



# CONTRACT RATIFICATION

EDUCATION SUPPORT PROFESSIONALS  
AND CERTIFICATED EMPLOYEES

March 1 & 4, 2024

# Bylaws, Article XVI: Contract Ratification Guidelines



## ○ **Section 1. Voting**

- The ratification of the proposed contract shall be voted on by members of the EASMC except where otherwise statutorily required.
- Prior to the vote, a list of the proposed changes to the contract or the contract itself shall be distributed to the Association Representatives. Distribution shall occur at least one week prior to the vote when possible.
- If using printed official ballots, voters will be required to sign a list of Association members in order to receive the ballot. Since all votes are secret, there will be no hand counts. If the vote is conducted by printed ballot, the count will be certified by an EASMC Association Representative and a Negotiating Team member by signing the total ballot count.
- If the vote is conducted electronically, then membership status shall be verified and the final results certified by the Nominations, Elections and Credentials Committee.
- A majority vote of those voting is required in order to adopt the proposed contract.

## ○ **Section 2. Recordkeeping**

- If the vote is conducted electronically, then the final results must be stored electronically for the duration of the contract.



# Today's Process

## • CHECK IN

- Have your membership status verified to receive a ballot
- If you want to vote at another meeting, then indicate that at sign-in and do not accept a ballot today

## • SEEK TO UNDERSTAND

- Review presented information, **all of which is in draft form, has been assembled in quick order for you, and is subject to modest change**
- Pay attention to titles because not everything presented applies to both contracts; each slide title indicates applicable bargaining unit (Certificated or ESP)
- Jot down questions on specific slide topics as we go; either enter questions in the chat (virtual attendees) or hand them to a volunteer (office attendees) and we will answer them at the end
- Stay after the meeting to address questions specific to you
- Ideally, stay for the entire presentation to best understand the proposed settlement, but there is no requirement to stay

## • VOTE

- Electronic voting will open at the beginning of each meeting and close at the end. Members must be in attendance to vote. Participants will vote via Wufoo ballot.
- Choose “ratify” or “do not ratify” for entire package (it’s all or nothing)
- The Office Manager will send anonymous ballots to the NEC Committee.
- NEC Committee will validate results on Tuesday, March 5<sup>th</sup>.

# Bargaining Teams



- Liz Purcell Leskinen (Chief Neg.)
- Kristie Mattingly (Chair)
- Micki Bell
- Arnold Skinner
- Sarah Penrod (Ex Officio)



- Dale Farrell (Chief Neg.)
- Maureen Montgomery
- Tammy McCourt

# Your Bargaining Participation?



## • **Ongoing Advocacy**

- Site-based problem-solving and sharing (email, calls, etc.)
- Representative assembly participation
- Grievances and cases

## • **Negotiations Committee**

- Summer meetings
- Research and data collection
- Survey development and analysis
- Draft language

## • **Listening Sessions**

- Group and one-on-one meetings
- Virtual and in person
- Spring and summer

## • **Survey**

- Members only
- Virtual



# Impact of a **NO** Vote

- Wastes benefits synergy of effort, determination, and will of EASMC, SMCPS, and Board of Ed. leaders
- Sends bargaining team back to the table for continued negotiations where every open topic is up for grabs, the legal requirements are the same, and the available funds are the same
- Leaves you with **NO** negotiated agreement come June 30, 2024
- BOCC still excluded from continued negotiations and/or impasse
- Increases risk of losing existing gains.





