shall be based on

chargeable activities and shall not exceed the membership dues of the Association and its affiliates.

2. Any unit member hired after June 30, 2013 who elects not to join the Association shall be required to pay the representation fee. Prior to each October 1, the Association shall notify the Board of those unit members who have elected not to join the Association. The Board shall deduct such representation fee from employees' payroll checks in the same manner as EASMC dues are deducted pursuant to this Agreement.
3. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, and any other form of liability that shall arise out of or by reason of action taken or not taken by the Board for the purposes of complying with any of the provisions of this paragraph L. If any provision of this paragraph L is held to be in violation of any state or federal law, said provision shall be deemed to be modified to bring it into compliance with said law.

ARTICLE XV VOLUNTARY TRANSFERS AND REASSIGNMENTS

Application for transfer may be submitted by any school-based employee in accordance with the following guidelines.

- A. Employees will normally indicate their desires for reassignment/transfer on the "Statement of Interest/Intent" form which is sent to them annually at the beginning of the second semester. Employees not planning to return to SMCPs are requested to indicate so on the "Statement of Interest/Intent" form.
- B. Employees desiring a transfer after the due date for the "Statement of Interest/Intent" form are to notify the Assistant Superintendent of Fiscal Services and Human Resources in writing not later than July 15.
- C. The employee requesting transfer/reassignment shall be considered insofar as possible for known vacancies for the following school year before these positions are made available for new applicants. Interviews will be coordinated by the Department of Human Resources according to interview procedures posted on the SMCPs web site for employees to access.
- D. If an external candidate is selected, the Assistant Superintendent of Fiscal Services and Human Resources or designee will, upon request, provide written feedback to the employee as to recommendations for improving the chances for future advancement or change of assignment, and the considerations for the decision, without revealing personal information about other candidates.
- E. All employees applying for a transfer prior to July 15 or prior to the position being filled, whichever comes first, shall be invited for an interview if a vacancy is open at a site for which the employee expressed interest and for which the employee is qualified. The employee shall also receive written notification from the Department of Human Resources at the time that the vacancy is filled as to the person receiving the appointment.

- F. Voluntary transfers are to be made between schools prior to August 1 of each school year. Following this date a transfer may only be made with the consent and agreement of all the parties involved and the Assistant Superintendent of Fiscal Services and Human Resources. This would not prohibit the Superintendent from making necessary transfers for the good of the school system.

ARTICLE XVI INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. An involuntary transfer or reassignment will be made only after a meeting between the employee involved and the appropriate site administrator, at which time the employee will be notified of the considerations for the transfer and reassignment. If the decision stands following the employee/administrator meeting, the final assignment and considerations shall be summarized in writing.
- B. In the event that an employee objects to the transfer or reassignment discussed at the meeting, upon his/her written request, the Superintendent will meet with him /her.
- C. Whenever involuntary transfers occur, volunteer(s) shall first be sought (an employee who volunteers for an involuntary transfer will be given the same considerations in determining the school transfer as is given to other voluntary transfers). If no volunteers are identified, factors such as certification, experience, and subject matter expertise will be considered.
- D. When a site administrator or supervisor is considering an involuntary transfer or reassignment, they shall discuss the possibility with the affected employee as soon as the information is available, but no later than July 15, if possible. After July 15, the proper administrator will meet with the employee and provide the employee the considerations for any change. If the decision stands following the employee/administrator meeting, the final assignment and considerations shall be summarized in writing.
- E. A unit member transferred involuntarily out of his/her certificated/licensed area will not be reduced in salary.
- F. An employee being involuntarily transferred or reassigned shall have the right to apply for any vacancy for which he/she is properly certificated.
- G. Employees involuntarily transferred or reassigned have the right to request to return to the school from which they were transferred should a position for which they are qualified open prior to the first duty day for employees.
- H. A teacher who is transferred involuntarily after the beginning of the school year will be given at least two full days without students or other assignments in order to perform some of the professional responsibilities required to adequately prepare for his/her transfer.

ARTICLE XVII
EXTRA PAY FOR EXTRA DUTY

- A. The parties agree to an ongoing Extra Pay for Extra Duty (EPED) Study Committee which shall meet as needed and present its recommendations to the Board and the Association as needed but not less than annually by October 1, of each school year preceding the contract effective date.
- B. For the purposes of this agreement, EPED assignments are those assignments that must be conducted beyond the employee's duty day and that require the direct leadership of and responsibility for students.
- C. The EPED Study Committee will be composed of five representatives appointed by the Association and five appointed by the Board and will be co-chaired by one representative appointed by SMCPs and one representative appointed by EASMC. Utilizing the guidelines set forth in the appendix to this agreement, the committee's charge is to give recommendations to the Superintendent by:
1. specifying positions eligible for EPED compensation,
 2. documenting a job description for eligible positions based on the EPED Proposed Additional Position Form including, at a minimum, the number and description of staff supervised, required activities/events, and range of dates,
 3. determining the amount of compensation based on the formula below,
 4. providing justification for compensation, and
 5. issuing a summarizing report.

The resulting report shall specify the positions eligible for compensation, the job responsibilities associated with each position, the amount of compensation, and the justification for the compensation.

- D. The EPED Study Committee will continue using the following table based on the existing process to assign points in the areas of Required Hours, Number of Students, and Level of Responsibility. These three point values will be summed to determine the point value of a coach's/sponsor's salary.

Required Hours	Point Value	Number of Students	Point Value	Level of Responsibility	Point Value
38 – 99	1	5 – 9	1	One adult in charge	4
100 – 299	2	10 – 19	2	One adult with one assistant	3
300 – 499	3	20 – 29	3	Co-leader	2
500+	4	30 – 39	4	Assistant	1
		40-49	5		
		50+	6		

- E. Assumption of all EPED assignments shall be voluntary and the signature of the site administrator, designee, or appropriate supervisor and the employee shall be required on the EPED agreement prior to performing the duties. The site administrator shall distribute EPED Agreements to employees designated as sponsors/coaches for the extra duties (1) listed in Article XVII of this agreement and/or (2) recommended by the EPED Committee and subsequently approved by the Board. The EPED Agreement shall be signed and dated by both the site administrator and the employee, and include a copy of the EPED job description/responsibilities identifying, at a minimum, the number and description of staff supervised, required activities/events, and range of dates. No employee shall be expected to perform any of the approved or recommended EPED assignments without a signed agreement issued by SMCPs.
- F. The site administrator or designee will provide head coaches with feedback no later than 30 days after the completion of the EPED activity. Currently assigned coaches/sponsors will be advised in writing no later than the end of the school year if they may not be offered the same assignment in the subsequent school year.
- G. The total assigned point value shall be reassessed by the EPED Committee upon submission of an updated EPED Proposed Additional Position Form documenting new conditions and/or requirements for the extra duty. Other EPED activities when approved by the Superintendent will be added to the list, with placement for compensation to be determined by the joint EPED Study Committee. Such action will not be considered as the reopening of negotiations under this agreement for any reason, except for the express purpose stated.
- H. Compensation for experience shall be only for experience in that specific position title (i.e., H.S. baseball, assistant coach, soccer).
- I. The following table lists the value of a point. Appendix C includes the current SMCPs EPED Payment Schedule.

Years of Experience	\$ Value/Point
1 – 3	205
4 – 6	210
7 - 9	215
10+	220

ARTICLE XVIII HEALTH AND SAFETY

- A. The Health and Safety Committee of each school will include at least one EASMC representative to be elected by the unit members at each school. The Board will publish a membership list of the Health and Safety Committee of each site by September 15 of each year, with a copy of such membership list to EASMC.
- B. When, in the judgment of the faculty or Health and Safety Committee, any room, building or area presents a health or safety hazard, duly qualified personnel shall be contacted by the site

administrator and asked to make a timely inspection. Any member of the committee shall have the right to convene a meeting.

- C. When a room, building or area because of its condition is judged by authorized qualified personnel to create a health or safety hazard, or a condition unsuitable for teaching or supervising children, the place shall be closed to students and employees, if thus recommended by the qualified person, until such hazard can be corrected. Employees shall not be required to work in spaces below 60 degrees F or above 85 degrees F unless the regular responsibilities of their position require working in such conditions.
- D. Unit members shall not be required to handle or search for any object suspected of being an improvised explosive device (IED) or similar device, that could be life threatening. In the interest of student and staff well-being, unit members may volunteer to assist in such search, but in no way shall be subject to reprisal for choosing not to participate.
- E. Employees will not be expected to return to buildings when IED threats have occurred until a decision has been made by the site administrator in consultation with the Superintendent's office and the responding law enforcement agency.

ARTICLE XIX JUST CAUSE

Tenured teachers and nonprobationary unit members shall not be disciplined or reduced in compensation without just cause.

All noncertificated employees shall serve a probationary period of six work months. At any time during the probationary period, a noncertificated employee may be discharged, disciplined, reprimanded, or demoted, without cause. The appropriate supervisor should inform the noncertificated employee of the areas of weakness and give suggestions for improvement in time for the employee to demonstrate improvement, if necessary.

ARTICLE XX TEACHER OBSERVATION AND EVALUATION

- A. All observations of the teacher will be conducted openly with full knowledge of the teacher.
- B. No more than ten workdays after an observation and sufficiently prior (at least 24 hours) to the holding of a conference on this matter, the "observed" teacher shall receive a copy of the evaluator's draft observation/evaluation report and/or notes. The draft and/or notes will cover, in substance, the areas of the final report, but may be subject to modifications as a result of the post-conference or evaluation meeting. If modifications result from either the post-conference or from an employee/evaluator meeting, the evaluator will provide the employee with the final, revised report within five workdays of the associated conference/meeting.
- C. Nontenured teachers shall be observed not less than four times each year. The observation of the nontenured teachers shall be done by more than one qualified evaluator certificated in supervision by the Maryland State Department of Education. Administrators and supervisors may complete an observation together, co-sign, and consider that single observation session

as two observations. If the observation report is rated ineffective, or if the employee so requests (within ten workdays of the post-observation conference), another separate observation will be performed by a different administrator or supervisor.

