



July 1, 2023
through
June 30, 2024

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

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. EASMC or Association - The Education Association of St. Mary's County (EASMC), an affiliate of the Maryland State Education Association (MSEA) and the National Education Association (NEA).
- 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. First consideration for reassignments within a school will be given to qualified candidates who have expressed an interest in writing. If the employee who requested the new assignment is not selected, then they may request to meet with the administrator where the considerations for selections will be discussed.
- 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 their certification, licensure, and/or professional status. Each certificated employee will be notified at least one year in advance of the expiration date of their 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.

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 any new or revised performance assessment tool and processes. Until this time, performance assessment will continue to be based on the current version of the established Performance Assessment System (PAS) or 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. Training completion does not mandate participation on the school crisis team.
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 or 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 28 hours, cannot be used on the one system-wide professional development day between the first day 10-month employees report and the first student day of each year, 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.

4. Nursing employees, refer to Article VIII, Section I.

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 \$30.00 per each regular class period (up to 50 minutes). This includes class periods when students from other classes are merged into the volunteering teacher's class.

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 may implement a compressed summer schedule of up to five weeks when regular school is closed for students, excluding the week of the July 4 holiday. After seeking and considering input from EASMC, the Board will announce the following summer's schedule no later than March 1st of each year so that employees can plan accordingly. The compressed summer schedule shall cease, and related language be removed and/or considered moot should other impacted

bargaining units agree to the same. The duty day of all 11- and 12-month employees scheduled to work in any resulting compressed summer schedule weeks will be extended by 25% of 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 their 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/non-tenured unit members
 - c. Tenured unit members
2. No tenured/non-probationary unit members shall be laid off until all non-tenured/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/non-probationary 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/non-probationary 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 they have 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.

I. Telework Under Exceptional Circumstances

1. The Superintendent may authorize unit members to telework under exceptional circumstances if the position for which they are currently serving in allows for

telework. Unit members requesting telework under the Americans with Disabilities Act (ADA) are to contact Human Resources directly and are separate from this language.

2. Telework during inclement weather for 12-month employees who are considered non-essential can be found in Article VIII Paragraph C.5.
3. Telework under exceptional circumstances must adhere to the following:
 - Unit members may not be approved for 100% telework or for an extended period of time.
 - Telework under exceptional circumstances may be approved for a maximum of three (3) days for a single event.
 - Employees must request, in advance and in writing to their immediate supervisor, a request to telework indicating the exceptional circumstance leading to the request. The immediate supervisor will respond to the request in writing indicating approval or denial of the request.
 - If approved for telework, the employee shall enter their telework leave request utilizing the Absence Management system. The supervisor will approve the request in the Absence Management system.
 - The employee must complete the electronic end-of-day telework report outlining their duties and activities completed during the workday. The supervisor will audit and verify the work the employee completed.

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. Employees moving to a position in another unit outside of the EASMC certificated unit shall be placed on the salary scale as identified in that unit's negotiated agreement. See Appendix G for information about employee placement on the salary scale.
- C. Eligible unit members shall receive the regular step progression as set forth in the salary scales as defined below. If, during the term of this agreement, legislation is signed into law that requires compensation greater than that negotiated herein, then the parties will open negotiations for the specific and sole purpose of meeting that legislative requirement.

School Year 2023-2024 (FY2024):

- All employees who begin work on or before March 1, 2023, will receive their normal step progression.
 - The salary scales will be increased by 5.5%.
- D. 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 their 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. The Teacher-in-Charge shall not be required to substitute for more than five (5) consecutive days.
 - 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.
- E. 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 they have a signed agreement issued from the Superintendent.

- F. 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
 - School Psychologists: National Association of School Psychologists (NASP) Certification - \$1,500
 - Behavior Analysts: Behavior Analyst Certification Board (BACB) Board Certified Behavior Analyst (BCBA) - \$1,000
- G. 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.
- H. Employees holding a license or certificate required for their employment, other than a license provided by the Maryland State Department of Education (MSDE), 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. Beginning July 1, 2023, the Board shall pay the certification fee directly to MSDE for any certificated staff member currently under contract with the Board of Education at the time of the employee's certification renewal date.
- I. Bargaining unit employees assigned to evening school, summer school, or both, shall be paid at the hourly workshop rate of \$40/hour.
- J. Approved stipends are listed in Appendix E.
- K. 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 may be paid at the established hourly "workshop" rate or may elect to earn acquired hours, at the employee's discretion.
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 with input from the site administrator, 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.

L. 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.

M. 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

N. 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.
2. 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 July 1, 2020, the joint study committee will convene briefly to review, revise, and add 50 hours to the existing table of extra assignments used in FY20. 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 allocation of hours, 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. 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.

O. Nurses – Registered Nurses

In order to meet the health and safety needs of students, registered nurses (RNs) are needed during the summer break to pursue tasks such as the following.

- Review and enter student shot records to start school.
- Contact parents of children without current immunizations.
- Develop and/or revise Emergency Action Plans.
- Review and contact parents for physician medication and treatment orders.
- Review physicals and lead screening forms for new students.
- Contact physicians to clarify orders or seek copies of immunization records.
- Enter new student medical information to ensure that all staff are aware of the Emergency Action Plan in place for students with whom they work.
- Create Medication/Treatment calendars for students taking medication or receiving medical treatments at school.
- Set up the health room.
- Obtain appointment dates from parents for immunizations so students can attend the first day of school.

RNs 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 up to a maximum of two days (14 hours). Each eligible RN who volunteers to work these extra days shall coordinate

the schedule of additional summer duty days with their site administrator and submit the draft schedule to the Supervisor of Health Services for final approval prior to June 15 for work to be performed after July 1st 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.

P. Longevity

A recurring \$800 longevity increment will be added to the gross salary at the 25th, and 30th, and 35th years of SMCPS creditable service. The longevity increment will be included in the employee's annual assignment letter and will be earnable income for the purposes of pension.

Q. Nontenured Certificated Employee Additional Salary Increase

The Blueprint for Maryland's Future (SB1030) and guidance from the Maryland State Department of Education state: "Priority should be given to increasing starting teacher salaries and salaries for teachers with less than five years of teaching experience." To address this funding priority, the following salary increase will be made if the SMCPS grant application is approved by MSDE:

The following additional salary increase will be added to the base salary for nontenured certificated employees who are required to attend new teacher orientation, new teacher seminar, and other new teacher mentoring activities held outside of the duty day, or prior to the start of the negotiated school year.

Year of Nontenure	Max Hours/Year Outside of Duty Day	Additional Salary Increase
Year 1	60	\$2,100
Year 2	30	\$1,050
Year 3	30	\$1,050

R. All School Psychologist Interns will be assigned to a Maryland Certified School Psychologist in compliance with the Code of Maryland Regulations 13a.12.03.08. The Maryland Certified School Psychologist serving in this capacity shall receive \$2,250 above their base salary for the mentoring and direct oversight of clinical field experience for up to two interns. No certified School Psychologist will be expected to perform these responsibilities unless they have a signed agreement issued from the Superintendent.

S. Errors in Pay

If underpayments or overpayments made by SMCPS are discovered, SMCPS shall refund to the employee the balance of the actual amounts due or shall seek repayment from the

employee of any amount paid in excess of the actual amount due and owed the employee, retroactive two fiscal years, not including the current school year.

Prior to initiation of recovery of overpayments, SMCPs shall provide the employee with written notice and an opportunity to meet, at which time the employee can share any extenuating circumstances that may permit adjustment of the repayment options noted below.

Options available for repayment shall be by:

1. lump-sum cash repayment;
2. adjustment of the corrected current salary or miscellaneous payroll deduction in a lump sum or in installments over a term not to exceed the term in which the erroneous payments were made;
3. reduction in accrued annual leave by an amount of time at the then current correct salary level equal in value to the total of the amount to be repaid; or
4. any combination thereof.

T. Mobile Phone Allocation

- Designated categories of employees listed in Appendix F will be provided an annual mobile phone allocation to support the use of mobile phones required by SMCPs. Additional positions may be approved by the Superintendent with communication to EASMC.
- Employees required to utilize a mobile phone for their employment will be provided with a minimal base allocation of \$400.
- A \$500 mobile phone allocation will be provided to Pupil Personnel Workers and other groups approved by the Superintendent due to increased responsibilities related to extensive, regular, and off-site work with families and community members.
- These allocations shall be prorated if less than a full year is worked and will not be included for retirement calculation purposes. Employees who received this allocation previously will continue to receive that allocation until such time as their assignment changes to reflect a change in the allocation.
- At the discretion of the Superintendent, a dedicated SMCPs-owned mobile phone may be provided to the employee in lieu of the allocation.

U. Makeup Hours for Licensed Specialists

The Board shall determine the need for compensatory services. The Board will attempt to provide make-up hours of services to students without requesting specialists to work beyond their duty day. If specialists are requested to work beyond the duty day to provide make-up services, the employee will be compensated at their per diem rate or earn acquired

hours, at the employee's discretion. Per diem payments in this section will not be pensionable.

V. Pupil Personnel Workers (PPWs)

PPWs are important components of a comprehensive plan to support students. Ten-month PPWs can volunteer to work a maximum of two (2) full days in the summer on tasks approved by their supervisor that are beyond their current ten-month assignment and can choose to be compensated at their per diem rate or earn acquired hours, at the employee's discretion. Per diem payments in this section will not be pensionable. Additional hours beyond the two days may be worked on a voluntary basis if approved in advance by the supervisor and may be compensated at the established hourly "workshop" rate or with acquired hours, at the employee's discretion.

W. Range Changes Due to Educational Advancement

Employees who earn credits that result in a pay increase shall receive that adjustment in salary effective the first day of the month following receipt of official credit documentation.