# Impact of Your **YES** Vote



- Reflects the significant collective effort, determination, and will of EASMC, SMCPS, and the BOE
- Makes it official and on the record as our legal tentative agreement
- Enacts renegotiations language
- Protects existing negotiated agreement until renegotiations is complete
- Preserves current accomplishments as point of departure for renegotiations
  - Increased career earnings
  - Annual step and scale adjustment
  - Healthcare protection

# Your Top Priorities





# Our Challenges

## **Mandated Blueprint Requirements**

- Career ladder
- Imposed limits on eligibility
- Starting teacher salary \$60K
- ESP omission

## **Funding**

- Little FY25 Blueprint money
- Current local MOE met
- Decades of decrease in county funds as % of county budget
- BOE shortfall of \$9.5M
- County predicting revenue decline

## **Risky Impasse**

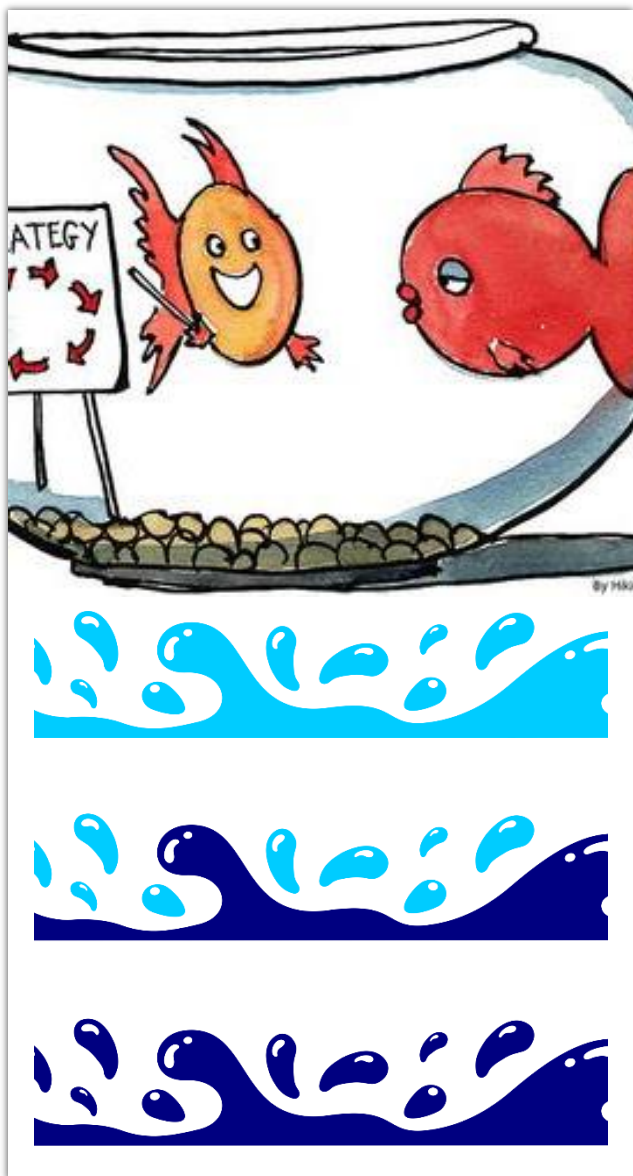
- SMCPS can demonstrate lack of funds
- All accomplishments are subject to re-negotiation



# Maintenance of Effort Funding



- Public school funding is a partnership between the state and local county governments.
- Maintenance of effort (MOE) is a state law designed to protect the quality of our children's education by discouraging local governments from shortchanging our schools and students.
- MOE was intended to discourage local governments from reducing their annual per pupil funding by requiring them to “maintain their effort” by meeting or exceeding their contribution of the year before.
- It is often misinterpreted; it was never intended to set the bar.



# Our Approach

## • Strategy

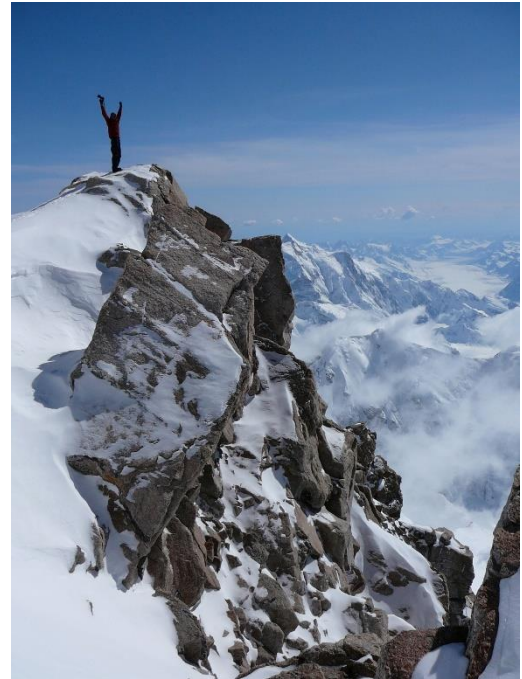
- Meet minimum legal requirements first
- Build from there with eye on equity
- Raise the entire ship
- Avoid financial tradeoffs with other existing benefits
- Push for joint study committees on complicated topics