- D. Nontenured teachers will receive two formal evaluations each year.
- E. Tenured teachers shall be observed at reasonable intervals as mandated by state law. The observation of tenured teachers for the purposes of evaluation (versus coaching or mentoring) shall be done by a qualified evaluator certificated in supervision by the Maryland State Department of Education. Administrators and supervisors may complete an observation together, co-sign, and consider that single observation session as two observations. If the observation report is unsatisfactory, or if the employee so requests (within ten workdays of the post-observation conference), another separate observation will be performed by a different administrator or supervisor.
- F. Employees with ten or more years of teaching experience in St. Mary's County and who are not currently on an Employee Improvement Plan may pursue a personal professional development plan at their own expense for one in-service day if approved by their site or instructional supervisor. The plan must address the individual growth needs of the employee and be submitted at least ten workdays prior to the scheduled in-service day.
- G. At the request of the Board, employees occasionally accept assignments that are not within their certification area due to the Board's difficulty in filling positions within critical shortage areas. During the first two years of such assignments (if the assignment extends beyond a year), these personnel shall not be penalized on their evaluations or in any other form for lack of expertise in the assigned area. During this two-year period, the employee shall not be assigned extra duties (bus duty, lunch duty, homeroom, etc.) before or after the student day and the Board shall provide additional support to assist the employee in gaining knowledge in the assigned area.
- H. If student grades and/or test scores are used for any purpose in employee evaluation, only data from attributed students shall be used. Attributed students shall be jointly determined by the employee and the appropriate administrator at the outset of each given school year.
- I. In a given year, no employee shall be terminated from employment as a result of an ineffective rating based solely on student growth.
- J. The Board and the Association agree to develop a joint study committee to develop an appropriate performance assessment tool for unit employees whose assignments do not fit into the existing TPAS (teacher), IRTPAS (instructional resource teacher), CPAS (counselor), or LPAS (leadership) performance assessment tools. The committee will be comprised of Board and Association appointees.
- K. Employer recording/videotaping of an employee will not be conducted without the employee's permission and will not be used for evaluative purposes.
- L. Any information contained in the employee's site file shall be shredded upon the permanent departure of a sitting site administrator from that site and prior to the arrival of the new site administrator at that same site, except in the case where a site administrator does not complete the school year at the location. In that case, the file will be stored in Human

Resources, separate from the official personnel file, for its use only during that school year as site file content. Contents will be shredded at the end of the school year.

- M. Letters of discipline such as letters of warning and/or reprimand shall not be included as artifacts in the Performance Assessment System (PAS). No electronic PAS shall be used to replace the site or official personnel file as a place to store records of progressive discipline.

ARTICLE XXI PLANS OF ASSISTANCE

- A. In order to promote fairness and continuous self-improvement, employees will be notified as soon as possible of areas of concern in performance and will be afforded the opportunity for improvement.
- B. In the event of documentation other than formal evaluation of less than effective performance by an employee, the site administrator may meet with the employee to develop a plan of assistance.
- C. If an employee receives an evaluation that indicates areas of ineffective performance, the site administrator shall meet with the employee to develop a plan of assistance for improvement and to ensure subsequent counseling and assistance. In developing the plan of assistance and timelines, the employee shall have the right to EASMC representation.
- D. The plan of assistance shall include the following:
1. Statement of problem(s) or concern(s) related to areas ineffective performance
 2. Desired improvement including specific, measurable criteria
 3. Suggestions for improvement
 4. Provisions for assisting the employee including responsible parties and associated timelines (such as peer coaching, additional training, assignment of a mentor, opportunities for visitation, and modeling/demonstration)
 5. Timeline and criteria for monitoring employee's future performance including an end or reevaluation date for the plan of assistance
 6. Signatures of site administrator and the employee

ARTICLE XXII ACADEMIC FREEDOM

In performance of their teaching functions, teachers shall be responsible to provide students with the opportunity to investigate all facets, sides, and/or opinions of and about any and all topics and materials introduced or presented and shall have a special responsibility to provide such opportunity with regard to those which are or may be of a controversial nature. Such material presented to students must be relevant to the basic content of the course and appropriate to the

maturity level and intellectual ability of the students. The teacher shall further be responsible to permit the expression of the views and opinions of others and to encourage students to examine, analyze, evaluate and synthesize all available information about such topics and materials and to encourage each to form his/her own views and opinions of others and for the right of individuals to form and hold different views and opinions. The basic content of a course and provisions for its implementation and supervision shall be the responsibility of the Board.

ARTICLE XXIII END-OF-SERVICE PAY

The Board and the Association acknowledge that it is in the best interests of students to have their regular teacher present for instruction rather than a substitute teacher. In order to promote and reward responsible use of sick leave, any employee at the time of retirement or death while under contract shall receive end-of-service pay for unused sick leave at their per diem rate up to a maximum limit defined below. To be eligible, the employee must have been employed by the Board for ten years.

The maximum amount of end-of-service pay will be determined by years of service and may not exceed the following amounts.

Sick Leave Balance (Days)	Years of SMCPs Service		
	10 - 20	21 - 30	31+
1 to 100	\$2700	\$2950	\$3200
101 – 150	\$3700	\$3950	\$4200
151 – 200	\$4700	\$4950	\$5200
201+	\$5700	\$5950	\$6200

ARTICLE XXIV EMPLOYEE RIGHTS

The Board will not discriminate against any employee because of race, color, religion, gender, age, marital status, sexual orientation, disability or national origin.

In the event that the Equal Employment Opportunity Commission (EEOC) or the Maryland General Assembly amends or creates additional designations to their non-discrimination clause(s), they will automatically be added to this article.

ARTICLE XXV GENERAL

- A. The Board will provide a copy of the proposed Comprehensive Agreement to all present employees of the Board for the purpose of ratification.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction, such provision or application will not be deemed valid and subsisting, except to the extent

permitted by law, but all other provisions and applications will continue in full force and effect.


- C. The Board and EASMC are mutually committed to a non-adversarial, consensus building negotiations process. As partners in SMCPS, we believe that respect and trust are essential in achieving our common goal of fulfilling the promise in every child.
- D. Negotiations for successor agreement shall begin no later than October 15 unless it is mutually agreed to start on a different date.
- E. In the event of impasse in negotiations, the Board and the Association will pursue resolution before the Maryland Public School Labor Relations Board in accordance with Section 6-408 of the education Article of the Annotated Code of Maryland.

ARTICLE XXVI DURATION

- A. The provisions of this Agreement will be effective as of July 1, 2016, and will remain in full force and effect until June 30, 2020.
- B. The Board and the Association agree to continue a joint study committee to be convened as requested by either team and comprised of up to three representatives from the Board and three from the Association. The purpose of the committee will be to explore and make recommendations in areas of interest and/or as follows:
 - For FY 2017, the joint Extra Pay for Extra Duty/Stipend Study Committee will reconvene to review the existing EPED positions and point system, including points allocated to existing assignments and point values. Recommendations will be forwarded to the negotiating teams for possible inclusion in the negotiated agreement. The joint committee will also continue to collaborate to streamline the EPED/stipend processes to ensure that all EPED payments and stipends are negotiated.
 - A joint study committee will review videotaping within the schools. The recommendations of the committee will be forwarded to the bargaining teams for possible inclusion in the FY 2017 negotiated agreement as a revision or addendum.
 - A joint study committee will review all aspects of the music teacher compensation plan (see Article VI, Paragraph 6.N).
- C. This Agreement is contingent upon the Board of Education receiving or identifying sufficient revenue to fund the fiscal items. In the event that this Agreement is not fully funded, the parties shall continue negotiations. If, at the conclusion of negotiations, the initial Agreement was not fully funded due to a lack of funding, and if during the contract period additional non-restricted funds are identified or available, they shall be used, to the extent possible, to fully fund the priorities by the parties in the initial agreement. In addition, both parties will continue to work collaboratively in pursuit of additional funding.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 14th day of June 2016.

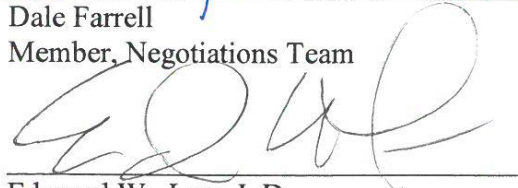
BOARD OF EDUCATION
OF ST. MARY'S COUNTY



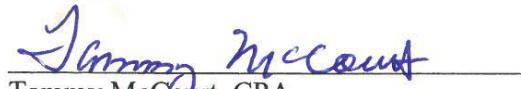
Jeff Walker, Ph.D.
Chief Negotiator



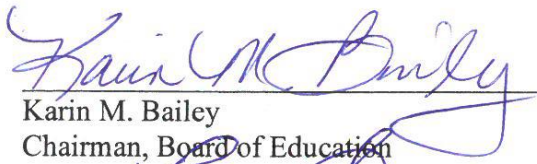
Dale Farrell
Member, Negotiations Team



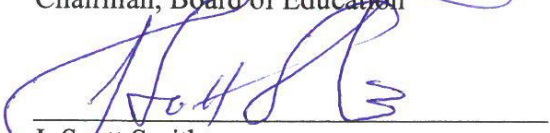
Edmund W. Law, J. D.
Member, Negotiations Team



Tammy McCourt, CPA
Member, Negotiations Team



Karin M. Bailey
Chairman, Board of Education



J. Scott Smith
Superintendent of Schools

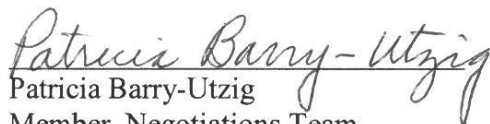
EDUCATION ASSOCIATION
OF ST. MARY'S COUNTY




Elizabeth Purcell Leskinen
Chief Negotiator



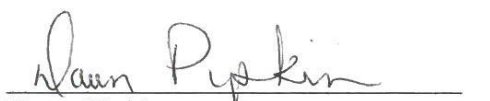
Steven Wolfe
Chairperson, Negotiations Team