X. Range Changes Due to Change in Certification

Employees who obtain certification that will result in a pay change shall receive that adjustment effective with the effective date of the MSDE certification.

ARTICLE VII INSURANCE

A. The Board will offer health care benefits to include: Hospitalization, Major Medical, Dental, Prescription, and Vision Care. Employees who are on paid leave shall be eligible for their normal health care premium split detailed below. See Article VIII, Section E for insurance guidelines while on FMLA.

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 at least 18.75 hours per week) will have a choice of plans: "BlueChoice" Health Maintenance Organization (HMO) Plan with Deductible, "BlueChoice" HMO Plan, "BlueChoice" Triple Option Plan with Deductible, or "BlueChoice" Triple Option Plan.
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): SMCPs provides 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:
- Select a Patient-Centered Medical Home (PCMH) or PCMH Plus Primary Care Physician (ages 2+)
 - Agree to receive wellness communications electronically (ages 18+)
 - Complete an online health assessment (ages 18+)
 - Visit selected PCMH or PCMH Plus Primary Care Physician and complete a health evaluation (ages 2+)

SMCPs in collaboration with EASMC 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 on an as-needed basis thereafter.

After all four steps are completed by the participating employee and spouse (if applicable) by March 1st each year, as a reward for participation, the participating employee will receive either (1) 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, (2) an SMCPs insurance premium credit, or (3) a combination of both types of participation rewards, depending on the type of coverage held by the employee as specified in the table below.

Type of Coverage	Reward
Employee	\$100 Credit on Visa Card
Employee/Spouse	\$200 Credit on Visa Card
Parent/Child	\$100 Credit on Visa Card \$50 Insurance Premium Credit
Family	\$200 Credit on Visa Card \$150 Insurance Premium Credit

Employee/Board Health Care Premium Split
July 1, 2020 (no change)

Health Care Plan	Board % Contribution for Active Employees Based on Hours Worked	
	≥ 30 Hours	≥ 18.75 to < 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%

Employee/Board Health Care Premium Split
Effective July 1, 2021

Health Care Plan	Board % Contribution for Active Employees Based on Hours Worked	
	≥ 30 Hours	≥ 18.75 to < 30 Hours
“BlueChoice” HMO Plan with Deductible	90.0%	45.0%
“BlueChoice” HMO Plan	85.0%	42.5%
“BlueChoice” Triple Option Plan with Deductible	82.5%	41.25%
“BlueChoice” Triple Option Plan	77.5%	38.75%

Employee/Board Health Care Premium Split
Effective July 1, 2022

Health Care Plan	Board % Contribution for Active Employees Based on Hours Worked	
	≥ 30 Hours	≥ 18.75 to < 30 Hours
“BlueChoice” HMO Plan with Deductible	90.0%	45.0%
“BlueChoice” HMO Plan	85.0%	42.5%
“BlueChoice” Triple Option Plan with Deductible	80.0%	40.0%
“BlueChoice” Triple Option Plan	75.0%	37.5%

4. Through June 30, 2021, only, 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 with Deductible, “BlueChoice” HMO Plan, “BlueChoice” Triple Option Plan with Deductible, 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. Disability retirees (once approved by the Maryland State Retirement Agency) shall be granted a waiver of the ten-year SMCPS service requirement and qualify for the same health care premium split as for retirees with 10 years of SMCPS service and may maintain SMCPS health insurance up to a maximum period equal to their length of active employment with SMCPS. 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
Effective July 1, 2020 (addition of deductible plans)

Health Care Plan	Board % Contribution for Retirees Based on Years of Service to SMCPS		
	10 to ≤ 19 Years	20 to ≤ 29 Years	≥ 30 Years
“BlueChoice” HMO Plan with Deductible	70%	75%	80%
“BlueChoice” HMO Plan	65%	70%	75%
“BlueChoice” Triple Option Plan with Deductible	62.5%	67.5%	72.5%
“BlueChoice” Triple Option Plan	60%	65%	70%

Retiree/Board Health Care Premium Split
Effective July 1, 2021

Health Care Plan	Board % Contribution for Retirees Based on Years of Service to SMCPS		
	10 to ≤ 19 Years	20 to ≤ 29 Years	≥ 30 Years
“BlueChoice” HMO Plan with Deductible	72.5%	77.5%-	82.5%
“BlueChoice” HMO Plan	67.5%	72.5%	77.5%
“BlueChoice” Triple Option Plan with Deductible	62.5%	67.5%	72.5%-
“BlueChoice” Triple Option Plan	60%	65%	70%

Retiree/Board Health Care Premium Split
Effective July 1, 2022

Health Care Plan	Board % Contribution for Retirees Based on Years of Service to SMCPS		
	10 to ≤ 19 Years	20 to ≤ 29 Years	≥ 30 Years
“BlueChoice” HMO Plan with Deductible	75%	80%	85%
“BlueChoice” HMO Plan	70%	75%	80%
“BlueChoice” Triple Option Plan with Deductible	65%	70%	75%
“BlueChoice” Triple Option Plan	60%	65%	70%

5. 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 (through June 30, 2021, after which the retiree traditional plan will no longer be available through SMCPS)
6. 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. Prescription coverage is implemented based upon the formulary 2 list.
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 continue on the active employee’s health care plan for a period not to exceed 90 days after the date of death of the active employee. Thereafter, the family members may elect to continue or rejoin the healthcare plan within three

years of the date of the death of the active employee, at the negotiated premium split for retirees.

- 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 as needed each year by a Joint Health Care and Wellness Committee, comprised of an equal number of representatives appointed by SMASA, EASMC ESP, EASMC Certificated, and the Board. Any modifications to the health insurance benefit recommended by the joint committee will be forwarded to the SMASA, EASMC ESP, EASMC Certificated, and Board Bargaining Teams, as well as to the Superintendent and the SMASA and EASMC Presidents/Designees for consideration and possible inclusion in the follow-on negotiated agreement. EASMC agrees that the SMASA President may appoint to the Joint Health Care and Wellness Committee a number of representatives not to exceed the number appointed for either EASMC ESP, EASMC Certificated, SMASA, or the Board.
 - 1. The Joint Health Care and Wellness Committee shall meet at least once per year to plan and schedule activities specifically designed to increase employee wellness.
 - 2. The Board shall provide each site-based Wellness Coordinator with a copy of the Wellness Program's schedule of services and activities throughout 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 they expect to be absent from their position. When a school-based employee has been absent for more than five days they should inform the site administrator at least one day in advance of the date they expect 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 their 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 SMCPs 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 SMCPs Department of Human Resources) shall be granted a waiver of the proration of sick leave if a full contract year is not fulfilled.

An employee who separates employment from SMCPs prior to the end of a contract year in which unearned sick leave was advanced in July will have their sick leave prorated based on the date of separation and calculated based on the number of contract days employed in the contract year in which the sick leave was advanced. There is no direct payout of sick leave upon separation.

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 EASMC ESP, EASMC Certificated, 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 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 their 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 they are 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 a physician's verification stating that they are physically able to continue their duties. The employee must return to work as soon as their health permits unless they resign or request a leave of absence. Before returning to duty, the employee may be required to present a physician's certificate stating that they are physically able to resume duties.

- 3) An employee who is a parent may utilize FMLA as defined in Article VIII, Paragraph E below.
- 4) An employee shall, at their 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 their sick leave. The employee cannot transfer more than five days to any one immediate family member per school year. 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 and provide medical documentation from a licensed medical practitioner in order to return to work.

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 Certificated representatives appointed by the EASMC President
 - Two EASMC ESP representatives appointed by the EASMC ESP 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 Certificated or EASMC ESP 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 President/Certificated Designee, EASMC President/ESP Designee and SMASA Presidents
 - One SMCPs Chief Negotiator
 - One Maryland State Education Association (MSEA) UniServ Director representing EASMC Certificated/EASMC ESP
- 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 EASMC ESP, EASMC Certificated, and SMCPs websites 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.

2. Personal Leave

Three days of personal leave for all ten-month employees and four days of personal leave for all 11-month unit members with full pay are allowed in accordance with the Approval Procedure set forth herein, and these days shall not be charged against an employee's sick leave.

- a. Unused personal days will automatically roll over to the following year as personal leave with a maximum of an eight-day personal leave balance allowable. 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. Personal days in excess of eight (8) 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.
- c. 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.
- d. 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 their 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 50 days. Once the employee has a total of 50 days, for those days in excess of 50 days, he or she may exercise in writing an option of selling back a maximum of three days per year. All unused days per year beyond 50 days shall carry over as sick leave. The employee wishing to cash in three days must make a written request to the Department of Fiscal Services Payroll Office by September 15 of each year. The transfer of days over 50 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 50 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.

c. Professional Meetings

Plans for attending such meetings must be approved in advance by the Superintendent. Upon request, employees may be required to present on the subject of the meeting and related learning.

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 without 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 they received plus interest at the current prime rate, if they do 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/non probationary employees under contract with the Board for the following year will be eligible. Written request must be made to the Superintendent 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 their assigned work site for the remainder of their 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 their 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 their salary.
- b) Subpoenaed witness for other party - 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 their salary.
- c) Named party in proceedings - if an employee is a named party to the proceedings before the court [i.e., personal divorce, custody case, or criminal proceedings (against the employee)], then the employee shall be required to utilize appropriate leave, or a deduction shall be made from their salary.
- d) Witness for a private citizen - for any court appearance as a volunteer witness for a private citizen, the employee shall be required to utilize appropriate leave, or a deduction shall be made from their salary.
- e) 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.