## • Goals

- Simple certificated career ladder
- Money on every step (no frozen steps)
- Quick path to the highest earnings (top)
- Higher starting and ending salaries
- Greater career earnings
- Salary enhancement for all
- Fewer employees earning below living wage
- Protection of continued sustainable quality healthcare benefits
- Ability to open negotiations for Blueprint unknowns

- Four-year deal with salary increase for all staff for all staff all four years
- No openers unless triggered by study committee results or Blueprint issues
- Historic change: new salary scales and career ladder for certificated
- Significant increases in career earnings for ESP and certificated
- Higher starting and ending salaries for ESP and certificated
- Protection of quality healthcare
- Bargaining stability and improved economic certainty for employees

## Mountain View of Accomplishments



# Bird's Eye View Ahead

Parity sought between both contracts so much language is the same.

Precise language from tentative agreement shared for your review.



Language proposed to be removed is ~~stricken red font~~

Language proposed to be added is in plain red font

Related existing language is in plain black font



# Article 1.2: Definitions (Both Contracts)

Agreement. The CBA between the Board and EASMC, an affiliate of the Maryland State Education Association (MSEA) and the National Education Association (NEA). (TA 11/16/23)

Substitute Employee. An individual who is hired as a temporary employee to fill in temporarily for a full-time or part-time employee who is absent or on extended leave. A substitute is not benefitted, does not earn leave as identified in the negotiated agreement, and is not eligible for enrollment in Maryland State Retirement. This position is not a member of the bargaining unit. (TA 01/17/2024)

Temporary Employees. Employees who are employed to work for a period not to exceed nine months. Temporary employees shall be advised of the temporary nature of their employment at the time of hire. (TA 11/16/23)

## Article 1.3: Designation (Both Contracts)

EASMC recognizes the Board as the agency charged with the legal responsibility for the successful operation of SMCPS. This responsibility shall include the determination and administration of school policy, the operation and management of the schools, and the direction of employees, subject only to the provisions of its negotiated agreements and state and federal laws. (TA 11/16/23)

## Article 1.4: Negotiations (Both Contracts)

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. Upon mutual agreement, this Agreement may be modified in whole or in part by an instrument in writing duly executed by both parties. (TA 11/16/23)

~~The Board will provide a copy of the proposed Comprehensive Agreement to all present employees of the Board for the purpose of ratification.~~ The Board shall post online a copy of this Agreement. (TA 11/16/23) The Board shall give new employees a link to this agreement along with a welcome folder provided to the Board by EASMC. The cost of providing any hard copies of this Agreement will be shared equally by the Board and the Association.



# Article 1.5: Realignment of Agreement (Both Contracts)

During the 2023-2024 bargaining season, this agreement was realigned to be more user-friendly. Representative changes include changing from Roman to Arabic numerals, naming and renaming some sections, reordering some sections, and moving some content to other sections. Absent other textual content revisions, none of these structural changes is intended to change the meaning, intention when originally bargained, or past practice of any language existing on June 30, 2024. If any text is later found to have been unintentionally omitted or added during this realignment, both parties agree that the unintentionally changed text will be immediately returned to the most appropriate article. Intentional changes are those presented as a strikeout or addition, discussed, and agreed to by both parties during collective bargaining. (TA 1/24/24)