Patricia Barry-Utzig
Member, Negotiations Team



Karen Myers
Member, Negotiations Team



Dawn Pipkin
Member, Negotiations Team



Anna Laughlin
President, EASMC
Ex-Officio, Negotiations Team

Appendix A

Schedule of Classifications

Title	Range	Salary Schedule	Exempt or Non-Exempt	Months Worked	Work Days	Holidays	Total Duty Days	Hours Per Day	Hours Per Year
Academic Dean I	B	SMASA	Exempt	11	212	11	223	7	1561
Academic Dean II	E	SMASA	Exempt	12	249	12	261	7	1827
Account Clerk II	13	CEASMC	Non-Exempt	12	249	12	261	7	1827
Accountability & Assessment Officer II	G	SMASA	Exempt	12	249	12	261	7	1827
Accountability Officer I - Administration	E	SMASA	Exempt	12	249	12	261	7	1827
Accountant	31	CEASMC	Exempt	12	249	12	261	7	1827
Accounts Payable Specialist	21	CEASMC	Non-Exempt	12	249	12	261	7	1827
Activity Resource Teacher	1-7	EASMC	Exempt	12	249	12	261	7	1827
Administrative Assistant I	23	CEASMC	Non-Exempt	12	249	12	261	7	1827
Administrative Assistant II (Supporting Asst. Superintendents)	25	CEASMC	Non-Exempt	12	249	12	261	7	1827
Administrative Secretary	17	CEASMC	Non-Exempt	12	249	12	261	7	1827
Alarm Specialist	13	CEASMC	Non-Exempt	12	249	12	261	8	2088
Assistant Building Service Manager I	4	CEASMC	Non-Exempt	12	249	12	261	8	2088
Assistant Building Service Manager II	7	CEASMC	Non-Exempt	12	249	12	261	8	2088
Assistant Building Service Manager III	10	CEASMC	Non-Exempt	12	249	12	261	8	2088
Assistant Principal - Elementary School (11 month)	B	SMASA	Exempt	11	212	11	223	7	1561
Assistant Principal - Elementary School (12 month)	C	SMASA	Exempt	12	249	12	261	7	1827
Assistant Principal – High School (11 month)	C	SMASA	Exempt	11	212	11	223	7	1561
Assistant Principal – High School (12 month)	E	SMASA	Exempt	12	249	12	261	7	1827
Assistant Principal – Middle School (11 month)	B	SMASA	Exempt	11	212	11	223	7	1561
Assistant Principal – Middle School (12 month)	D	SMASA	Exempt	12	249	12	261	7	1827
Assistant Superintendent of Fiscal Services and Human Resources	J	SMASA	Exempt	12	249	12	261	7	1827
Assistant Superintendent of Supporting Services	J	SMASA	Exempt	12	249	12	261	7	1827
Audiologist	1-7	EASMC	Exempt	10	190	11	201	7	1407
Behavior Specialist	1-7	EASMC	Exempt	10	190	11	201	7	1407
Budget Analyst	31	CEASMC	Exempt	12	249	12	261	7	1827
Building Logistics Support	18	CEASMC	Non-Exempt	12	249	12	261	8	2088
Building Service Crew Leader	4	CEASMC	Non-Exempt	12	249	12	261	8	2088
Building Service Floater	2	CEASMC	Non-Exempt	12	249	12	261	8	2088
Building Service Manager I	9	CEASMC	Non-Exempt	12	249	12	261	8	2088
Building Service Manager II	12	CEASMC	Non-Exempt	12	249	12	261	8	2088
Building Service Manager III	15	CEASMC	Non-Exempt	12	249	12	261	8	2088
Building Service Worker	1	CEASMC	Non-Exempt	12	249	12	261	8	2088
Building Service Worker I	1	CEASMC	Non-Exempt	12	249	12	261	8	2088
Building Service Worker II	2	CEASMC	Non-Exempt	12	249	12	261	8	2088
Bus Driver Trainer	16	CEASMC	Non-Exempt	12	249	12	261	7	1827
Capital Planning Program Analyst	29	CEASMC	Exempt	12	249	12	261	7	1827
Chief Academic Officer	I	SMASA	Exempt	12	249	12	261	7	1827
Child Development Staff	1	CEASMC	Non-Exempt	10	190	11	201	7	1407
College and Career Readiness Liaison	17	CEASMC	Non-Exempt	10	190	11	201	7	1407
Computer Support Specialist I	15	CEASMC	Non-Exempt	12	249	12	261	8	2088
Computer Support Specialist II	17	CEASMC	Non-Exempt	12	249	12	261	8	2088

Title	Range	Salary Schedule	Exempt or Non-Exempt	Months Worked	Work Days	Holidays	Total Duty Days	Hours Per Day	Hours Per Year
Computer Support Specialist III	19	CEASMC	Non-Exempt	12	249	12	261	8	2088
Computer Support Specialist IV	21	CEASMC	Non-Exempt	12	249	12	261	8	2088
Contract and Fiscal Specialist	16	CEASMC	Non-Exempt	12	249	12	261	7	1827
Coordinating Supervisor of Early Childhood	F	SMASA	Exempt	12	249	12	261	7	1827
Coordinator of Benefits	B	SMASA	Exempt	12	249	12	261	7	1827
Coordinator of Financial Services III	D	SMASA	Exempt	12	249	12	261	7	1827
Coordinator of Head Start	D	SMASA	Exempt	12	249	12	261	7	1827
Coordinator of Infants/Toddlers Special Education	1-7	EASMC	Exempt	12	249	12	261	7	1827
Coordinator of Special Programs	D	SMASA	Exempt	12	249	12	261	7	1827
Coordinator of Transportation Logistics	D	SMASA	Exempt	12	249	12	261	7	1827
Delivery Driver	3	CEASMC	Non-Exempt	12	249	12	261	8	2088
Deputy Superintendent	K	SMASA	Exempt	12	249	12	261	7	1827
Director of Capital Planning and Green Schools I	G	SMASA	Exempt	12	249	12	261	7	1827
Director of Curriculum and Instruction II	H	SMASA	Exempt	12	249	12	261	7	1827
Director of Design and Construction I	G	SMASA	Exempt	12	249	12	261	7	1827
Director of Food and Nutrition Services I	G	SMASA	Exempt	12	249	12	261	7	1827
Director of Human Resources II	H	SMASA	Exempt	12	249	12	261	7	1827
Director of Information Technology II	H	SMASA	Exempt	12	249	12	261	7	1827
Director of Maintenance I	G	SMASA	Exempt	12	249	12	261	7	1827
Director of Operations I	G	SMASA	Exempt	12	249	12	261	7	1827
Director of Safety & Security I	G	SMASA	Exempt	12	249	12	261	7	1827
Director of Special Education	H	SMASA	Exempt	12	249	12	261	7	1827
Director of Student Services II	H	SMASA	Exempt	12	249	12	261	7	1827
Director of Transportation I	G	SMASA	Exempt	12	249	12	261	7	1827
Executive Administrative Assistant	31	CEASMC	Exempt	12	249	12	261	7	1827
Executive Director of Supplemental School Programs	I	SMASA	Exempt	12	249	12	261	7	1827
Fiscal Secretary	15	CEASMC	Non-Exempt	12	249	12	261	7	1827
Fiscal/Records Specialist	23	CEASMC	Non-Exempt	12	249	12	261	7	1827
FLOW Mentoring Program Manager	17	CEASMC	Non-Exempt	11	212	11	223	7	1561
Food & Nutrition Specialist	29	CEASMC	Exempt	12	249	12	261	7	1827
Food Service Coordinator II	C	SMASA	Exempt	12	249	12	261	7	1827
Food Service Driver	7	CEASMC	Non-Exempt	12	249	12	261	8	2088
Food Service Manager I (Elementary) 6 hr.	6	CEASMC	Non-Exempt	10	184	11	195	6	1170
Food Service Manager II (Elementary) 6 hr.	9	CEASMC	Non-Exempt	10	184	11	195	6	1170
Food Service Mgr. III (Middle/High) 7 hr.	13	CEASMC	Non-Exempt	10	184	11	195	7	1365
Food Service Worker (3 hours)	1	CEASMC	Non-Exempt	10	184	11	195	3	585
Food Service Worker (6 hours)	1	CEASMC	Non-Exempt	10	184	11	195	6	1170
General Counsel	E	SMASA	Exempt	12	249	12	261	7	1827
Head Start Program Assistant I	17	CEASMC	Non-Exempt	12	249	12	261	7	1827
High School Financial Assistant	13	CEASMC	Non-Exempt	12	249	12	261	7	1827
Human Resources and Workforce Diversity Coordinator I	35	CEASMC	Exempt	12	249	12	261	7	1827
Human Resources Assistant I	17	CEASMC	Non-Exempt	12	249	12	261	7	1827