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. Non-exempt, non-essential, 12-month employees may request authorization to telecommute in lieu of taking leave by contacting in writing their immediate supervisor no less than 60 minutes prior to the normal work reporting time. The supervisor shall confirm or deny, in writing, approval to telecommute

based on the needs of the system, work to be completed, and available remote connections and/or resources. 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 Leave

- a. An employee may be granted, upon written request, a leave of absence without pay to care for the child of such employee. Said parental leave may also be granted to an employee adopting a child, to commence at any time during the first year after receiving custody of said child, or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption.
- b. An employee who wishes to leave their position prior to the period of disability associated with childbirth and/or does not wish to return to their 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 their 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 they wish their leave to begin. A physician's statement verifying pregnancy shall be included with such notice. In case of interrupted pregnancy, the employee may return to active duty when their health will permit, as attested to in writing by their physician.
- c. An employee on such leave cannot be given any positive assurance that they will be reassigned to the same site as previously assigned, 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 their stated schedule, they should give the Superintendent, in writing, as much notice of their anticipated return as possible.
- d. The parental leave may not extend beyond June 30 of the current year; however, if requested in writing, this leave may be extended beyond that date.

- e. Employees who are granted parental leave may not accrue sick leave or annual leave during this approved leave.
- f. The unused sick leave of an employee on said parental leave will be held in abeyance until such time as they return to active service.

2. Workers' Compensation

- a. Any employee who suffers a job-related injury or illness will report, as soon as practicable, such injury or illness to their immediate supervisor in writing.
- b. 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.
- c. For any lost time that does not qualify under the Workers' Compensation Law, leave will be charged accordingly.
- d. 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.
- e. 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.
- f. 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).
- g. 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.
- h. 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.
- i. 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 their payment will be reduced by the amount of the Workers'

Compensation payment. The employee will be entitled to the payment received from Workers' Compensation.

- j. 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.
- k. 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 their 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.

- 1. 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.
- 2. SMCPs shall provide the full leave amount allowed by the FMLA for spouses who are both employed by the Board.
- 3. If the employee's FMLA leave allowance is exhausted and the employee is not cleared to return to work, then the employee may be offered a medical leave of absence.
- 4. In the event that an employee is on an unpaid leave of absence, the employee may elect to continue their health care coverage by paying the full premium in accordance with COBRA.
- 5. In the event that an employee has paid leave available after the FMLA period is exhausted, the employee will be allowed to exhaust those paid leave options, including accumulated sick leave, annual leave, personal leave, compensatory time, and acquired hours. Board contributions to health insurance will continue as long as the employee is on paid leave.
- 6. 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 another employee. To facilitate the employee's return consistent with their stated schedule,

they should give the Superintendent, in writing, as much notice as possible of their anticipated return.

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 so as to ensure minimum disruption to the classroom.

I. Nursing Employees

The site supervisor shall support employees who request to breast pump to provide for their infant children during the first year after birth.

1. The employee and site supervisor shall work collaboratively, in advance, to develop a schedule that does not negatively impact the employee and has the least possible impact on instructional programs.
2. Upon request, coverage for one break of up to 20 minutes per day shall be arranged by the administrator with no charge to the employee's leave. If the break exceeds the allowable 20 minutes, then the employee shall submit a leave request via the electronic absence reporting system.
3. Another break may be taken by the employee during their personal lunch, planning time, or 15-minute break (as applicable) and will override other pre-existing work obligations.

4. Upon request, coverage for an additional break of up to 20 minutes per day shall be arranged by the administrator for which the employee shall submit a leave request via the electronic absence reporting system.
5. The employee shall be provided with a clean, private, and secure environment (not a restroom) at the work site.

ARTICLE IX COURSE TUITION

- A. Tuition reimbursement to include associated fees 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 their 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 Superintendent 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 and associated fees.
- 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 their present assignment.
- G. Reimbursement for tuition and associated fees 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.

Purpose	Total Annual Maximum (Not Cumulative)
	FY2024
General	\$3,500
Pursuing Initial Professional Teaching Credential	\$4,500
Pursuing Ph.D. or Ed.D.	\$5,400

- 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.

- I. Based upon successful application process, tuition reimbursement may also be applied as a fee waiver up to the maximum yearly amount for obtaining and renewing 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)
 - School Psychologists: Nationally Certified School Psychologist (NCSP)
 - Behavior Analysts: Board Certified Behavior Analyst (BCBA)
- J. Any employee who leaves the Board's employ within one calendar year (less than 365 days) after the date that a reimbursement payment was issued from the Board for tuition or transcript fee(s) shall re-pay the full amount of such reimbursement payment 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, they shall reimburse the Board according to the above provision unless they 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.
- 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. All non-certificated, current full-time employees who decide to become teachers and are enrolled in an accredited college program leading towards an initial Maryland professional teaching credential, shall have access to the benefits below with the following terms.

1. Tuition reimbursement will be allowed for all coursework in an initial Maryland professional teaching credential program up to the limit specified in Article IX, Paragraph G, above.
2. All Praxis and other assessments required for the initial Maryland professional teaching credential will be reimbursed when passing scores are received. If grant funding is unavailable to SMCPs to fund this reimbursement in any given fiscal year, then reimbursement will be limited to employees with at least one full year of prior SMCPs service.
3. Eligible employees may apply to be considered for sabbatical leave in accordance with Article VIII, Section C.4.d for consideration, to include student internships.
4. See Section VI.B for description of placement on the salary scale.
5. 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 unless SMCPs does not offer the employee a full-time position.

An employee who has been employed by the Board in a full-time position outside of their area of certification and does not complete the three-year guarantee period will be required to repay tuition reimbursement to the Board.

If the employee accepts a teaching contract in another school system within their area of certification and chooses to submit verification of such employment to the Superintendent, then the repayment provisions will be adjusted as follows.

- Resignation during year 1 = 100% repayment
 - Resignation after year 1 = 90% repayment
 - Resignation after year 2 = 80% repayment
6. If the employee leaves the Board's employ within one year after receiving Praxis/assessment reimbursement, the employee shall re-pay the full amount of such reimbursement.
 7. 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.

8. These repayment provisions 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.
9. 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, they shall reimburse the Board according to the above provision unless they 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. 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 their final salary payment in an amount equal to their 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 they complete 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.
 - 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.

ARTICLE XI

EMPLOYEE PROTECTION

- A. Employees will immediately report to their immediate superior in writing all cases of battery and assault suffered by them in connection with their employment. The immediate supervisor shall provide the appropriate form in cases of battery and assault against an employee and shall submit the completed form to the Superintendent if leave is required or taken as a result of the assault.
- B. The Superintendent 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 their job responsibilities, an employee shall not transport a student in their 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 their 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 complaints concerning personnel shall initially 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 their 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 their personnel file and they 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 Superintendent, 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.
- O. Unless the employee has consented in advance, discussions related to employee performance, discipline, and/or employment shall be conducted in private and only in front of other individuals who either supervise the employee or who are specifically designated by the Superintendent to handle matters of employee discipline, employment, and/or performance.
- P. When an administrator places a student in a temporary alternative program as a result of a disruption in the classroom, the administrator will confer with the teacher prior to the student's return to said teacher's classroom.

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 website) on the SMCPS electronic system. During the school year such announcements will be sent electronically to employees at the school or office site. During the summer, such announcements will be distributed to employees via email. The notice will include the requirements for the position.

B. Application

Interested applicants may apply by submitting a completed application online. The 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 email notification 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 website 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 Superintendent will notify orally or via email 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 Superintendent shall make a good faith effort to notify either orally or via email all applicants who were interviewed as to whether or not they were accepted into the pool.
5. Upon request from an employee who was not selected to fill a promotional vacancy, the Superintendent will provide 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

Employees receiving a promotion will be placed on the new salary scale, as defined in Appendix G.

**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 their representative, and the Superintendent.

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 they 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 their 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 their 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 them.

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 Superintendent 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 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 Superintendent 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 Superintendent. 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 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.

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 electronic transfer request through the online application system. The transfer request application shall be active prior to February 1 each year. No later than June 1 each year, employees may elect to choose five sites for which they wish to be considered for a transfer. Employees may change the sites they have chosen once during the period from February 1 through June 1. Human Resources will notify the site administrators accordingly.
- B. All recommendations to hire an employee on the transfer list must be submitted by July 1.
- 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 Superintendent 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 June 1 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 no later than June 30. The employee shall also receive email 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 July 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 Superintendent. 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 their written request, the Superintendent will meet with them.
- 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 their 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 they are 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 their transfer.

ARTICLE XVII
EXTRA PAY FOR EXTRA DUTY AND STIPENDS

- 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. The Board shall announce the initial annual meeting of the EPED Study Committee in the Signal at least 30 days in advance, inviting employees to submit proposed new and revised EPED assignments for consideration.
- 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. Stipend assignments are those assignments that require additional responsibilities during and/or beyond the employee's duty day and that do not require the direct leadership 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 tables 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.

Any new or updated EPED position submitted for evaluations to the EPED Study Committee will use 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. Until such time of an update, the point values in the above chart will remain in effect.

Required Hours	Point Value	Number of Students	Point Value	Level of Responsibility	Point Value
38 – 99	1	5 – 9	1	One adult in charge	5
100 – 299	2	10 – 19	2	One adult with one assistant	4
300 – 499	3	20 – 29	3	One adult with two+ assistants	3
500 – 599	4	30 – 39	4	Two adult co-leaders	2
600 – 699	5	40 – 49	5	An Assistant	1
700+	6	50+	6		

- E. Qualified internal candidates, both certificated and non-certificated, shall be considered prior to external candidates for EPED assignments. 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 electronically approved 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. In any year that a full-scale adjustment occurs for the EASMC Teacher Salary Scale, the “\$ Value/Point” will be adjusted by the same percentage. Appendix C includes the SMCPs EPED Payment Schedule. The following table lists the value of a point beginning July 1, 2023 (FY24) and July 1, 2024 (FY25).