# Article 3: Association Privileges and Responsibilities (ESP to Match Certificated)

## EASMC Membership Information

EASMC shall provide the Department of Fiscal Services annually, ~~prior to the second pay date in~~ October 1, with a list of members who have authorized payroll deductions for EASMC dues. ~~The list shall include each member's name arranged alphabetically and the appropriate amount to be deducted. For new members, an original copy shall be provided, upon request, of the authorizing membership form signed by the individual employee. Signed authorization forms will be arranged alphabetically.~~ For members who join the Association after ~~the second pay date in~~ October 1 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. ~~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, including each member's name and applicable identification number.~~ (TA 11/16/23)

## Other Allowable Payroll Deductions

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.

- Group Insurance Plans
- United States Savings Bonds
- Credit Unions
- Any Other Deductions Authorized by the Superintendent (TA 11/16/23)

## Pre-tax Payroll Deductions

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. (TA 11/16/23)

# Article 4.4 & 9.21: Work Performed Outside Classification (ESP and Certificated)

~~An employee detailed in writing to duty outside their regular classification for more than 10 consecutive work days shall be compensated at the appropriate rate for the classification to which they are detailed for the period of detail beyond the 10 days. The written notification shall be provided prior to starting the duty, if possible, and include the position title, job description, work location, work hours, pay rate for the assignment as listed in the negotiated agreement (after the first 10 days), and estimated time period of the assignment to be performed outside of the employee's regular classification. Employees shall sign indicating that they have received such written notification and agree to the assignment as described.~~ Employees detailed in writing from the Department of Human Resources to an acting position for more than 10 consecutive work days shall be compensated at the appropriate rate for the position to which they are detailed for the period of detail beyond the 10 days. Employees must be qualified for the position to which they are appointed. The written notification shall be provided prior to starting the assignment, if possible, and include the position title, work location, pay rate for the assignment (after the first 10 days) as listed in the appropriate negotiated agreement (see Appendix G for computation) and estimated time period of the acting assignment. Once an employee thus detailed exceeds the 10 consecutive work days, their pay for the higher classification shall be backdated to the first day worked. If the acting assignment work performed outside of the current bargaining unit requires the employee to work beyond their negotiated duty day, then they shall be compensated with hourly pay, compensatory time, or overtime, per their regular collective bargaining agreement. (TA 02/14/24)

Employees acting as administrators shall maintain confidentiality while conducting observations and evaluations, facilitating SLO conferences, accessing personnel information, and issuing employee discipline. Employees who are acting as administrators must confer with a supervisory member in their chain of command prior to issuing discipline. A supervisory staff member from the Department of Human Resources may assume responsibility for disciplinary action if needed, as determined by the Superintendent. (TA 02/15/24)

# Article 4.5.3: Reclassification (ESP Only)

## Individual Position Reclassification

Employees shall not be assigned to duties normally performed by positions higher than their current classification for more than 10 consecutive work days without documentation from the Department of Human Resources compensating the employee for acting pay as described in paragraph 4.4 above. A request for an individual position reclassification can be initiated (1) by an employee's request, (2) by a supervisor's request, (3) or at the discretion of the superintendent. (TA 2/15/24)

## **Employee-initiated Requests for Reclassification**

Employees may submit a reclassification request by no later than September 1 to be considered during the budgetary process for the next fiscal year. The supervisor shall review the request, add any additional information in response to the employee's request indicating either agreement or disagreement, and submit the entire request to the Department of Human Resources by September 30 for consideration in the coming fiscal year. Reclassification requests must include the following information. (TA 2/15/24)

- a. List of higher-level tasks being performed by the employee outside of their current job description and at a higher pay grade level.
- b. The average time per week spent by employee performing each of the higher-level tasks.
- c. The name and pay grade of the higher-level classifications that include the same higher-level tasks currently being performed by the employee outside of classification.
- d. Approximate date when employee began performing each higher-level task.
- e. Reason the employee was required to start performing the higher-level tasks.
- f. Employee signature and date submitted.
- g. Supervisor recommendations, justification for recommendations, signature, and date submitted. (TA 2/15/24)