Title	Range	Salary Schedule	Exempt or Non-Exempt	Months Worked	Work Days	Holidays	Total Duty Days	Hours Per Day	Hours Per Year
Human Resources Assistant II	23	CEASMC	Non-Exempt	12	249	12	261	7	1827
Information Tech Project Coordinator I	29	CEASMC	Exempt	12	249	12	261	7	1827
Information Technology Assistant III	17	CEASMC	Non-Exempt	12	249	12	261	8	2088
Instructional Resource Teacher (10 month)	1-7	EASMC	Exempt	10	190	11	201	7	1407
Instructional Resource Teacher (11 month)	1-7	EASMC	Exempt	11	212	11	223	7	1561
Instructional Resource Teacher (12 month)	1-7	EASMC	Exempt	12	249	12	261	7	1827
Instructional Specialist	23	CEASMC	Non-Exempt	11	212	11	223	7	1561
Instructional Technology Support	15	CEASMC	Non-Exempt	12	249	12	261	8	2088
Insurance Specialist	23	CEASMC	Non-Exempt	12	249	12	261	7	1827
Interagency Liaison	1-7	EASMC	Exempt	11	212	11	223	7	1561
JROTC Instructor I	1-7	EASMC	Exempt	11	212	11	223	7	1561
JROTC Instructor II	1-7	EASMC	Exempt	11	212	11	223	7	1561
Judy Center Early Childhood Liaison	21	CEASMC	Non-Exempt	12	249	12	261	7	1827
Judy Center Family Service Specialist	20	CEASMC	Non-Exempt	12	249	12	261	7	1827
Judy Center Program Assistant	19	CEASMC	Non-Exempt	12	249	12	261	7	1827
Judy Center Specialist	23	CEASMC	Non-Exempt	12	249	12	261	7	1827
Junior Accountant	21	CEASMC	Non-Exempt	12	249	12	261	7	1827
Licensed Practical Nurse	17	CEASMC	Non-Exempt	10	190	11	201	7	1407
Maintenance Team Leader	17	CEASMC	Non-Exempt	12	249	12	261	8	2088
Maintenance Trades I	6	CEASMC	Non-Exempt	12	249	12	261	8	2088
Maintenance Trades II	8	CEASMC	Non-Exempt	12	249	12	261	8	2088
Maintenance Trades III	12	CEASMC	Non-Exempt	12	249	12	261	8	2088
Maintenance Trades IV	14	CEASMC	Non-Exempt	12	249	12	261	8	2088
Maintenance/Operations Foreman	20	CEASMC	Non-Exempt	12	249	12	261	8	2088
Media Clerk (10 month)	10	CEASMC	Non-Exempt	10	190	11	201	7	1407
Media Production Coordinator	31	CEASMC	Exempt	12	249	12	261	7	1827
Media Specialist	1-7	EASMC	Exempt	10	190	11	201	7	1407
Network Coordinator	34	CEASMC	Exempt	12	249	12	261	7	1827
Occupational Therapist	1-7	EASMC	Exempt	10	190	11	201	7	1407
Office Manager	23	CEASMC	Non-Exempt	12	249	12	261	7	1827
Operations Coordinator II	C	SMASA	Exempt	12	249	12	261	7	1827
Paraeducator I	5	CEASMC	Non-Exempt	10	190	11	201	7	1407
Child Development Senior Staff	5	CEASMC	Non-Exempt	10	190	11	201	7	1407
In-School Intervention Center Monitor	5	CEASMC	Non-Exempt	10	190	11	201	7	1407
Instructional	5	CEASMC	Non-Exempt	10	190	11	201	7	1407
Judy Center Preschool	5	CEASMC	Non-Exempt	10	190	11	201	7	1407
Kindergarten	5	CEASMC	Non-Exempt	10	190	11	201	7	1407
Pre-Kindergarten	5	CEASMC	Non-Exempt	10	190	11	201	7	1407
Special Education	5	CEASMC	Non-Exempt	10	190	11	201	7	1407
Paraeducator II (highly qualified)	7	CEASMC	Non-Exempt	10	190	11	201	7	1407
Child Development Senior Staff	7	CEASMC	Non-Exempt	10	190	11	201	7	1407
Head Start	7	CEASMC	Non-Exempt	10	190	11	201	7	1407

Title	Range	Salary Schedule	Exempt or Non-Exempt	Months Worked	Work Days	Holidays	Total Duty Days	Hours Per Day	Hours Per Year
In-School Intervention Center Monitor	7	CEASMC	Non-Exempt	10	190	11	201	7	1407
Instructional	7	CEASMC	Non-Exempt	10	190	11	201	7	1407
Judy Center Preschool	7	CEASMC	Non-Exempt	10	190	11	201	7	1407
Kindergarten	7	CEASMC	Non-Exempt	10	190	11	201	7	1407
Pre-Kindergarten	7	CEASMC	Non-Exempt	10	190	11	201	7	1407
Special Education	7	CEASMC	Non-Exempt	10	190	11	201	7	1407
Parent Liaison	17	CEASMC	Non-Exempt	10	190	11	201	7	1407
Payroll Specialist	23	CEASMC	Non-Exempt	12	249	12	261	7	1827
Physical Therapist	1-7	EASMC	Exempt	10	190	11	201	7	1407
Physical Therapy Assistant	23	CEASMC	Non-Exempt	10	190	11	201	7	1407
Principal – High School	H	SMASA	Exempt	12	249	12	261	7	1827
Principal I – Elementary School	F	SMASA	Exempt	12	249	12	261	7	1827
Principal – Middle School	G	SMASA	Exempt	12	249	12	261	7	1827
Principal II – Elementary School	G	SMASA	Exempt	12	249	12	261	7	1827
Print Shop Clerk	10	CEASMC	Non-Exempt	12	249	12	261	7	1827
Print Shop Operator	20	CEASMC	Non-Exempt	12	249	12	261	7	1827
Procurement Coordinator I	B	SMASA	Exempt	12	249	12	261	7	1827
Program Assistant I	17	CEASMC	Non-Exempt	12	249	12	261	7	1827
Program Assistant II	19	CEASMC	Non-Exempt	12	249	12	261	7	1827
Program Manager	21	CEASMC	Non-Exempt	12	249	12	261	7	1827
Program Manager (10 month)	21	CEASMC	Non-Exempt	10	190	11	201	7	1407
Programmer/Analyst	31	CEASMC	Exempt	12	249	12	261	7	1827
Programmer/Data Base Administrator	34	CEASMC	Exempt	12	249	12	261	7	1827
Project Coordinator I	29	CEASMC	Exempt	12	249	12	261	7	1827
Project Coordinator II	32	CEASMC	Exempt	12	249	12	261	7	1827
Pupil Personnel Worker (10 month)	1-7	EASMC	Exempt	10	190	11	201	7	1407
Pupil Personnel Worker (11 month)	1-7	EASMC	Exempt	11	212	11	223	7	1561
Pupil Personnel Worker (12 month)	1-7	EASMC	Exempt	12	249	12	261	7	1827
Purchasing Buyer I	19	CEASMC	Non-Exempt	12	249	12	261	7	1827
Purchasing Specialist	16	CEASMC	Non-Exempt	12	249	12	261	7	1827
Registered Nurses (10 month)	1-7	EASMC	Exempt	10	190	11	201	7	1407
Registrar	13	CEASMC	Non-Exempt	12	249	12	261	7	1827
Safety & Security Team Leaders	15	CEASMC	Non-Exempt	11	212	11	223	7	1561
Safety and Security Assistant	7	CEASMC	Non-Exempt	10	190	11	201	7	1407
School Bus Attendant	1	CEASMC	Non-Exempt	10	181	11	192	7	1344
School Bus Driver	7	CEASMC	Non-Exempt	10	181	11	192	7	1344
School Counselor	1-7	EASMC	Exempt	10	190	11	201	7	1407
School Psychologist (10 month)	1-7	EASMC	Exempt	10	190	11	201	7	1407
School Psychologist (11 month)	1-7	EASMC	Exempt	11	212	11	223	7	1561
Secretary I (11 month)	10	CEASMC	Non-Exempt	11	212	11	223	7	1561
Secretary I (12 month)	10	CEASMC	Non-Exempt	12	249	12	261	7	1827
Secretary II	13	CEASMC	Non-Exempt	12	249	12	261	7	1827

Title	Range	Salary Schedule	Exempt or Non-Exempt	Months Worked	Work Days	Holidays	Total Duty Days	Hours Per Day	Hours Per Year
Secretary to the Principal	15	CEASMC	Non-Exempt	12	249	12	261	7	1827
Security Specialist	21	CEASMC	Non-Exempt	12	249	12	261	7	1827
Sign Language Interpreter	23	CEASMC	Non-Exempt	10	190	11	201	7	1407
Speech Pathologists	1-7	EASMC	Exempt	10	190	11	201	7	1407
Supervisor of Accounting, Auditing, & Procurement	E	SMASA	Exempt	12	249	12	261	7	1827
Supervisor of Assessments	E	SMASA	Exempt	12	249	12	261	7	1827
Supervisor of Health, Home, & Hospital Teaching	E	SMASA	Exempt	12	249	12	261	7	1827
Supervisor of Human Resources	E	SMASA	Exempt	12	249	12	261	7	1827
Supervisor of Instruction	E	SMASA	Exempt	12	249	12	261	7	1827
Supervisor of School Counselors	E	SMASA	Exempt	12	249	12	261	7	1827
Supervisor of Special Education	E	SMASA	Exempt	12	249	12	261	7	1827
Supervisor of Student Services	E	SMASA	Exempt	12	249	12	261	7	1827
Supervisor of Title I Family, Student & Staff Engagement	E	SMASA	Exempt	12	249	12	261	7	1827
Teacher (10 month)	1-7	EASMC	Exempt	10	190	11	201	7	1407
Teacher (11 month)	1-7	EASMC	Exempt	11	212	11	223	7	1561
Teacher (12 month)	1-7	EASMC	Exempt	12	249	12	261	7	1827
Transportation Specialist I	19	CEASMC	Non-Exempt	12	249	12	261	7	1827
Transportation Specialist II	22	CEASMC	Non-Exempt	12	249	12	261	7	1827
Vocation Evaluator	1-7	EASMC	Exempt	10	190	11	201	7	1407
Warehouse Manager	9	CEASMC	Non-Exempt	12	249	12	261	8	2088
Wastewater/Building Service Operator	14	CEASMC	Non-Exempt	12	249	12	261	8	2088
Work Order Specialist	17	CEASMC	Non-Exempt	12	249	12	261	7	1827