	FY23	FY24
Years of Experience	\$ Value/Point	\$ Value/Point
1 – 3	235	265
4 – 6	241	280
7 – 9	246	295
10+	252	310

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 an employee to create a condition undesirable for teaching or supervising children (below 65 or above 80 degrees F), the employee should file a report with the Site Administrator, who shall ensure prompt reporting to authorized qualified personnel. The Site Administrator shall inform all affected employees of the reported problem and provide a status update as soon as practicable.

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 a 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 non-probationary 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.

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 (i.e., bus duty, lunch duty, homeroom, etc.) unless the employee so requests in writing 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 any existing performance assessment system (PAS). 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 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 their 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. This pay will be calculated based on the unused sick leave at their per diem rate up to a maximum limit defined below. End-of-service pay is not a sell-back of sick leave. 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	\$2,700	\$2,950	\$3,200
101 – 150	\$3,700	\$3,950	\$4,200
151 – 200	\$4,700	\$4,950	\$5,200
201+	\$5,700	\$5,950	\$6,200

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, 2023, and will remain in full force and effect until June 30, 2024.
- B. The Board and the Association agree to convene the following joint study committee(s) to be convened as requested by either team and comprised of up to three representatives each (unless otherwise specified below or mutually agreed) from the Board and from the Association, with each party appointing a co-chair to work together. The purpose of the committee(s) will be to explore and make recommendations in areas of interest and/or as follows:

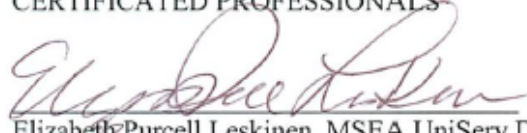
- A joint Stipend Study Committee will collaborate to review stipends, define the joint process for considering a new or revised stipend outside of the open negotiations period, and determine the appropriateness of current stipend values.
 - A joint negotiations subcommittee will be established to consider alternate pay models for positions and/or sites for which SMCPS is challenged to recruit and retain highly qualified staff. EASMC and SMCPS will collaborate to develop the committee's charter and timelines, and then each team will appoint five participants and a co-chair (for a total of six participants each) to the subcommittee. The Alternate Pay Joint Negotiations Subcommittee shall report to and submit a summary report of findings and recommendations to the SMCPS and EASMC bargaining teams for consideration.
 - A joint negotiations subcommittee will be established to consider career ladder models and implementation guidelines. The Career Ladder Negotiations Subcommittee shall report to and submit a summary report of findings and recommendations to the SMCPS and EASMC bargaining teams for consideration.
 - A joint negotiations subcommittee will be established to consider peer assistance and review program models and implementation guidelines. The Peer Assistance and Review Program Subcommittee shall report to and submit a summary report of findings and recommendations to the SMCPS and EASMC bargaining teams for consideration.
 - In accordance with Article IV, subparagraph A.10, a joint negotiations subcommittee will be established to review, reconsider, and reach consensus on revisions to existing certificated employee performance assessment systems (PASs). The Certificated PAS Subcommittee shall report to and submit a summary report of findings and recommendations to the SMCPS and EASMC bargaining teams for consideration of impacts to the negotiated agreement.
- 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.

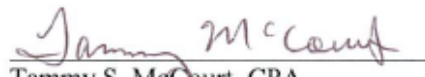
IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 25th day of January 2023.

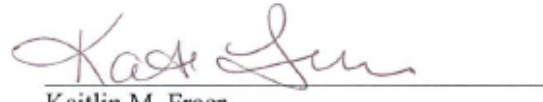
BOARD OF EDUCATION
OF ST. MARY'S COUNTY



Dale P. Farrell, Ed.D.
Chief Negotiator

EDUCATION ASSOCIATION OF
ST. MARY'S COUNTY
CERTIFICATED PROFESSIONALS


Elizabeth Purcell Leskinen, MSEA UniServ Director
Chief Negotiator

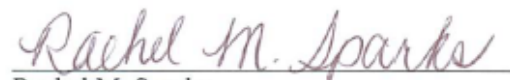

Tammy S. McCourt, CPA
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Member, Negotiations Team


J. Scott Smith, Ed.D.
Member, Negotiations Team


Sarah M. Penrod, EASMC President
Ex-Officio, Negotiations Team

Appendix A

Schedule of Classifications

Position Title/Classification	Range	Salary Schedule	Exempt or Non-Exempt	Months Worked	Working Days	Holidays	Total Duty Days	Hours Per Day	Hours Per Year
Academic Dean I (11-month)	A	SMASA	Exempt	11	212	11	223	7	1561
Academic Dean II (12-month)	C	SMASA	Exempt	12	249	12	261	7	1827
Account Clerk II	13	EASMC-ESP	Non-Exempt	12	249	12	261	7	1827
Accountant I/II	31/35	EASMC-ESP	Exempt	12	249	12	261	7	1827
Accounts Payable Specialist	21	EASMC-ESP	Non-Exempt	12	249	12	261	7	1827
Activity Resource Teacher	1-7	EASMC	Exempt	12	249	12	261	7	1827
Adapted Physical Education Coordinator	1-7	EASMC	Exempt	11	212	11	223	7	1561
Administrative Assistant	25	EASMC-ESP	Non-Exempt	12	249	12	261	7	1827
Administrative Intern	1-7	EASMC	Exempt	10	190	11	201	7	1407
Administrative Secretary	17	EASMC-ESP	Non-Exempt	12	249	12	261	7	1827
Assistant Building Service Manager I/II/III	4/7/10	EASMC-ESP	Non-Exempt	12	249	12	261	8	2088
Assistant Principal - (11-month)	A	SMASA	Exempt	11	212	11	223	7	1561
Assistant Principal - (12-month)	C	SMASA	Exempt	12	249	12	261	7	1827
Assistant Superintendent of Fiscal Services	I	SMASA	Exempt	12	249	12	261	7	1827
Assistant Superintendent of Supporting Services	I	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
Board Certified Behavior Analyst	1-7	EASMC	Exempt	10	190	11	201	7	1407
Building service floater	2	EASMC-ESP	Non-Exempt	12	249	12	261	7	1827
Building Service Manager I/II/III	9/12/15	EASMC-ESP	Non-Exempt	12	249	12	261	8	2088
Building Service Worker I/II	1/2	EASMC-ESP	Non-Exempt	12	249	12	261	8	2088
Bus Driver Trainer	16	EASMC-ESP	Non-Exempt	12	249	12	261	7	1827
Capital Planning Program Analyst	29	EASMC-ESP	Exempt	12	249	12	261	7	1827
Career Counseling Program Advisor	17	EASMC-ESP	Non-Exempt	10	190	11	201	7	1407
Chief Academic Officer	H	SMASA	Exempt	12	249	12	261	7	1827
Chief Counsel	H	SMASA	Exempt	12	249	12	261	7	1827
Chief of Equity, Engagement & Early Access	H	SMASA	Exempt	12	249	12	261	7	1827
Chief of Staff	H	SMASA	Exempt	12	249	12	261	7	1827
Chief Strategic Officer	H	SMASA	Exempt	12	249	12	261	7	1827
College & Career Readiness Liaison	17	EASMC-ESP	Non-Exempt	10	190	11	201	7	1407
Community School Coordinator	35	EASMC-ESP	Exempt	11	212	11	223	7	1561
Computer Support Specialist I/II	15/17	EASMC-ESP	Non-Exempt	12	249	12	261	8	2088
Contract & Fiscal Specialist	19	EASMC-ESP	Non-Exempt	12	249	12	261	7	1827
Coordinating Administrative Assistant	29	EASMC-ESP	Non-Exempt	12	249	12	261	7	1827
Coordinating Supervisor of Early Childhood	D	SMASA	Exempt	12	249	12	261	7	1827
Coordinator of Career Counseling/Development	B	SMASA	Exempt	12	249	12	261	7	1827
Coordinator of Fiscal Services - Insurance & Retirement Accounting	B	SMASA	Exempt	12	249	12	261	7	1827

Coordinator of Food & Nutrition Services	B	SMASA	Exempt	12	249	12	261	7	1827
Coordinator of Instructional Compliance	B	SMASA	Exempt	12	249	12	261	7	1827
Coordinator of Payroll & Fiscal Systems	B	SMASA	Exempt	12	249	12	261	7	1827
Coordinator of Procurement	B	SMASA	Exempt	12	249	12	261	7	1827
Delivery Driver	4	EASMC-ESP	Non-Exempt	12	249	12	261	8	2088
Deputy Superintendent	J	SMASA	Exempt	12	249	12	261	7	1827
Director of Capital Planning I	F	SMASA	Exempt	12	249	12	261	7	1827
Director of Design & Construction I	F	SMASA	Exempt	12	249	12	261	7	1827
Director of Facility Coordination, Physical & Health Education, & Athletics I	F	SMASA	Exempt	12	249	12	261	7	1827
Director of Food & Nutrition Services I	F	SMASA	Exempt	12	249	12	261	7	1827
Director of Information Technology II	G	SMASA	Exempt	12	249	12	261	7	1827
Director of Maintenance I	F	SMASA	Exempt	12	249	12	261	7	1827
Director of Operations I	F	SMASA	Exempt	12	249	12	261	7	1827
Director of Parent & Family Engagement I	F	SMASA	Exempt	12	249	12	261	7	1827
Director of Safety & Security I	F	SMASA	Exempt	12	249	12	261	7	1827
Director of Special Education II	G	SMASA	Exempt	12	249	12	261	7	1827
Director of Transportation I	F	SMASA	Exempt	12	249	12	261	7	1827
Educational Equity Assurance Coordinator	35	EASMC-ESP	Exempt	12	249	12	261	7	1827
Executive Administrative Assistant	31	EASMC-ESP	Exempt	12	249	12	261	7	1827
Facilities Support Manager	18	EASMC-ESP	Non-Exempt	12	249	12	261	8	2088
Fiscal Secretary	15	EASMC-ESP	Non-Exempt	12	249	12	261	7	1827
Fiscal/Records Specialist	23	EASMC-ESP	Non-Exempt	12	249	12	261	7	1827
Food Service Assistant Manager	3	EASMC-ESP	Non-Exempt	10	184	11	195	6	1170
Food Service Driver	7	EASMC-ESP	Non-Exempt	12	249	12	261	8	2088
Food Service Manager I	6	EASMC-ESP	Non-Exempt	10	184	11	195	6	1170
Food Service Manager II	9	EASMC-ESP	Non-Exempt	10	184	11	195	7	1365
Food Service Manager III	13	EASMC-ESP	Non-Exempt	10	184	11	195	8	1560
Food Service Worker (4 hours)	1	EASMC-ESP	Non-Exempt	10	184	11	195	3	585
Food Service Worker (6 hours)	1	EASMC-ESP	Non-Exempt	10	184	11	195	6	1170
Grants Specialist	23	EASMC-ESP	Non-Exempt	12	249	12	261	7	1827
High School Financial Assistant	13	EASMC-ESP	Non-Exempt	12	249	12	261	7	1827
Human Resources & Workforce Diversity Coordinator	1-7	EASMC	Exempt	12	249	12	261	7	1827
Human Resources Assistant I/II	17/23	EASMC-ESP	Non-Exempt	12	249	12	261	7	1827
Human Resources Generalist	35	EASMC-ESP	Exempt	12	249	12	261	7	1827
Human Resources Staffing Manager	35	EASMC-ESP	Exempt	12	249	12	261	7	1827
In-School Intervention Center Monitor I/II	5/7	EASMC-ESP	Non-Exempt	10	190	11	201	7	1407
Individualized Education Program (IEP) Facilitator	1-7	EASMC	Exempt	11	212	11	223	7	1561