# Article 4.5.3: Reclassification (ESP Only)

## **Supervisor-initiated Requests for Reclassification**

Supervisors may submit a reclassification request to their immediate supervisor by no later than September 30 to be considered during the budgetary process for the next fiscal year. The supervisor shall submit their entire request to the Department of Human Resources. Reclassification requests must include the following information. (TA 2/15/24)

- a. List of higher-level tasks being performed by the employee outside of their current job description and at a higher pay grade level.
- b. The average time per week spent by employee performing each of the higher-level tasks.
- c. The name and pay grade of the higher-level classifications that include the same higher-level tasks currently being performed by the employee outside of classification.
- d. Approximate date when employee began performing each higher-level task.
- e. Reason the employee was required to start performing the higher-level tasks.
- f. Supervisor signature and date submitted. (TA 2/15/24)

## Article 5.1.2.4: Working Conditions (Certificated Only)

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. **A course that is taught both online (virtually) and in-person shall count as two distinct courses and thus two preparations.** (TA 01/17/24)

- a. Four or More Class Preparations. If a teacher's assignment requires four or more different class preparations, then prior to issuing the assignment, the home site principal will meet with the teacher to (1) explain the factors requiring the rigorous assignment, (2) review the variables impacting workload including class sizes/levels, and (3) discuss reasonable accommodations to mitigate the any above average planning and preparation responsibilities. In cases of multiple-site assignments, the principals shall share responsibility for explaining the reasons and providing accommodations. The principal(s) shall summarize the meeting via an email to the employee. (TA 2/2/24)
- a. Special Education Regional & Specialized Program Teachers. Special education teachers assigned to regional and specialized program such as Pre-school Special Education (PSSE), Learning Adjustment Program (LAP), Supporting Academics and Independent Living (SAIL), Teaching Independence and Developmental Skills to Early Elementary Students (TIDES), and Community Promoting Academic and Social Success (COMPASS), may submit a written request via email to their site administrator to request substitute coverage. The written request must include justification for the request. Site administrators, in collaboration with the Director of Special Education, will consider the request and justification provided, and when possible and when deemed appropriate, allocate a substitute to support the teacher in fulfilling their planning and IEP responsibilities. (TA 2/15/24)

# Article 5.1.2 & 5.1.3: Working Conditions (ESP Only)

## Crisis Prevention Institute

All paraeducators 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. **Since there is no readily accessible administrative support and assistance in transit long distance, bus drivers and attendants shall receive written guidance to address special circumstances. (TA 1/24/24)**

## Administrative Responsibility for Student Disciplinary Procedures

**Prior to the start of each school year, the site administrator of each school location shall inform staff of the school-wide disciplinary plan. (TA 1/24/24)**



# Article 5.1.4: Working Conditions (ESP Only)

## Voluntary Substitutes for Teachers

~~Media clerks, paraeducators, secretaries, and teacher apprentices shall not be utilized to substitute for teachers beyond two hours except in emergencies. During such emergencies, coverage will be sought by an administrator on a voluntary basis and the employee will be advised that subbing is voluntary.~~

Prior to requesting media clerks, paraeducators, secretaries, and teacher apprentices to substitute for a teacher, site administrators must first exhaust the following options in order.

- a. Assign an SMCPs substitute.
- b. Request and assign volunteers from the available certificated staff in the building.
- c. Assign an administrator in the building.

After the options above have been exhausted, then a site administrator may request that a media clerk, paraeducator, secretary, or teacher apprentice volunteer to substitute for a teacher for no more than two hours a day. The site administrator must advise the media clerk, paraeducators, secretary, or teacher apprentice that subbing for a teacher is voluntary.