Appendix B

EASMC Salary Scales

**SALARY SCHEDULE #1
EASMC 10-MONTH EMPLOYEES**

E07 SCHEDULE

Step	Step	Range							
		1	2	3	4	5	6	7	8
CERTIFICATED	CERTIFICATED	Provisional Certificate	Standard Professional Certificate	1) Master's Degree and SPC or 2) APC	1) Master's Degree and APC or 2) APC Plus 6 Approved Credit Hours	1) Master's Degree and APC Plus 15 Approved Credit Hours or 2) APC Plus 21 Approved Credit Hours	1) Master's Degree and APC Plus 30 Approved Credit Hours or 2) APC Plus 36 Approved Credit Hours	1) Master's Degree and APC Plus 45 Approved Credit Hours or 2) APC Plus 51 Approved Credit Hours	Doctorate Degree
LICENSED	LICENSED	Associate's Degree Hospital Base	Bachelor's Degree BSN	Master's Degree	Master's Degree Plus 6 Approved Credits	Master's Degree Plus 15 Approved Credits	Master's Degree Plus 30 Approved Credits	Master's Degree Plus 45 Approved Credits	Doctorate Degree
1	A	\$42,000	\$46,500	\$48,360	\$50,294	\$52,306	\$54,398	\$56,574	+ \$3,000
2	B	\$43,050	\$47,663	\$49,569	\$51,552	\$53,614	\$55,758	\$57,989	+ \$3,000
3	C	\$44,126	\$48,854	\$50,808	\$52,841	\$54,954	\$57,152	\$59,438	+ \$3,000
4	D	\$45,229	\$50,075	\$52,078	\$54,162	\$56,328	\$58,581	\$60,924	+ \$3,000
5	E	\$46,360	\$51,327	\$53,380	\$55,516	\$57,736	\$60,046	\$62,448	+ \$3,000
6	F	\$47,519	\$52,610	\$54,715	\$56,903	\$59,180	\$61,547	\$64,009	+ \$3,000
7	G	\$48,707	\$53,926	\$56,083	\$58,326	\$60,659	\$63,085	\$65,609	+ \$3,000
8	H	\$49,925	\$55,274	\$57,485	\$59,784	\$62,176	\$64,663	\$67,249	+ \$3,000
9	I	\$52,452	\$56,656	\$58,922	\$61,279	\$63,730	\$66,279	\$68,930	+ \$3,000
10	J	\$52,452	\$58,072	\$60,395	\$62,811	\$65,323	\$67,936	\$70,654	+ \$3,000
11	K	\$52,452	\$59,524	\$61,905	\$64,381	\$66,956	\$69,635	\$72,420	+ \$3,000
12	L	\$52,452	\$61,012	\$63,453	\$65,991	\$68,630	\$71,375	\$74,230	+ \$3,000
13	M	\$52,452	\$62,537	\$65,039	\$67,640	\$70,346	\$73,160	\$76,086	+ \$3,000
14	N	\$52,452	\$64,101	\$66,665	\$69,331	\$72,105	\$74,989	\$77,988	+ \$3,000
15	O	\$52,452	\$65,703	\$68,331	\$71,065	\$73,907	\$76,864	\$79,938	+ \$3,000
16	P	\$52,452	\$67,346	\$70,040	\$72,841	\$75,755	\$78,785	\$81,937	+ \$3,000
17	Q	\$52,452	\$69,030	\$71,791	\$74,662	\$77,649	\$80,755	\$83,985	+ \$3,000
18	R	\$52,452	\$70,755	\$73,585	\$76,529	\$79,590	\$82,774	\$86,085	+ \$3,000
19	S	\$52,452	\$72,524	\$75,425	\$78,442	\$81,580	\$84,843	\$88,237	+ \$3,000
20	T	\$52,452	\$74,337	\$77,311	\$80,403	\$83,619	\$86,964	\$90,443	+ \$3,000

**SALARY SCHEDULE #2
EASMC 11-MONTH EMPLOYEES**

E17 SCHEDULE

Step	Step	Range							
		1	2	3	4	5	6	7	8
CERTIFICATED	CERTIFICATED	Provisional Certificate	Standard Professional Certificate	1) Master's Degree and SPC or 2) APC	1) Master's Degree and APC or 2) APC Plus 6 Approved Credit Hours	1) Master's Degree and APC Plus 15 Approved Credit Hours or 2) APC Plus 21 Approved Credit Hours	1) Master's Degree and APC Plus 30 Approved Credit Hours or 2) APC Plus 36 Approved Credit Hours	1) Master's Degree and APC Plus 45 Approved Credit Hours or 2) APC Plus 51 Approved Credit Hours	Doctorate Degree
LICENSED	LICENSED	Associate's Degree Hospital Base	Bachelor's Degree BSN	Master's Degree	Master's Degree Plus 6 Approved Credits	Master's Degree Plus 15 Approved Credits	Master's Degree Plus 30 Approved Credits	Master's Degree Plus 45 Approved Credits	Doctorate Degree
1	A	\$46,200	\$51,150	\$53,196	\$55,324	\$57,537	\$59,838	\$62,232	+ \$3,000
2	B	\$47,355	\$52,429	\$54,526	\$56,707	\$58,975	\$61,334	\$63,788	+ \$3,000
3	C	\$48,539	\$53,739	\$55,889	\$58,125	\$60,450	\$62,868	\$65,382	+ \$3,000
4	D	\$49,752	\$55,083	\$57,286	\$59,578	\$61,961	\$64,439	\$67,017	+ \$3,000
5	E	\$50,996	\$56,460	\$58,718	\$61,067	\$63,510	\$66,050	\$68,692	+ \$3,000
6	F	\$52,271	\$57,872	\$60,186	\$62,594	\$65,098	\$67,702	\$70,410	+ \$3,000
7	G	\$53,578	\$59,318	\$61,691	\$64,159	\$66,725	\$69,394	\$72,170	+ \$3,000
8	H	\$54,917	\$60,801	\$63,233	\$65,763	\$68,393	\$71,129	\$73,974	+ \$3,000
9	I	\$57,697	\$62,321	\$64,814	\$67,407	\$70,103	\$72,907	\$75,823	+ \$3,000
10	J	\$57,697	\$63,879	\$66,435	\$69,092	\$71,856	\$74,730	\$77,719	+ \$3,000
11	K	\$57,697	\$65,476	\$68,095	\$70,819	\$73,652	\$76,598	\$79,662	+ \$3,000
12	L	\$57,697	\$67,113	\$69,798	\$72,590	\$75,493	\$78,513	\$81,654	+ \$3,000
13	M	\$57,697	\$68,791	\$71,543	\$74,404	\$77,381	\$80,476	\$83,695	+ \$3,000
14	N	\$57,697	\$70,511	\$73,331	\$76,265	\$79,315	\$82,488	\$85,787	+ \$3,000
15	O	\$57,697	\$72,274	\$75,165	\$78,171	\$81,298	\$84,550	\$87,932	+ \$3,000
16	P	\$57,697	\$74,080	\$77,044	\$80,125	\$83,330	\$86,664	\$90,130	+ \$3,000
17	Q	\$57,697	\$75,932	\$78,970	\$82,129	\$85,414	\$88,830	\$92,383	+ \$3,000
18	R	\$57,697	\$77,831	\$80,944	\$84,182	\$87,549	\$91,051	\$94,693	+ \$3,000
19	S	\$57,697	\$79,777	\$82,968	\$86,286	\$89,738	\$93,327	\$97,060	+ \$3,000
20	T	\$57,697	\$81,771	\$85,042	\$88,443	\$91,981	\$95,660	\$99,487	+ \$3,000

**SALARY SCHEDULE #3
EASMC 12-MONTH EMPLOYEES**

E27 SCHEDULE

Step	Step	Range							
		1	2	3	4	5	6	7	8
CERTIFICATED	CERTIFICATED	Provisional Certificate	Standard Professional Certificate	1) Master's Degree and SPC or 2) APC	1) Master's Degree and APC or 2) APC Plus 6 Approved Credit Hours	1) Master's Degree and APC Plus 15 Approved Credit Hours or 2) APC Plus 21 Approved Credit Hours	1) Master's Degree and APC Plus 30 Approved Credit Hours or 2) APC Plus 36 Approved Credit Hours	1) Master's Degree and APC Plus 45 Approved Credit Hours or 2) APC Plus 51 Approved Credit Hours	Doctorate Degree
LICENSED	LICENSED	Associate's Degree Hospital Base	Bachelor's Degree BSN	Master's Degree	Master's Degree Plus 6 Approved Credits	Master's Degree Plus 15 Approved Credits	Master's Degree Plus 30 Approved Credits	Master's Degree Plus 45 Approved Credits	Doctorate Degree
1	A	\$50,400	\$55,800	\$58,032	\$60,353	\$62,767	\$65,278	\$67,889	+ \$3,000
2	B	\$51,660	\$57,195	\$59,483	\$61,862	\$64,337	\$66,910	\$69,586	+ \$3,000
3	C	\$52,952	\$58,625	\$60,970	\$63,409	\$65,945	\$68,583	\$71,326	+ \$3,000
4	D	\$54,275	\$60,090	\$62,494	\$64,994	\$67,594	\$70,297	\$73,109	+ \$3,000
5	E	\$55,632	\$61,593	\$64,056	\$66,619	\$69,283	\$72,055	\$74,937	+ \$3,000
6	F	\$57,023	\$63,133	\$65,658	\$68,284	\$71,016	\$73,856	\$76,810	+ \$3,000
7	G	\$58,449	\$64,711	\$67,299	\$69,991	\$72,791	\$75,703	\$78,731	+ \$3,000
8	H	\$59,910	\$66,329	\$68,982	\$71,741	\$74,611	\$77,595	\$80,699	+ \$3,000
9	I	\$62,943	\$67,987	\$70,706	\$73,535	\$76,476	\$79,535	\$82,716	+ \$3,000
10	J	\$62,943	\$69,687	\$72,474	\$75,373	\$78,388	\$81,523	\$84,784	+ \$3,000
11	K	\$62,943	\$71,429	\$74,286	\$77,257	\$80,348	\$83,561	\$86,904	+ \$3,000
12	L	\$62,943	\$73,214	\$76,143	\$79,189	\$82,356	\$85,651	\$89,077	+ \$3,000
13	M	\$62,943	\$75,045	\$78,047	\$81,168	\$84,415	\$87,792	\$91,303	+ \$3,000
14	N	\$62,943	\$76,921	\$79,998	\$83,198	\$86,526	\$89,987	\$93,586	+ \$3,000
15	O	\$62,943	\$78,844	\$81,998	\$85,278	\$88,689	\$92,236	\$95,926	+ \$3,000
16	P	\$62,943	\$80,815	\$84,048	\$87,410	\$90,906	\$94,542	\$98,324	+ \$3,000
17	Q	\$62,943	\$82,835	\$86,149	\$89,595	\$93,179	\$96,906	\$100,782	+ \$3,000
18	R	\$62,943	\$84,906	\$88,303	\$91,835	\$95,508	\$99,328	\$103,301	+ \$3,000
19	S	\$62,943	\$87,029	\$90,510	\$94,131	\$97,896	\$101,812	\$105,884	+ \$3,000
20	T	\$62,943	\$89,205	\$92,773	\$96,484	\$100,343	\$104,357	\$108,531	+ \$3,000

Temporary Adjusted Placement of New Hires on EASMC Salary Scales

Employees hired on or promoted to the EASMC salary scale by the Board of Education between July 1, 2016 and June 30, 2020, will be credited with verified related previous experience (as determined by the Board of Education) and placed on the appropriate step on the EASMC 10-, 11-, or 12-month salary scale in this appendix, as outlined below.