Infants & Toddlers Family Services Assistant	17	EASMC-ESP	Non-Exempt	11	212	11	223	7	1561
Infants/toddlers Special Education Coordinator	1-7	EASMC	Exempt	12	249	12	261	7	1827
Information Technology Assistant III	18	EASMC-ESP	Non-Exempt	12	249	12	261	8	2088
Information Technology Project Coordinator I/II	29/32	EASMC-ESP	Exempt	12	249	12	261	7	1827
Information Technology Specialist	21	EASMC-ESP	Non-Exempt	12	249	12	261	8	2088
Instructional Lead Interventionist	1-7	EASMC	Exempt	10	190	11	201	7	1407
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	EASMC-ESP	Non-Exempt	11	212	11	223	7	1561
Instructional Technology Support	15	EASMC-ESP	Non-Exempt	12	249	12	261	8	2088
Insurance Specialist	23	EASMC-ESP	Non-Exempt	12	249	12	261	7	1827
Interagency Liaison	1-7	EASMC	Exempt	11	212	11	223	7	1561
JROTC Instructor	1-7	EASMC	Exempt	11	212	11	223	7	1561
Judy Center Coordinator	29	EASMC-ESP	Non-Exempt	12	249	12	261	7	1827
Judy Center Early Childhood Liaison	21	EASMC-ESP	Non-Exempt	12	249	12	261	7	1827
Judy Center Family Service Specialist	20	EASMC-ESP	Non-Exempt	12	249	12	261	7	1827
Judy Center Program Assistant	19	EASMC-ESP	Non-Exempt	12	249	12	261	7	1827
Judy Center Specialist	23	EASMC-ESP	Non-Exempt	12	249	12	261	7	1827
Lead Teacher for Federal/State Compliance & Monitoring	1-7	EASMC	Exempt	11	212	11	223	7	1561
Licensed Practical Nurse	17	EASMC-ESP	Non-Exempt	10	190	11	201	7	1407
Literacy Coach (10 month)	1-7	EASMC	Exempt	10	190	11	201	7	1407
Literacy Coach (11 month)	1-7	EASMC	Exempt	11	212	11	223	7	1561
Logistics Support Manager	19	EASMC-ESP	Non-Exempt	12	249	12	261	8	2088
Maintenance Engineering Trades Foreman	21	EASMC-ESP	Non-Exempt	12	249	12	261	8	2088
Maintenance Engineering Trades IV	15	EASMC-ESP	Non-Exempt	12	249	12	261	8	2088
Maintenance Trades I/II/III/IV	6/8/12/14	EASMC-ESP	Non-Exempt	12	249	12	261	8	2088
Media Clerk	10	EASMC-ESP	Non-Exempt	10	190	11	201	7	1407
Media Production Coordinator	31	EASMC-ESP	Exempt	12	249	12	261	7	1827
Media Specialist	1-7	EASMC	Exempt	10	190	11	201	7	1407
Occupational Therapist	1-7	EASMC	Exempt	10	190	11	201	7	1407
Operations Foreman	20	EASMC-ESP	Non-Exempt	12	249	12	261	8	2088
Paraeducator I/II	5/7	EASMC-ESP	Non-Exempt	10	190	11	201	7	1407
Parent Liaison	17	EASMC-ESP	Non-Exempt	10	249	11	201	7	1407
Payroll Accountant	31	EASMC-ESP	Exempt	12	249	12	261	7	1827
Payroll Assistant	17	EASMC-ESP	Exempt	12	249	12	261	7	1827
Physical Therapist	1-7	EASMC-ESP	Exempt	10	190	11	201	7	1827
Physical Therapy Assistant	23	EASMC-ESP	Non-Exempt	10	190	11	201	7	1827

Principal – Elementary School	E	SMASA	Exempt	12	249	12	261	7	1827
Principal – High School	G	SMASA	Exempt	12	249	12	261	7	1827
Principal – Middle School	F	SMASA	Exempt	12	249	12	261	7	1827
Print Shop Clerk	10	EASMC-ESP	Non-Exempt	12	249	12	261	7	1827
Print Shop Operator	20	EASMC-ESP	Non-Exempt	12	249	12	261	7	1827
Program Assistant I/II	17/19	EASMC-ESP	Non-Exempt	12	249	12	261	7	1827
Program Manager	21	EASMC-ESP	Non-Exempt	10	190	11	201	7	1407
Programmer/Analyst	31	EASMC-ESP	Exempt	12	249	12	261	7	1827
Programmer/Database Administrator	34	EASMC-ESP	Exempt	12	249	12	261	7	1827
Project Coordinator I/II	29/32	EASMC-ESP	Exempt	12	249	12	261	7	1827
Project Management Coordinator I/II	29/32	EASMC-ESP	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 Specialist II	21	EASMC-ESP	Non-Exempt	12	249	12	261	7	1827
Registered Dietician	30	EASMC-ESP	Exempt	10	190	11	201	7	1407
Registered Nurse (10 month)	1-7	EASMC	Exempt	10	190	11	201	7	1407
Registered Nurse (11 month)	1-7	EASMC	Exempt	11	212	11	223	7	1561
Registrar	13	EASMC-ESP	Non-Exempt	12	249	12	261	7	1827
Safety & Security Assistant	7	EASMC-ESP	Non-Exempt	10	190	11	201	7	1407
Safety & Security Team Leaders	15	EASMC-ESP	Non-Exempt	11	212	11	223	7	1561
School Bus Attendant	1	EASMC-ESP	Non-Exempt	10	181	11	192	7	1344
School Bus Driver	7	EASMC-ESP	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	EASMC-ESP	Non-Exempt	11	212	11	223	7	1561
Secretary I (12 month)	10	EASMC-ESP	Non-Exempt	12	249	12	261	7	1827
Secretary II	13	EASMC-ESP	Non-Exempt	12	249	12	261	7	1827
Secretary to the Principal	15	EASMC-ESP	Non-Exempt	12	249	12	261	7	1827
Secretary to the Principal Mentor/Floater	17	EASMC-ESP	Non-Exempt	12	249	12	261	7	1827
Security Specialist	21	EASMC-ESP	Non-Exempt	12	249	12	261	7	1827
Sign Language Interpreter	23	EASMC-ESP	Non-Exempt	10	190	11	201	7	1407
Social Emotional Learning Coach & Interventionist	1-7	EASMC	Exempt	10	190	11	201	7	1407
Social Worker	1-7	EASMC	Exempt	10	190	11	201	7	1407
Software Systems Engineer	35	EASMC-ESP	Non-Exempt	12	249	12	261	7	1827
Speech Pathologist (10 month)	1-7	EASMC	Exempt	10	190	11	201	7	1407
Speech Pathologist (11 month)	1-7	EASMC	Exempt	11	212	11	223	7	1561
Supervisor of Accounting, Auditing, & Procurement	C	SMASA	Exempt	12	249	12	261	7	1827
Supervisor of Assessments	C	SMASA	Exempt	12	249	12	261	7	1827