In the case of an emergency in a school building, the site administrator may assign a media clerk, paraeducator, secretary, or teacher apprentice to provide coverage for students. (TA 2/15/24)

# Article 5.1.10: Working Conditions (Certificated Only)

## School Startup Classroom Preparation and Planning Time

All certificated school-based employees shall have at least the equivalent of 1.5 employee workdays of self-directed time at the start of the new school year to adequately plan and prepare for the arrival of students. One (1) day shall be allocated to staff and indicated on the school system operational calendar for classroom preparation and individual planning and must be scheduled prior to the last teacher duty day before students arrive for the new school year. The other ½ day shall be allocated on the last day before students arrive. Certificated school-based employees shall not have any required meetings or orientations after the midpoint of the normal employee workday. (TA 2/15/24)

# Article 5.2.1: Working Conditions (ESP Only)

## Normal Work Hours

Full-time employees shall work the hours (excluding lunch) specified in Appendix A, Schedule of Classifications. Additional hours worked by nonexempt employees will be paid at the employee's hourly rate up to 40 hours worked per week, after which overtime guidelines apply. The employee categories are meant to be characteristic of the types of employees hired by SMCPS to work the indicated number of hours and may not include every single job classification. **The mathematical rounding and computation of work hours for the purposes of regular pay, overtime pay, and leave shall be the same for bus drivers and bus attendants as for all other employee classifications.** (TA 02/21/24)

# Article 5.2.2: Working Conditions (Both Contracts)

## Duty-free Lunch

All employees working more than four hours in a single day shall be scheduled for and receive an unpaid 30-minute duty-free meal period. This includes employees who are normally scheduled to work less than 4 hours in a single day but who have been approved by their supervisor to work 4 or more hours in a single day. **When attending full-day in-service events off site where lunch is not provided or available on location, employees may take up to a 60-minute duty-free lunch as long as it does not negatively impact the delivery of the in-service event. Employees may discreetly access snacks and fluids as necessary to support their well-being outside of scheduled breaks. (TA 11/16/23)**

## Article 5.2.2.2: Working Conditions-Duty Day (Certificated Only)

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

- a. Incomplete regular teacher responsibilities (e.g., instructional planning, preparation, and grading).
- b. One faculty meeting per month. Employees should make a good faith attempt to attend the full meeting and if unable to do so, will provide advance notice to the site supervisor when possible.
- c. One open house type of event of no more than two hours in duration beyond the duty day. Employees should make a good faith attempt to attend the full event and if unable to do so, will provide advance notice to the site supervisor when possible.

(TA 1/17/24)

**FIFTY YEARS IN THE MAKING!**

# Article 5.2.4.5, 5.2.5.1, & 5.2.5.2: Working Conditions (ESP Only)

## Weekends and Holidays

SMCPS also has the right under the contract to meet the needs of the school system with Saturday, Sunday, or holiday work, or on other days without incurring overtime pay by increasing or reducing preceding daily work hours. **School bus drivers and attendants may volunteer to work on designated SMCPS holidays that are not out-of-county school holidays. See paragraph 5.2.5.10, Holiday Pay. (TA 02/14/24)**

## Overtime Rate of Pay

~~In the event that~~ If (TA 2/21/24) in a normal workweek an employee works more than the number of hours designated for their position **performing routine expectations of their position in a normal workweek** and does not exceed 40 hours, they shall be compensated at the hourly rate of pay. ~~In the event that~~ If they work more than 40 hours in a normal workweek, shall be compensated at 1½ times their rate of pay for all hours worked in excess of 40 hours in a normal workweek. (TA 02/14/24)

## Compensatory Time

They **Employees** may request compensatory time which will be calculated 1½ times the hours worked, if appropriate based on 5.2.5.1 above. (TA 02/14/24)

## Article 5.2.5.10: Working Conditions (ESP Only)

### **5.2.5.10 Holiday Pay**

For staff members who volunteer to work on a designated holiday (for their assigned position) on the approved SMCPS annual calendar, the hourly rate of pay or compensatory time shall be at the rate of two times the normal rate for all time worked (the regular hourly rate plus 1 times the regular hourly rate). The hourly rate of pay or compensatory time for holiday work that results in an excess of 40 hours worked in that week shall be two and a half times the normal rate for all time worked (the regular hourly rate plus 1.5 times the regular hourly rate). All holiday work must be approved in advance and documented through the payroll system. (TA 02/14/24)