Years of Verified Related Previous Experience	Step Placement on the EASMC Salary Scale
0-2	A
3	B
4	C
5	D
6	E
7	F
8	G
9	H
10	I
11	J
12	K
13	L
14	M
15	N
16-17	O
18-19	P
20-22	Q
23-24	R
25-27	S
28-30+	T

Example: A teacher who has completed six years of teaching experience prior to coming to SMCPS would be placed on Step E of the EASMC salary scales.

Appendix C

Extra Pay for Extra Duty Payment Schedule

EPED Position	Points	1 – 3 Yrs	4 – 6 Yrs	7 – 9 Yrs	10+ Yrs
Academic Competition Coordinator - E.S./M.S. (1)	4	\$820	\$840	\$860	\$880
Auditorium Coordinator	6	\$1,230	\$1,260	\$1,290	\$1,320
Band Programs & Competitions - H.S. (1)	14	\$2,870	\$2,940	\$3,010	\$3,080
Band Programs & Competitions - M.S. (1)	11	\$2,255	\$2,310	\$2,365	\$2,420
Baseball Assistant Coach (3)	6	\$1,230	\$1,260	\$1,290	\$1,320
Baseball Coach (1)	10	\$2,050	\$2,100	\$2,150	\$2,200
Basketball Assistant Coach (4)	6.6	\$1,353	\$1,386	\$1,419	\$1,452
Basketball Coach (2)	11	\$2,255	\$2,310	\$2,365	\$2,420
Basketball Freshman Coach Winter (1)	6.6	\$1,353	\$1,386	\$1,419	\$1,452
Best Buddies - H.S. (2)	5	\$1,025	\$1,050	\$1,075	\$1,100
Bocce Ball Head Coach - Corollary Sports Program (Spring) (1)	3.5	717.50	n/a	n/a	n/a
Bocce Ball Assistant Coach - Corollary Sports Program (Spring) (1)	3	\$615	\$630	\$645	\$660
Bowling Head Coach- Corollary Sports Program (Winter) (1)	3.5	\$717.50	n/a	n/a	n/a
Bowling Assistant Coach- Corollary Sports Program (Winter) (1)	3	\$615	\$630	\$645	\$660
Cheerleaders (Fall) Assistant Coach (1)	5.9	\$1,210	\$1,239	\$1,269	\$1,298
Cheerleaders (Fall) Coach (1)	9	\$1,845	\$1,890	\$1,935	\$1,980
Cheerleaders (Fall) Freshman Coach (1)	5.9	\$1,210	\$1,239	\$1,269	\$1,298
Cheerleaders (Winter) Assistant Coach (1)	5.9	\$1,210	\$1,239	\$1,269	\$1,298
Cheerleaders (Winter) Freshman Coach (1)	5.9	\$1,210	\$1,239	\$1,269	\$1,298
Cheerleaders (Winter) Coach (1)	9	\$1,845	\$1,890	\$1,935	\$1,980
Chorus Director - Chorus Programs & Competitions - H.S. (1)	11	\$2,255	\$2,310	\$2,365	\$2,420
Chorus Director - Chorus Programs & Competitions - M.S. (1)	10	\$2,050	\$2,100	\$2,150	\$2,200
Class Sponsor, 11th and 12th Grades (2)	10	\$2,050	\$2,100	\$2,150	\$2,200
Class Sponsor, 9th and 10th Grades (2)	10	\$2,050	\$2,100	\$2,150	\$2,200
Cross Country Assistant Coach (2)	6	\$1,230	\$1,260	\$1,290	\$1,320
Cross Country Coach (1)	9	\$1,845	\$1,890	\$1,935	\$1,980
Cycling Coach - Corollary Sports Program (1)	3.5	717.50	n/a	n/a	n/a
Cycling Assistant Coach - Corollary Sports Program (1)	3	\$615	\$630	\$645	\$660
DECA Sponsor - H.S. (1)	5	\$1,025	\$1,050	\$1,075	\$1,100
Destination Imagination - E.S./M.S.	7	\$1,445	n/a	n/a	n/a
Drama Director - M.S. (1)	5	\$1,025	\$1,050	\$1,075	\$1,100
Event Chef - JFCTC (1)	9	\$1,845	\$1,890	\$1,935	\$1,980
Environthon Sponsor - H.S. (1)	5	\$1,025	\$1,050	\$1,075	\$1,100
FBLA Sponsor - M.S. (1)	7	\$1,435	\$1,470	\$1,505	\$1,540
FBLA Sponsor - H.S. (1)	8	\$1,640	\$1,680	\$1,720	\$1,760
Field Hockey Assistant Coach (2)	6	\$1,230	\$1,260	\$1,290	\$1,320
Field Hockey Coach (1)	10	\$2,050	\$2,100	\$2,150	\$2,200
Flags/Majorettes Sponsor (1)	7	\$1,435	\$1,470	\$1,505	\$1,540
Football Assistant Coach (5)	7.2	\$1,476	\$1,512	\$1,548	\$1,584
Football Coach (1)	12	\$2,460	\$2,520	\$2,580	\$2,640
Foreign Language Club Sponsor - H.S. (1)	7	\$1,435	\$1,470	\$1,505	\$1,540

EPED Position	Points	1 – 3 Yrs	4 – 6 Yrs	7 – 9 Yrs	10+ Yrs
Future Educators - H.S. (1)	5	\$1,025	\$1,050	\$1,075	\$1,100
Future Educators - M.S. (1)	4	\$820	\$840	\$860	\$880
Future Farmers of America (FFA) - JFCTC (1)	6	\$1,230	\$1,260	\$1,290	\$1,320
Future Homemakers of America Sponsor (1)	5	\$1,025	\$1,050	\$1,075	\$1,100
Golf Coach (1)	7	\$1,435	\$1,470	\$1,505	\$1,540
Indoor Track (1)	8	\$1,640	\$1,680	\$1,720	\$1,760
Indoor Track, Assistant Coach (2)	6	\$1,230	\$1,260	\$1,290	\$1,320
Intramural Coach - M.S. (12)	4	\$820	\$840	\$860	\$880
JROTC Drill Team Assistant Coach - H.S. (1)	7	\$1,435	\$1,470	\$1,505	\$1,540
JROTC Drill Team Head Coach - H.S. (1)	8	\$1,640	\$1,680	\$1,720	\$1,760
Lacrosse Assistant Coach (4)	6	\$1,230	\$1,260	\$1,290	\$1,320
Marching Band Programs & Competitions - H.S. (1)	14	\$2,870	\$2,940	\$3,010	\$3,080
MESA Sponsor - H.S. (1)	5	\$1,025	\$1,050	\$1,075	\$1,100
MESA Sponsor - M.S. (1)	4	\$820	\$840	\$860	\$880
MGA/MUN Sponsor - H.S.(1)	6	\$1,230	\$1,260	\$1,290	\$1,320
Mock Trial Sponsor - H.S.(1)	6	\$1,230	\$1,260	\$1,290	\$1,320
Music Programs & Competitions Elementary (1)	5	\$1,025	\$1,050	\$1,075	\$1,100
Musical Programs & Competitions High School (1)	9	\$1,845	\$1,890	\$1,935	\$1,980
Music Programs & Competitions, Middle School (1)	7	\$1,435	\$1,470	\$1,505	\$1,540
Musical Pit Coordinator - H.S. (1)	4	\$820	\$840	\$860	\$880
Musical Rehearsal Pianist/Vocal Director - H.S. (1)	6	\$1,230	\$1,260	\$1,290	\$1,320
National Honor Society Advisor - H.S.(1)	9	\$1,845	\$1,890	\$1,935	\$1,980
National Jr. Honor Society Advisor - M.S. (1)	5	\$1,025	\$1,050	\$1,075	\$1,100
Newspaper Advisor (1) - JFCTC	6	\$1,230	\$1,260	\$1,290	\$1,320
Newspaper Sponsor - H.S. (1)	6	\$1,230	\$1,260	\$1,290	\$1,320
Ninth Grade Scholars Sponsor (1)	5	\$1,025	\$1,050	\$1,075	\$1,100
Orchestra Director - H.S. (1)	11	\$2,255	\$2,310	\$2,365	\$2,420
Orchestra Director - M.S. (1)	10	\$2,050	\$2,100	\$2,150	\$2,200
Orchestra Director, Multi-Level - H.S. (1)	11	\$2,255	\$2,310	\$2,365	\$2,420
Peer Mediator Sponsor - H.S. (1)	2	\$410	\$420	\$430	\$440
Physics Olympic Team Sponsor - H.S. (1)	4	\$820	\$840	\$860	\$880
Pom Pons Coach - H.S. (1)	7	\$1,435	\$1,470	\$1,505	\$1,540
Robotics Team Advisor - JFCTC/GMHS (1)	11	\$2,255	\$2,310	\$2,365	\$2,420
SGA/SCA Sponsor - H.S. (1)	14	\$2,870	\$2,940	\$3,010	\$3,080
Science Fair Club Sponsor - M.S./H.S. (1)	5	\$1,025	\$1,050	\$1,075	\$1,100
SkillsUSA Advisor - JFCTC (2)	12	\$2,460	\$2,520	\$2,580	\$2,640
Soccer Assistant Coach (4)	6	\$1,230	\$1,260	\$1,290	\$1,320
Soccer Coach (2)	10	\$2,050	\$2,100	\$2,150	\$2,200
Softball Coach (1)	10	\$2,050	\$2,100	\$2,150	\$2,200
Strength and Conditioning Coach- (Fall) (1)	9	\$1,845	\$1,890	\$1,935	\$1,980
Strength and Conditioning Coach- (Winter) (1)	9	\$1,845	\$1,890	\$1,935	\$1,980