Supervisor of Assessments, Accountability & Library/Media	C	SMASA	Exempt	12	249	12	261	7	1827
Supervisor of Budget	C	SMASA	Exempt	12	249	12	261	7	1827
Supervisor of Food & Nutrition Services	C	SMASA	Exempt	12	249	12	261	7	1827
Supervisor of Health Services	C	SMASA	Exempt	12	249	12	261	7	1827
Supervisor of Human Resources	C	SMASA	Exempt	12	249	12	261	7	1827
Supervisor of Information Technology	C	SMASA	Exempt	12	249	12	261	7	1827
Supervisor of Instruction	C	SMASA	Exempt	12	249	12	261	7	1827
Supervisor of Maintenance	C	SMASA	Exempt	12	249	12	261	7	1827
Supervisor of Maryland Leads/Blueprint	C	SMASA	Exempt	12	249	12	261	7	1827
Supervisor of Mental Health Services	C	SMASA	Exempt	12	249	12	261	7	1827
Supervisor of Operations	C	SMASA	Exempt	12	249	12	261	7	1827
Supervisor of Safety & Security	C	SMASA	Exempt	12	249	12	261	7	1827
Supervisor of School Counselors	C	SMASA	Exempt	12	249	12	261	7	1827
Supervisor of Special Education	C	SMASA	Exempt	12	249	12	261	7	1827
Supervisor of Student Services	C	SMASA	Exempt	12	249	12	261	7	1827
Supervisor of Student Services & Special Programs	C	SMASA	Exempt	12	249	12	261	7	1827
Supervisor of Transportation	C	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
Teacher Apprentice I/II/III	15/17/19	EASMC-ESP	Non-Exempt	10	190	11	201	7	1407
Title I Equity Analyst	1-7	EASMC	Exempt	12	249	12	261	7	1827
Transportation Program Analyst	29	EASMC-ESP	Exempt	12	249	12	261	7	1827
Transportation Specialist I/II	19/22	EASMC-ESP	Non-Exempt	12	249	12	261	7	1827
Vocational Support Teacher	1-7	EASMC	Exempt	10	190	11	201	7	1407
Warehouse Manager	9	EASMC-ESP	Non-Exempt	12	249	12	261	8	2088
Wastewater/Building Service Operator	15	EASMC-ESP	Non-Exempt	12	249	12	261	8	2088
Webmaster	34	EASMC-ESP	Exempt	12	249	12	261	7	1827
Work Order Specialist	17	EASMC-ESP	Non-Exempt	12	249	12	261	7	1827

Appendix B

EASMC Salary Scales

TEACHER FOR 10-MONTH EMPLOYEES

Step	Range							
	1	2	3	4	5	6	7	8
Certificated	Provisional Certificate	Standard Professional Certificate	1) Master's Degree and S.P.C. or 2) A.P.C.	1) Master's Degree and A.P.C. or 2) A.P.C. Plus 6 Approved Hours	1) Master's Degree and A.P.C. Plus 15 Approved Hours or 2) A.P.C. Plus 21 Approved Hours	1) Master's Degree and A.P.C. Plus 30 Approved Hours or 2) A.P.C. Plus 36 Approved Hours	1) Master's Degree and A.P.C. Plus 45 Approved Hours or 2) A.P.C. Plus 51 Approved Hours	Doctorate's Degree
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's Degree
A	\$47,376	\$52,452	\$54,550	\$56,732	\$59,001	\$61,361	\$63,816	+ \$3,000
B	\$48,560	\$53,763	\$55,914	\$58,150	\$60,476	\$62,895	\$65,411	+ \$3,000
C	\$49,774	\$55,107	\$57,312	\$59,604	\$61,988	\$64,468	\$67,046	+ \$3,000
D	\$51,019	\$56,485	\$58,744	\$61,094	\$63,538	\$66,079	\$68,723	+ \$3,000
E	\$52,294	\$57,897	\$60,213	\$62,622	\$65,126	\$67,731	\$70,441	+ \$3,000
F	\$53,602	\$59,345	\$61,718	\$64,187	\$66,755	\$69,425	\$72,202	+ \$3,000
G	\$54,942	\$60,828	\$63,261	\$65,792	\$68,423	\$71,160	\$74,007	+ \$3,000
H	\$56,315	\$62,349	\$64,843	\$67,437	\$70,134	\$72,939	\$75,857	+ \$3,000
I	\$57,723	\$63,908	\$66,464	\$69,122	\$71,887	\$74,763	\$77,753	+ \$3,000
J	\$59,166	\$65,505	\$68,125	\$70,851	\$73,685	\$76,632	\$79,697	+ \$3,000
K	\$60,645	\$67,143	\$69,829	\$72,622	\$75,527	\$78,548	\$81,690	+ \$3,000
L	\$62,161	\$68,821	\$71,574	\$74,437	\$77,415	\$80,511	\$83,732	+ \$3,000
M	\$63,715	\$70,542	\$73,364	\$76,298	\$79,350	\$82,524	\$85,825	+ \$3,000
N	\$65,308	\$72,306	\$75,198	\$78,206	\$81,334	\$84,587	\$87,971	+ \$3,000
O	\$66,941	\$74,113	\$77,078	\$80,161	\$83,367	\$86,702	\$90,170	+ \$3,000
P	\$68,614	\$75,966	\$79,005	\$82,165	\$85,451	\$88,870	\$92,424	+ \$3,000
Q	\$70,330	\$77,865	\$80,980	\$84,219	\$87,588	\$91,091	\$94,735	+ \$3,000
R	\$72,088	\$79,812	\$83,004	\$86,324	\$89,777	\$93,369	\$97,103	+ \$3,000
S	\$73,890	\$81,807	\$85,079	\$88,483	\$92,022	\$95,703	\$99,531	+ \$3,000
T	\$75,738	\$83,852	\$87,206	\$90,695	\$94,322	\$98,095	\$102,019	+ \$3,000

TEACHER FOR 11-MONTH EMPLOYEES

Step	Range							
	1	2	3	4	5	6	7	8
Certificated	Provisional Certificate	Standard Professional Certificate	1) Master's Degree and S.P.C. or 2) A.P.C.	1) Master's Degree and A.P.C. or 2) A.P.C. Plus 6 Approved Hours	1) Master's Degree and A.P.C. Plus 15 Approved Hours or 2) A.P.C. Plus 21 Approved Hours	1) Master's Degree and A.P.C. Plus 30 Approved Hours or 2) A.P.C. Plus 36 Approved Hours	1) Master's Degree and A.P.C. Plus 45 Approved Hours or 2) A.P.C. Plus 51 Approved Hours	Doctorate's Degree
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's Degree
A	\$52,114	\$57,697	\$60,005	\$62,405	\$64,901	\$67,497	\$70,197	+ \$3,000
B	\$53,416	\$59,140	\$61,505	\$63,965	\$66,524	\$69,185	\$71,952	+ \$3,000
C	\$54,752	\$60,618	\$63,043	\$65,564	\$68,187	\$70,915	\$73,751	+ \$3,000
D	\$56,121	\$62,134	\$64,619	\$67,204	\$69,892	\$72,687	\$75,595	+ \$3,000
E	\$57,524	\$63,687	\$66,234	\$68,884	\$71,639	\$74,505	\$77,485	+ \$3,000
F	\$58,962	\$65,279	\$67,890	\$70,606	\$73,430	\$76,367	\$79,422	+ \$3,000
G	\$60,436	\$66,911	\$69,587	\$72,371	\$75,266	\$78,276	\$81,407	+ \$3,000
H	\$61,947	\$68,584	\$71,327	\$74,180	\$77,147	\$80,233	\$83,443	+ \$3,000
I	\$63,495	\$70,298	\$73,110	\$76,035	\$79,076	\$82,239	\$85,529	+ \$3,000
J	\$65,083	\$72,056	\$74,938	\$77,936	\$81,053	\$84,295	\$87,667	+ \$3,000
K	\$66,710	\$73,857	\$76,811	\$79,884	\$83,079	\$86,402	\$89,859	+ \$3,000
L	\$68,377	\$75,704	\$78,732	\$81,881	\$85,156	\$88,563	\$92,105	+ \$3,000
M	\$70,087	\$77,596	\$80,700	\$83,928	\$87,285	\$90,777	\$94,408	+ \$3,000
N	\$71,839	\$79,536	\$82,718	\$86,026	\$89,467	\$93,046	\$96,768	+ \$3,000
O	\$73,635	\$81,525	\$84,786	\$88,177	\$91,704	\$95,372	\$99,187	+ \$3,000
P	\$75,476	\$83,563	\$86,905	\$90,381	\$93,997	\$97,756	\$101,667	+ \$3,000
Q	\$77,363	\$85,652	\$89,078	\$92,641	\$96,347	\$100,200	\$104,208	+ \$3,000
R	\$79,297	\$87,793	\$91,305	\$94,957	\$98,755	\$102,705	\$106,814	+ \$3,000
S	\$81,279	\$89,988	\$93,587	\$97,331	\$101,224	\$105,273	\$109,484	+ \$3,000
T	\$83,311	\$92,238	\$95,927	\$99,764	\$103,755	\$107,905	\$112,221	+ \$3,000