# Article 5.2.7.1 & 5.2.3: Working Conditions (Both Contracts)

## Evaluating Employees for Intoxication (TA 01/17/24)

The use of prescription medication for a qualifying medical condition shall be treated in accordance with applicable laws, policies, and regulations. (TA 02/14/24)

- a. Administrator Training. Employees may be evaluated (TA 01/17/24) for drugs and/or alcohol. Site-based administrators and supervisors are not authorized to initiate a reasonable suspicion test and shall refer all concerns about potential employee intoxication to the Department of Human Resources or Department of Safety and Security for handling. One of the departments shall deploy a Central Office administrator who has completed training on reasonable suspicion. Testing shall be required if the trained Central Office administrator has reason to believe that an employee may be intoxicated (see Article 1.2, Definitions, Subparagraph i, Intoxicated) at the work site. (TA 01/17/24)
- b. Reasonable Suspicion. Prior to testing, the trained administrator from the Department of Human Resources or the Department of Safety and Security, shall orally outline the evidence that led to the decision to test the employee. The reasonable suspicion shall be documented in writing and given to the employee or representative prior to any investigatory or disciplinary meeting. (TA 01/17/24)
- c. Privacy. The employee is entitled to privacy during the testing process. (TA 01/17/24)
- d. Rehabilitation. The Board maintains the discretion to consider any employee who tests positive under this provision for rehabilitation through a treatment program approved by the Board in lieu of termination if termination is a potential outcome. (TA 02/14/24)

# Article 5.2.11: Working Conditions (ESP Only)

Safety Shoes. Operations, Maintenance, and Technology personnel will receive reimbursement up to \$50.00 per year upon receipt of proof of purchase of safety shoes with steel toes. Requests for reimbursement must be submitted to the immediate supervisor within 30 days of receipt. This can be reached using one or more receipts during the school year. **This amount will be increased to \$60.00 on July 1, 2026.** (TA 02/14/24)

Work Shoes. Food service personnel will receive reimbursement up to \$50.00 per year upon receipt of proof of purchase of work shoes. Requests for reimbursement must be submitted to the immediate supervisor within 30 days of receipt. This can be reached using one or more receipts during the school year. **This amount will be increased to \$60.00 on July 1, 2026.** (TA 02/14/24)

Work Shoes. Safety Assistants and Safety Advocates will receive reimbursement up to \$50.00 per year upon receipt of proof of purchase of work shoes. Requests for reimbursement must be submitted to the immediate supervisor within 30 days of receipt. This can be reached using one or more receipts during the school year. **This amount will be increased to \$60.00 on July 1, 2026.** (TA 02/14/24)

## **Transportation Personnel**

**School Bus Drivers and School Bus Attendants will be provided with five polo shirts as coordinated with the Supervisor of Transportation.** (TA 1/24/24)

## Article 5.2.13 & 5.2.2.4: Working Conditions (ESP to Match Certificated)

Except in cases of emergency, **staff**/faculty meetings will not be regularly scheduled after the duty day on Fridays or on the day before a holiday. (TA 11/16/23)

# Article 7.1.2 & 7.5: Health and Safety (ESP to Match Certificated)

## **HEALTH AND SAFETY INSPECTIONS**

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. (TA 1/24/24)

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, if appropriate. (TA 1/24/24)

# Article 7.3 & 7.8: Health and Safety (Both Contracts)

## **UNSUITABLE CONDITIONS**

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 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, **or with unhealthy humidity as determined by the authorized qualified personnel**, unless the regular responsibilities of their position require working in such conditions. (TA 02/14/24)

## **STAFF ACCESS TO RESTROOMS**

**The Board shall provide restrooms reserved for staff use only in each school to allow staff access to restroom facilities not utilized by students. Employees who require a bathroom break during times when they are not scheduled for lunch or planning should contact the main office to secure coverage for the staff member to utilize the restroom. (TA 01/17/24)**