EPED Position	Points	1 – 3 Yrs	4 – 6 Yrs	7 – 9 Yrs	10+ Yrs
Student Council Sponsor - M.S. (1)	5	\$1,025	\$1,050	\$1,075	\$1,100
Swimming Assistant Coach (1)	5	\$1,025	\$1,050	\$1,075	\$1,100
Swimming Coach (1)	7	\$1,435	\$1,470	\$1,505	\$1,540
Tennis Assistant Coach (1)	6	\$1,230	\$1,260	\$1,290	\$1,320
Tennis Coach (1)	9	\$1,845	\$1,890	\$1,935	\$1,980
Theatre Programs & Competitions	10	\$2,050	\$2,100	\$2,150	\$2,200
Theatre Programs & Competitions, Assistant Director - H.S.	6	\$1,230	\$1,260	\$1,290	\$1,320
Track Assistant Coach (4)	6	\$1,230	\$1,260	\$1,290	\$1,320
Track Coach (2)	10	\$2,050	\$2,100	\$2,150	\$2,200
Tutoring Our Peers (T.O.P.) Sponsor - H.S. (1)	3	\$615	\$630	\$645	\$660
Volleyball Assistant Coach (1)	6	\$1,230	\$1,260	\$1,290	\$1,320
Volleyball Coach (1)	10	\$2,050	\$2,100	\$2,150	\$2,200
Wrestling Assistant Coach (1)	6.6	\$1,353	\$1,386	\$1,419	\$1,452
Wrestling Coach (1)	11	\$2,255	\$2,310	\$2,365	\$2,420
Yearbook Advisor - H.S. (1)	6	\$1,230	\$1,260	\$1,290	\$1,320
Yearbook Advisor - M.S. (1)	4	\$820	\$840	\$860	\$880
Year Book Advisor - E.S. (1)	3	\$615	\$630	\$645	\$660

Appendix D

**CEASMC, EASMC, SMASA, and SMCPS Joint
Sick Leave Bank and Exchange
Operational Guidelines**



Joint Sick Leave Bank and Exchange Operational Guidelines

(Revised, Approved, and Adopted – June 8, 2016)

1. HISTORY AND MAINTENANCE

A Joint Sick Leave Bank for employees was jointly established by representatives of St. Mary's County Public Schools (SMCPS), the Education Association of St. Mary's County (EASMC), and the Collective Education of St. Mary's County (CEASMC) as a result of collective bargaining for the 2002-2003 negotiated agreements.

Through collective bargaining for the 2015-2016 negotiated agreements, CEASMC, EASMC, SMASA, and SMCPS agreed to enhance the Sick Leave Bank by adding an option to exchange sick leave among bank members, resulting in the current Joint Sick Leave Bank and Exchange. The exchange will be implemented during the 2015-2016 school year beginning with open enrollment during the month of September 2015. Requests for eligibility to receive sick leave allocations through the exchange will be approved by the current Joint Sick Leave Bank and Exchange Approval Committee.

The Joint Sick Leave Bank and Exchange Steering Committee includes the Joint Sick Leave Bank and Exchange Approval Committee; the CEASMC, EASMC, and SMASA Presidents; one SMCPS chief negotiator; one Maryland State Education Association (MSEA) UniServ Director representing EASMC/CEASMC; and one MSEA UniServ Director representing SMASA. The steering committee will meet no less than annually for a Joint Sick Leave Bank and Exchange Procedural Review. If the SMCPS chief negotiator is not a current SMCPS employee, then SMCPS will appoint a designee to participate in the annual review in place of the SMCPS chief negotiator. The purpose of the meeting will be to review Joint Sick Leave Bank and Exchange guidelines and update them if deemed necessary by the majority of the review attendees.

The latest approved operational guidelines will be available on the SMCPS, CEASMC, EASMC, and SMASA web sites, and in the appendices of the CEASMC, EASMC, and SMASA negotiated agreements. Employees desiring to apply for Joint Sick Leave Bank and Exchange benefits should request an SMCPS Joint Sick Leave Bank and Exchange Request and Waiver of Medical Records form from the SMCPS Department of Human Resources.

2. MEMBERSHIP

2.1 Membership Eligibility

Participation in the Joint Sick Leave Bank and Exchange is on a voluntary basis. Joint Sick Leave Bank and Exchange benefits are available to all SMCPS employees who are eligible to earn leave and have an accrued leave balance (consisting of sick, personal or annual leave) of at least ten (10) days, with a minimum of five (5) days of accrued sick leave. Pre-allocated leave, acquired hours and compensatory time will not be considered for purposes of membership eligibility. New employees may elect to enroll in the Joint Sick Leave Bank and Exchange within 30 calendar days of initial employment (if they have at least one day of sick leave to donate, regardless of their date of employment) or during the open enrollment held annually from August 15 – September 15.

The purpose of the Joint Sick Leave Bank and Exchange is to allow continuation of salary and benefits for the employee. The Joint Sick Leave Bank and Exchange operates independently, and is not governed by and does not

impact the employee's rights under the Family and Medical Leave Act (FMLA). The use of leave allocated under the Joint Sick Leave Bank and Exchange does not guarantee that an employee will maintain his or her position.

2.2 Membership Enrollment

Employees may elect to enroll in the Joint Sick Leave Bank and Exchange within 30 calendar days of initial employment or during the open enrollment in September. Employees returning from a leave of absence in the following school year who were not previously members of the Joint Sick Leave Bank and Exchange may enroll within 30 days of their date of return. SMCPs will indicate on each employee's personal pay statement whether or not that employee is a member of the Joint Sick Leave Bank and Exchange.

2.3 Required Leave Contributions for Members

In order to participate in the Joint Sick Leave Bank and Exchange, an employee must contribute one day of sick leave to the bank. In order to remain a member, an employee must contribute an additional day of sick leave to the bank each time there is a replenishment request (see Paragraph 7.2, Ongoing Donations, below). Donated sick leave will not be returned. All members who utilize Sick Leave Bank benefits in a given year will be required to donate one day back to the bank from the sick days they are granted in the following school year.

2.4 Membership Cancellation

Members may cancel membership in or opt out of the Joint Sick Leave Bank and Exchange by sending a written notice to the Department of Human Resources or by choosing not to donate another day during a replenishment request.

3. **SICK LEAVE BANK BENEFITS**

3.1 Sick Leave Bank Benefits Waiting Period

Employees who have been employed by SMCPs for a year or more must be enrolled in the Joint Sick Leave Bank and Exchange for a period of three months prior to receiving Sick Leave Bank benefits. Employees who have been employed by SMCPs for less than a year are exempt from the three-month waiting period requirement.

3.2 Sick Leave Bank Benefits Eligibility

Sick Leave Bank days may be awarded to Joint Sick Leave Bank and Exchange members for use on regularly scheduled duty days for temporarily incapacitating and debilitating personal illness, injury, or quarantine **of the member** that is not likely to result in permanent disability of that employee. In order to be eligible for sick leave bank benefits, a member must qualify for approved leave under personal illness.

The purpose of the Joint Sick Leave Bank and Exchange is to allow continuation of salary and benefits for the employee. The Joint Sick Leave Bank and Exchange operates independently, and is not governed by and does not impact the employee's rights under the FMLA. The use of leave allocated under the Joint Sick Leave Bank and Exchange does not guarantee that an employee will maintain his or her position.

3.3 Sick Leave Bank Benefit Exclusions

Exclusions from Sick Leave Bank benefits include but are not limited to the following.

- a. Any illness, injury, or quarantine of anyone other than the Joint Sick Leave Bank and Exchange member.
- b. Any employee eligible for Worker's Compensation is not eligible for Sick Leave Bank benefits.
- c. Once an employee is eligible for disability retirement, all Joint Sick Leave Bank and Exchange benefits will cease.
- d. An employee who at the time of Joint Sick Leave Bank and Exchange application is on an approved leave of absence, suspended, or terminated from SMCPs is not eligible for Joint Sick Leave Bank and Exchange benefits.
- e. Normal pregnancies and childbirth are not considered eligible reasons for Sick Leave Bank benefits.
- f. Members with available accumulated leave (Examples: sick, personal, annual, compensatory time, etc.) are not eligible for Joint Sick Leave Bank and Exchange benefits. Members must use all accumulated leave (Examples: sick, personal, annual, compensatory time, etc.) before being eligible for awards from the bank. **Members eligible for direct sick leave exchange from other employees must exhaust those options first. (Refer to the appropriate negotiated agreement: CEASMC Article 8.3, d, 1, 5th bullet – EASMC Article VIII, C, 1, a, 5 – SMASA Article VIII, C, 1 and Article VIII, C, 1, a, 5.)**
- g. Donated Sick Leave Bank days granted in one school year cannot be carried over and used in a subsequent school year. Unused Sick Leave Bank days will be returned to the bank.

- h. A member who is receiving benefits from the Joint Sick Leave Bank and Exchange may not work secondary employment. A member who is receiving benefits from the Joint Sick Leave Bank and Exchange may not perform actions contrary to the limitations set forth in the medical documentation provided in the application and supporting documents. To do so may result in disciplinary action, immediate termination of Joint Sick Leave Bank and Exchange benefits, and/or revocation of any previously granted days.