TEACHER FOR 12-MONTH EMPLOYEES

Step	Range							
	1	2	3	4	5	6	7	8
Certificated	Provisional Certificate	Standard Professional Certificate	1) Master's Degree and S.P.C. or 2) A.P.C.	1) Master's Degree and A.P.C. or 2) A.P.C. Plus 6 Approved Hours	1) Master's Degree and A.P.C. Plus 15 Approved Hours or 2) A.P.C. Plus 21 Approved Hours	1) Master's Degree and A.P.C. Plus 30 Approved Hours or 2) A.P.C. Plus 36 Approved Hours	1) Master's Degree and A.P.C. Plus 45 Approved Hours or 2) A.P.C. Plus 51 Approved Hours	Doctorate's Degree
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's Degree
A	\$56,851	\$62,942	\$65,460	\$68,078	\$70,802	\$73,634	\$76,579	+ \$3,000
B	\$58,272	\$64,516	\$67,097	\$69,780	\$72,572	\$75,474	\$78,493	+ \$3,000
C	\$59,729	\$66,129	\$68,774	\$71,525	\$74,386	\$77,361	\$80,456	+ \$3,000
D	\$61,222	\$67,782	\$70,493	\$73,313	\$76,246	\$79,295	\$82,467	+ \$3,000
E	\$62,753	\$69,477	\$72,256	\$75,146	\$78,152	\$81,278	\$84,529	+ \$3,000
F	\$64,322	\$71,213	\$74,062	\$77,024	\$80,105	\$83,310	\$86,642	+ \$3,000
G	\$65,930	\$72,994	\$75,914	\$78,950	\$82,108	\$85,392	\$88,808	+ \$3,000
H	\$67,578	\$74,819	\$77,811	\$80,924	\$84,161	\$87,527	\$91,028	+ \$3,000
I	\$69,268	\$76,689	\$79,757	\$82,947	\$86,265	\$89,715	\$93,304	+ \$3,000
J	\$70,999	\$78,606	\$81,751	\$85,021	\$88,421	\$91,958	\$95,637	+ \$3,000
K	\$72,774	\$80,571	\$83,794	\$87,146	\$90,632	\$94,257	\$98,028	+ \$3,000
L	\$74,594	\$82,586	\$85,889	\$89,325	\$92,898	\$96,614	\$100,478	+ \$3,000
M	\$76,458	\$84,650	\$88,036	\$91,558	\$95,220	\$99,029	\$102,990	+ \$3,000
N	\$78,370	\$86,767	\$90,237	\$93,847	\$97,601	\$101,505	\$105,565	+ \$3,000
O	\$80,329	\$88,936	\$92,493	\$96,193	\$100,041	\$104,042	\$108,204	+ \$3,000
P	\$82,337	\$91,159	\$94,806	\$98,598	\$102,542	\$106,643	\$110,909	+ \$3,000
Q	\$84,396	\$93,438	\$97,176	\$101,063	\$105,105	\$109,310	\$113,682	+ \$3,000
R	\$86,506	\$95,774	\$99,605	\$103,589	\$107,733	\$112,042	\$116,524	+ \$3,000
S	\$88,668	\$98,169	\$102,095	\$106,179	\$110,426	\$114,843	\$119,437	+ \$3,000
T	\$90,885	\$100,623	\$104,648	\$108,834	\$113,187	\$117,714	\$122,423	+ \$3,000

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	\$940	\$964	\$984	\$1,008
Advanced Placement Coordinator – H.S.	6	\$1,410	\$1,446	\$1,476	\$1,512
Auditorium Coordinator	6	\$1,410	\$1,446	\$1,476	\$1,512
Baseball Assistant Coach (3)	6	\$1,410	\$1,446	\$1,476	\$1,512
Baseball Coach (1)	10	\$2,350	\$2,410	\$2,460	\$2,520
Basketball Assistant Coach (4)	6.6	\$1,551	\$1,591	\$1,624	\$1,663
Basketball Coach (2)	11	\$2,585	\$2,651	\$2,706	\$2,772
Basketball Freshman Coach Winter (1)	6.6	\$1,551	\$1,591	\$1,624	\$1,663
Best Buddies - H.S. (2)	5	\$1,175	\$1,205	\$1,230	\$1,260
Bocce Ball Head Coach - Corollary Sports Program (Spring) (1)	3.5	\$823	\$844	\$861	\$882
Bocce Ball Assistant Coach - Corollary Sports Program (Spring) (1)	3	\$705	\$723	\$738	\$756
Bowling Head Coach- Corollary Sports Program (Winter) (1)	3.5	\$823	\$844	\$861	\$882
Bowling Assistant Coach- Corollary Sports Program (Winter) (1)	3	\$705	\$723	\$738	\$756
Cheerleaders (Fall) Assistant Coach (1)	5.9	\$1,387	\$1,422	\$1,451	\$1,487
Cheerleaders (Fall) Coach (1)	9	\$2,115	\$2,169	\$2,214	\$2,268
Cheerleaders (Fall) Freshman Coach (1)	5.9	\$1,387	\$1,422	\$1,451	\$1,487
Cheerleaders (Winter) Assistant Coach (1)	5.9	\$1,387	\$1,422	\$1,451	\$1,487
Cheerleaders (Winter) Freshman Coach (1)	5.9	\$1,387	\$1,422	\$1,451	\$1,487
Cheerleaders (Winter) Coach (1)	9	\$2,115	\$2,169	\$2,214	\$2,268
Chorus Director - Chorus Programs & Competitions - H.S. (1)	11	\$2,585	\$2,651	\$2,706	\$2,772
Chorus Director - Chorus Programs & Competitions - M.S. (1)	10	\$2,350	\$2,410	\$2,460	\$2,520
Class Sponsor, 11th and 12th Grades (2)	10	\$2,350	\$2,410	\$2,460	\$2,520
Class Sponsor, 9th and 10th Grades (2)	10	\$2,350	\$2,410	\$2,460	\$2,520
Cross Country Assistant Coach (2)	6	\$1,410	\$1,446	\$1,476	\$1,512
Cross Country Coach (1)	9	\$2,115	\$2,169	\$2,214	\$2,268
Cycling Coach - Corollary Sports Program (1)	3.5	\$823	\$844	\$861	\$882
Cycling Assistant Coach - Corollary Sports Program (1)	3	\$705	\$723	\$738	\$756
DECA Sponsor - H.S. (1)	5	\$1,175	\$1,205	\$1,230	\$1,260
Destination Imagination - E.S/M.S.	7	\$1,645	\$1,687	\$1,722	\$1,764
Drama Director - M.S. (1)	5	\$1,175	\$1,205	\$1,230	\$1,260
Event Chef - JFCTC (1)	9	\$2,115	\$2,169	\$2,214	\$2,268
Envirothon Sponsor - H.S. (1)	5	\$1,175	\$1,205	\$1,230	\$1,260

EPED Position	Points	1 – 3 Yrs	4 – 6 Yrs	7 – 9 Yrs	10+ Yrs
FBLA Sponsor - M.S. (1)	7	\$1,645	\$1,687	\$1,722	\$1,764
FBLA Sponsor - H.S. (1)	8	\$1,880	\$1,928	\$1,968	\$2,016
Field Hockey Assistant Coach (2)	6	\$1,410	\$1,446	\$1,476	\$1,512
Field Hockey Coach (1)	10	\$2,350	\$2,410	\$2,460	\$2,520
Flags/Majorettes Sponsor (1)	7	\$1,645	\$1,687	\$1,722	\$1,764
Football Assistant Coach (5)	7.2	\$1,692	\$1,735	\$1,771	\$1,814
Football Coach (1)	12	\$2,820	\$2,892	\$2,952	\$3,024
Foreign Language Club Sponsor - H.S. (1)	7	\$1,645	\$1,687	\$1,722	\$1,764
Future Educators - H.S. (1)	5	\$1,175	\$1,205	\$1,230	\$1,260
Future Educators - M.S. (1)	4	\$940	\$964	\$984	\$1,008
Future Farmers of America (FFA) - JFCTC (1)	6	\$1,410	\$1,446	\$1,476	\$1,512
Future Homemakers of America Sponsor (1)	5	\$1,175	\$1,205	\$1,230	\$1,260
Golf Coach (1)	7	\$1,645	\$1,687	\$1,722	\$1,764
Indoor Track (1)	8	\$1,880	\$1,928	\$1,968	\$2,016
Indoor Track, Assistant Coach (2)	6	\$1,410	\$1,446	\$1,476	\$1,512
Intramural Coach - M.S. (12)	4	\$940	\$964	\$984	\$1,008
JROTC Drill Team Assistant Coach - H.S. (1)	7	\$1,645	\$1,687	\$1,722	\$1,764
JROTC Drill Team Head Coach - H.S. (1)	8	\$1,880	\$1,928	\$1,968	\$2,016
Lacrosse Assistant Coach (4)	6	\$1,410	\$1,446	\$1,476	\$1,512
Lacrosse Coach	10	\$2,350	\$2,410	\$2,460	\$2,520
MESA Sponsor - H.S. (1)	5	\$1,175	\$1,205	\$1,230	\$1,260
MESA Sponsor - M.S. (1)	4	\$940	\$964	\$984	\$1,008
MGA/MUN Sponsor - H.S.(1)	6	\$1,410	\$1,446	\$1,476	\$1,512
Mock Trial Sponsor - H.S.(1)	6	\$1,410	\$1,446	\$1,476	\$1,512
Music Programs & Competitions Elementary (1)	5	\$1,175	\$1,205	\$1,230	\$1,260
Musical Programs & Competitions High School (1)	9	\$2,115	\$2,169	\$2,214	\$2,268
Music Programs & Competitions, Middle School (1)	7	\$1,645	\$1,687	\$1,722	\$1,764
Musical Pit Coordinator - H.S. (1)	4	\$940	\$964	\$984	\$1,008
Musical Rehearsal Pianist/Vocal Director - H.S. (1)	6	\$1,410	\$1,446	\$1,476	\$1,512
National Honor Society Advisor - H.S.(1)	9	\$2,115	\$2,169	\$2,214	\$2,268
National Jr. Honor Society Advisor - M.S. (1)	5	\$1,175	\$1,205	\$1,230	\$1,260
Newspaper Advisor (1) - JFCTC	6	\$1,410	\$1,446	\$1,476	\$1,512
Newspaper Sponsor - H.S. (1)	6	\$1,410	\$1,446	\$1,476	\$1,512
Ninth Grade Scholars Sponsor (1)	5	\$1,175	\$1,205	\$1,230	\$1,260
Peer Mediator Sponsor - H.S. (1)	2	\$470	\$482	\$492	\$504
Physics Olympic Team Sponsor - H.S. (1)	4	\$940	\$964	\$984	\$1,008
Pom Poms Coach - H.S. (1)	7	\$1,645	\$1,687	\$1,722	\$1,764
Quadcopter Coach – M.S./H.S.	5	\$1,175	\$1,205	\$1,230	\$1,260
Robotics Team Advisor - JFCTC/GMHS (1)	11	\$2,585	\$2,651	\$2,706	\$2,772