3.4 Leave Limits

The maximum number of Sick Leave Bank days available per employee per school year is 60 days with a maximum of no more than 120 days in any five-year period. Leave donations for other than full-time members will be proportionate to the hours worked of the individual requesting leave. Utilization will conform to the appropriate negotiated agreements. Total salary and Joint Sick Leave Bank and Exchange benefits shall not exceed a member's annual SMCPS salary.

4. **SICK LEAVE EXCHANGE BENEFITS**

4.1 Sick Leave Exchange Benefits Waiting Period

Excluding the requirement to utilize any available leave to the employee, there is no waiting period to request Sick Leave Exchange benefits.

4.2 Sick Leave Exchange Benefits Eligibility

Sick Leave Exchange days may be awarded to Joint Sick Leave Bank and Exchange members for use on regularly scheduled duty days for (1) temporarily incapacitating and debilitating personal illness, injury, or quarantine **of the member** that is not likely to result in permanent disability of that employee or (2) to allow the member to care for an immediate family member (adopted, foster, or natural child, grandchild, parent, brother, sister, spouse/life partner, or anyone who has lived regularly in the household) facing temporarily incapacitating and debilitating personal illness, injury, or quarantine. In order to be eligible for Sick Leave Bank benefits, a member must qualify for approved leave under personal illness.

The purpose of the Joint Sick Leave Bank and Exchange is to allow continuation of salary and benefits for the employee. The Joint Sick Leave Bank and Exchange operates independently, and is not governed by and does not impact the employee's rights under the FMLA. The use of leave allocated under the Joint Sick Leave Bank and Exchange does not guarantee that an employee will maintain his or her position.

4.3 Sick Leave Exchange Benefit Exclusions

Exclusions from Sick Leave Exchange benefits include but are not limited to the following.

- a. Employees may not request Sick Leave Exchange benefits to care for anyone other than themselves or immediate family members (adopted, foster, or natural child, grandchild, parent, brother, sister, spouse/life partner, or anyone who has lived regularly in the household).
- b. Any employee eligible for Worker's Compensation is not eligible for Sick Leave Exchange benefits.
- c. Once an employee is eligible for disability retirement, all Joint Sick Leave Bank and Exchange benefits will cease.
- d. An employee who at the time of Joint Sick Leave Bank and Exchange application is on an approved leave of absence, suspended, or terminated from SMCPS is not eligible for Joint Sick Leave Bank and Exchange benefits.
- e. Members with available accumulated leave (Examples: sick, personal, annual, compensatory time, etc.) are not eligible for Joint Sick Leave Bank and Exchange benefits. Members must use all available accumulated leave (Examples: sick, personal, annual, compensatory time, etc.) before being eligible for awards from the bank. **Members eligible for direct sick leave exchange from other employees must exhaust those options first. (Refer to appropriate negotiated agreement: CEASMC Article 8.3, d, 1, 5th bullet – EASMC Article VIII, C, 1, a, 5 – SMASA Article VIII, C, 1 and Article VIII, C, 1, a, 5.)**
- f. Donated sick leave exchange days, once granted, cannot be returned to the donor and remain available to the employee for use for the purposes stated in the application form until June 30 of that year, but shall not be applied to the sick leave balance reported at time of retirement, termination or resignation. All unused Sick Leave Exchange days not utilized by the employee by June 30 for the purposes stated in the application form shall be transferred to the Sick Leave Bank.
- g. A member who is receiving benefits from the Joint Sick Leave Bank and Exchange may not work secondary employment. A member who is receiving benefits from the Joint Sick Leave Bank and

Exchange may not perform actions contrary to the limitations set forth in the medical documentation provided in the application and supporting documents. To do so may result in disciplinary action, immediate termination of Joint Sick Leave Bank and Exchange benefits. And/or revocation of any previously granted days.

4.4 Leave Limits

The maximum number of Sick Leave Exchange days available per employee per school year is 30 days if the employee has also been granted Sick Leave Bank days. The maximum number of Sick Leave Exchange days available per employee per school year is 60 days if the employee was ineligible for Sick Leave Bank days, but is eligible for Sick Leave Exchange Days. Leave donations for other than full-time members will be proportionate to the hours worked of the individual requesting leave. Utilization will conform to the appropriate negotiated agreements. Total salary and Joint Sick Leave Bank and Exchange benefits shall not exceed a member's annual SMCPs salary.

5. **APPLICATION REQUIREMENTS**

5.1 Application Timeline

When possible, all leave requests should be made within the 30 calendar days prior to the first date Joint Sick Leave Bank and Exchange usage is requested. (In extreme and unusual cases, an exception for retroactive days may be approved.)

5.2 Required Documentation

Requests for and allocation of sick leave days shall be in full day increments. A complete SMCPs Joint Sick Leave Bank and Exchange Request and Waiver of Medical Records form must be submitted prior to consideration of a request. If the request for Sick Leave Exchange is to care for an immediate family member, the family member must also sign a waiver allowing SMCPs to access medical records necessary to make a determination of benefits. Among other information, this form must include the following.

- History of the illness
- Date the illness began or that treatment was first administered
- A diagnosis and prognosis
- The physician's signature and stamp
- Any other related information that supports the benefits eligibility
- Detailed plan of treatment including any prescribed medications or therapies
- Anticipated return to work release date

5.3 Ethics

Any violation, withholding of information, or false representation of information may result in disciplinary action or termination of Joint Sick Leave Bank and Exchange benefits and may require repayment.

6. **APPLICATION REVIEW**

6.1 Joint Sick Leave Bank and Exchange Approval Committee Members

The Joint Sick Leave Bank and Exchange Approval Committee will be comprised of a representative of the Department of Human Resources, one SMASA representative appointed by the SMASA President, two EASMC representatives appointed by the EASMC President, two CEASMC representatives appointed by the CEASMC President, and one non-voting member who would be the Supervisor of Health Services or an SMCPs registered nurse. The respective organizations will submit the name of their appointees annually on July 1 to the superintendent. One of the SMCPs appointees and one of the CEASMC, EASMC, or SMASA appointees will serve as co-chairpersons, as determined by the Joint Sick Leave Bank and Exchange Committee. The respective presidents will appoint replacements. All parties recognize that due to the personal and sensitive nature of sick leave donation review, the complete confidentiality by the Joint Sick Leave Bank and Exchange Approval Committee members is essential. All correspondence pertaining to the Joint Sick Leave Bank and Exchange will be issued by the Director of Human Resources. A quorum of the committee will be four members and will be required to make official decisions relative to leave requests.

6.2 Joint Sick Leave Bank and Exchange Approval Review Process

The six-member Joint Sick Leave Bank and Exchange Approval Committee will review all applications for the donation of sick leave in accordance with the following process. The Joint Sick Leave Bank and Exchange Approval Committee will meet regularly each month to consider any complete application packages that have been received. The

Joint Sick Leave Bank and Exchange application allows a Joint Sick Leave Bank and Exchange co-chairperson or designee to contact the physician(s) who provided the necessary documentation. The committee may also confer with the SMCPS Insurance Specialist. The committee may also review and request additional documentation during the course of the eligibility period. Decision of the committee will be by consensus.

6.3 Final Decision

The Joint Sick Leave Bank and Exchange Approval Committee's decision and reason will be communicated in writing to the employee within seven business days following the decision of the Joint Sick Leave Bank and Exchange Approval Committee. The decision of the Joint Sick Leave Bank and Exchange Approval Committee is final. **There is no process to appeal a decision of the Joint Sick Leave Bank and Exchange Approval Committee.** If employees believe it would be advantageous, they may reapply with additional information within 15 days of the notice of denial for the same condition considered in the original application. If leave is granted, allocation will be equal to the normal workday of the individual requesting leave. Utilization will conform to the appropriate negotiated agreements.

7. **MAINTENANCE OF JOINT SICK LEAVE BANK AND EXCHANGE**

7.1 Initial Donations

New employees may elect to join the Joint Sick Leave Bank and Exchange within 30 calendar days of initial employment or during the open enrollment in September. Joint Sick Leave Bank and Exchange membership requires an initial donation of one sick leave day per member. To participate, current employees (those not new to SMCPS) must have at least 10 days of accrued sick leave. New Joint Sick Leave Bank and Exchange members cannot be asked to donate more than one sick leave day in their initial year of enrollment.

7.2 Ongoing Donations

When the Joint Sick Leave Bank and Exchange balance drops to 25% of the membership, then CEASMC, EASMC, SMASA and SMCPS representatives will convene to review the status of the bank and determine if a request for replenishment is necessary.

7.2.1 Replenishment

If the sick leave bank needs to be replenished, all members will be requested to donate an additional day. Members with a current sick leave balance of at least 100 days may contribute a maximum of two days during open enrollment or a request to replenish the sick leave bank. Members with a current sick leave balance of at least 200 days may contribute a maximum of three days during open enrollment or a request to replenish the sick leave bank. Members who cannot or do not donate another day during a replenishment request will be removed from Joint Sick Leave Bank and Exchange membership. A Joint Sick Leave Bank and Exchange member returning from a leave of absence has 30 days to make the required donation to maintain Joint Sick Leave Bank and Exchange membership.

7.2.2 Repayment

Members who utilized Sick Leave Bank benefits in a given year will be required to donate one day back to the bank from the new sick days they are granted by SMCPS in the following school year. Members who cannot or do not donate another day during the following year will be removed from Joint Sick Leave Bank and Exchange membership.

7.2.3 Voluntary Donations

Employees with a current sick leave balance of at least 100 days may contribute a maximum of two (2) days during open enrollment or a request to replenish the sick leave bank. Employees with a current sick leave balance of at least 200 days may contribute a maximum of three (3) days during open enrollment or a request to replenish the sick leave bank. Current Joint Sick Leave Bank and Exchange Members, at time of retirement, may contribute no more than ten days of their current sick leave balance to the sick leave bank.