EPED Position	Points	1 – 3 Yrs	4 – 6 Yrs	7 – 9 Yrs	10+ Yrs
SGA/SCA Sponsor - H.S. (1)	14	\$3,290	\$3,374	\$3,444	\$3,528
Science Fair Club Sponsor - M.S./H.S. (1)	5	\$1,175	\$1,205	\$1,230	\$1,260
SkillsUSA Advisor - JFCTC (2)	12	\$2,820	\$2,892	\$2,952	\$3,024
Soccer Assistant Coach (4)	6	\$1,410	\$1,446	\$1,476	\$1,512
Soccer Coach (2)	10	\$2,350	\$2,410	\$2,460	\$2,520
Softball Assistant Coach	6	\$1,410	\$1,446	\$1,476	\$1,512
Softball Coach (1)	10	\$2,350	\$2,410	\$2,460	\$2,520
Strength and Conditioning Coach- (Fall) (1)	9	\$2,115	\$2,169	\$2,214	\$2,268
Strength and Conditioning Coach- (Winter) (1)	9	\$2,115	\$2,169	\$2,214	\$2,268
Student Council Sponsor - M.S. (1)	5	\$1,175	\$1,205	\$1,230	\$1,260
Swimming Assistant Coach (1)	5	\$1,175	\$1,205	\$1,230	\$1,260
Swimming Coach (1)	7	\$1,645	\$1,687	\$1,722	\$1,764
Swimming Head Coach – H.S.	10	\$2,350	\$2,410	\$2,460	\$2,520
Tennis Assistant Coach (1)	6	\$1,410	\$1,446	\$1,476	\$1,512
Tennis Coach (1)	9	\$2,115	\$2,169	\$2,214	\$2,268
Theatre Programs & Competitions	10	\$2,350	\$2,410	\$2,460	\$2,520
Theatre Programs & Competitions, Assistant Director - H.S.	6	\$1,410	\$1,446	\$1,476	\$1,512
Track Assistant Coach (4)	6	\$1,410	\$1,446	\$1,476	\$1,512
Track Coach (2)	10	\$2,350	\$2,410	\$2,460	\$2,520
Tutoring Our Peers (T.O.P.) Sponsor - H.S. (1)	3	\$705	\$723	\$738	\$756
Volleyball Assistant Coach (1)	6	\$1,410	\$1,446	\$1,476	\$1,512
Volleyball Coach (1)	10	\$2,350	\$2,410	\$2,460	\$2,520
Wrestling Assistant Coach (1)	6.6	\$1,551	\$1,591	\$1,624	\$1,663
Wrestling Coach (1)	11	\$2,585	\$2,651	\$2,706	\$2,772
Yearbook Advisor - H.S. (1)	6	\$1,410	\$1,446	\$1,476	\$1,512
Yearbook Advisor - M.S. (1)	4	\$940	\$964	\$984	\$1,008
Yearbook Advisor - E.S. (1)	3	\$705	\$723	\$738	\$756

Appendix D

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



Joint Sick Leave Bank and Exchange Operational Guidelines

(Revised April 2020)

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 was 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 are approved by the current Joint Sick Leave Bank and Exchange Approval Committee. In 2017, EASMC and CEASMC merged into one association as EASMC with two units, certificated (EASMC-Certificated) and educational support professionals (EASMC-ESP).

The Joint Sick Leave Bank and Exchange Steering Committee includes the Joint Sick Leave Bank and Exchange Approval Committee; EASMC President/Certificated Designee, EASMC President/ESP Designee, and SMASA Presidents; one SMCPS chief negotiator; one Maryland State Education Association (MSEA) UniServ Director representing EASMC; 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, EASMC, and SMASA web sites, and in the appendices of the EASMC, EASMC-ESP, 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. Terminal illness of the employee is a covered benefit if the employee is filing for disability retirement through Maryland State Retirement Agency. Once an employee is eligible for disability retirement, all Joint Sick Leave Bank and Exchange benefits will cease.

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: EASMC-ESP Article 8.3, f, 1, 6th bullet – EASMC Article VIII, C, 1, a, 6 – SMASA Article VIII, C, 1, a, 4.)**
- 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, terminal illness 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.
- i. 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 the appropriate negotiated agreement: EASMC-ESP Article 8.3, f, 1, 6th bullet – EASMC Article VIII, C, 1, a, 6 – SMASA Article VIII, C, 1, a, 4.)**
- e. 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.
- f. 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. The maximum number of Sick Leave Exchange days that an employee may receive is no more than 120 in any five-year period. The maximum combined total of Sick Leave Bank and Exchange days is limited to 180 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.

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-Certificated representatives appointed by the EASMC President, two EASMC-ESP representatives appointed by the EASMC 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 EASMC-Certificated, EASMC-ESP, 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 EASMC-Certificated, EASMC-ESP, 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.

Appendix E

Stipend Payment Schedule

Stipend	Amount
Administrative Office Personnel Liaison	\$ 1,400
CPR/AED/FA Training Instructor	\$820
Energy Coordinator	\$500
Game Manager – H.S.	\$800
MGA/MUN/MC Sponsor - Organizational Committee	\$2,600
MTSS/PBIS Team Leader	\$500
Robotics Club Advisor	\$400
School Wellness Coordinator	\$300
Webmaster Elementary	\$300
Webmaster Middle	\$600
Webmaster High	\$800
Teacher-in-Charge	2250
High School Department Chair (working with 3-5 staff)	\$1,000
Middle School Department Chair (working with 3-5 staff)	\$1,000
Elementary School Primary (PreK-2) Chair (working with 3-5 staff)	\$1,000
Elementary School Intermediate (3-5) Chair (working with 3-5 staff)	\$1,000
Special Education Department Chair (working with 3-5 staff)	\$1,000
High School Department Chair or Team Lead (working with 6-10 staff)	\$1,200
Middle School Department Chair or Team Lead (working with 6-10 staff)	1200
Department Chair (working with 11 or more staff)	\$1,400
Mentor of Certificated Teachers (1 mentee)	\$700
Mentors of Certificated Teachers (each additional mentee)	\$300
MD Certified School Psychologist Mentor of School Psychologist Intern	\$2,250

Appendix F

Mobile Phone Allocation

The following categories of employees will be provided an annual mobile phone allocation as defined in Article VI, Section T above.

Category or Position	Mobile Phone Allocation Amount
Assistant Building Service Manager	\$400
Building Service Manager	\$400
Department of Information Technology	\$400
Pupil Personnel Worker	\$500

Appendix G

Placement on Salary Scale

Effective July 1, 2020 - Placement on EASMC Certificated or EASMC ESP Salary Schedules

New Hires

1. Except for JROTC instructors and Professional Technical Education (PTE) instructors, employees hired by the Board will be credited with verified related previous experience as compared to the job description and placed accordingly on the appropriate step and range of the applicable salary scale for the assignment based on a 1:1 ratio of years of experience to steps, as determined by the Board.
2. JROTC instructors & PTE instructors hired by the Board will be credited with verified related previous experience as compared to the job description (active military experience for JROTC instructors and industry-specific experience for PTE instructors) and placed accordingly on the appropriate step and range of the applicable salary scale for the assignment based on a 2-to-1 ratio of years of experience to steps, as determined by the Board. JROTC instructors' placement on the salary scale shall comply with the Minimum Instructor Pay (MIP) required by Cadet Command.

EASMC ESP Unit - Movement between Ranges

The value of the employee's salary will be computed based on the number of months of the new assignment and the number of hours worked per day for the new assignment, as compared to their current assignment to obtain the hourly wage equivalent. Based on this hourly wage equivalent, employees moving up or down ranges within the EASMC-ESP scale shall be placed on the salary scale utilizing the one method below that results in the highest employee salary.

1. Employees moving up ranges shall be placed at the next highest step, plus one step. Employees moving down ranges shall be placed at the next lower step, minus one step. (Does not apply to employees changing ranges due solely to obtaining advanced credentials. Ex: Para I moving to Para II due to passing the ParaPro assessment. Instead, these employees shall maintain their step on the salary scale).
2. Employees moving from one position classification to another position classification for which they have previous verified experience in the new position classification (as determined by the Board and not previously included in original placement) shall have their previous verified experience for the new position be used for the calculation of placement on the salary scale.
3. Employees who have moved to a higher placement and decide to return to their previous placement, will be placed on the appropriate scale/range at the step where they would have otherwise been had they not accepted the last assignment change.

EASMC Certificated Unit - Movement between Ranges

Employees moving between ranges due to additional credits earned or changes in certification shall maintain their step on the salary scale.

Movement from Another SMCPs Bargaining Unit

1. A current SMCPs Education Support Professional (ESP) Unit employee who is hired by the Board as a certificated teacher shall be granted service credit for up to ten years of ESP experience with SMCPs for the purpose of placement on the teacher's salary scale. For every two years of Education Support Professional service to the Board, the employee shall be given one step credit on the teacher's salary scale (a maximum of five step credits based on a maximum of ten years of Board Education Support Professional service).
2. A current SMCPs employee in either the EASMC Certificated Unit or the Administrative and Supervisory Unit moving to an EASMC-ESP position shall receive one step on the EASMC-ESP salary scale for every year of verified certificated/licensed full-time school-system work experience, or previous verified experience in the new position classification (as determined by the Board and not previously included in their original salary placement), whichever is higher.
3. A current SMCPs employee in the Administrative and Supervisory Unit moving to an EASMC-ESP or EASMC Certificated Unit position shall receive one step on the EASMC-ESP or EASMC Certificated Unit salary scale for every year of verified certificated/licensed full-time school-system work experience.

If the Superintendent determines that a salary placement does not meet any of the above criteria, the Superintendent and EASMC shall meet to reach consensus on salary placements prior to the employee's placement in a new position.

Appendix H

Record of Changes

**Agreement Between
The Education Association of St. Mary's County
for Certificated Professionals
and
The Board of Education of St. Mary's County
July 1, 2023 – June 30, 2024
Record of Change**

Change Sequence	Date	Original Pages	Reference	Summary of Changes