# Article 7.6 & 7.7: Health and Safety (Certificated to Match ESP)

## **SITE SECURITY LIGHTING**

Work site security lighting at the location where staff members exit the building shall not be scheduled to go off until after the last employee is scheduled to leave. (TA 01/17/24)

## **SMCPS VEHICLE SAFETY FEATURES (TA 11/16/23)**

SMCPS vehicles to be used by employees shall be equipped with state and federally mandated safety features that were required in the year in which the vehicle was manufactured (unless the federal or state government requires a retrofit). (TA 11/16/23)



# Article 8: Insurance (Both Contracts)

Not  
One  
Blooming  
Thing





# Article 9.4: Salary (Both Contracts)

## **FINAL PAYOUTS AFTER EMPLOYEE SEPARATION**

Within 30 days of the last day of employment following an employee's separation from SMCPS employment, final payouts ~~termination pay~~ will be paid. Any assets or money owed to SMCPS by the separating employee must be settled ~~in full within 14 days of~~ on the employee's last day of work. Otherwise, SMCPS may deduct the amount owed from the final payout to the employee. (TA 2/14/24)

The employee has an obligation to return funds within 30 days to SMCPS. If the outstanding debt is not paid within 30 days, SMCPS may pursue payment via a debt collection agency. SMCPS shall notify the employee in writing of the amount owed to SMCPS and inform the employee that should the separated employee return to employment with SMCPS, SMCPS may immediately withhold amounts associated with the outstanding debt from the employee's biweekly pay. (TA 2/14/24)

# Article 9.5: Salary (ESP Only)

## School Year 2024-2025 (FY2025)

- a. All employees who begin work on or before March 1, ~~2024~~ ~~2023~~, will receive their normal step progression on the FY25 salary schedule and then move one range to the right on the new salary schedule maintaining their previously calculated step. Range 36 will be added to the schedule at the same percentage range advancement as the rest of the FY24 schedule. Employees currently on Range 35 of the FY24 salary schedule shall be moved to Range 36 of the new salary schedule.
- b. The FY24 salary scales will be increased by 1%.

## School Year 2025-2026 (FY2026)

- a. All employees who begin work on or before March 1, 2025, will receive their normal step progression on the FY26 salary schedule and then move one range to the right on the new salary schedule maintaining their previously calculated step. Employees currently on Range 2 of the FY25 salary schedule shall be moved to Range 3 of the new salary schedule. Range 37 will be added to the schedule at the same percentage range advancement as the rest of the FY26 schedule. Employees currently on Range 36 of the FY25 salary schedule shall be moved to Range 37 of the new salary schedule.
- b. The salary scales will be increased by 1%.

## School Year 2026-2027 (FY2027)

- a. All employees who begin work on or before March 1, 2026, will receive their normal step progression on the FY27 salary schedule.
- b. The salary scales will be increased by 2%.

## School Year 2027-2028 (FY2028)

- a. All employees who begin work on or before March 1, 2027, will receive their normal step progression on the FY28 salary schedule.
- b. The salary scales will be increased by 2%.

# Article 9.5: Salary Yr. 1 **Sample** (ESP Only)

Step = 3%  
COLA = 1%  
Range Shift = 3%

**YR 1 Total = 7%**

Everyone shifts  
one range over,  
including those at  
the top of the  
scale or on  
highest range.

Top if the scale  
increase for all  
employees, even  
those already at  
the top.

FY 2025 EASMC ESP 12-MONTH 7-HOUR EMPLOYEES

| STEP | RANGE |          |          |          |          |          |          |          |          |          |          |          |
|------|-------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
|      | 01    | 02       | 03       | 04       | 05       | 06       | 07       | 08       | 09       | 10       | 11       | 12       |
| A    |       | \$28,702 | \$29,561 | \$30,456 | \$31,370 | \$32,301 | \$33,270 | \$34,275 | \$35,298 | \$36,357 | \$37,454 | \$38,568 |
| B    |       | \$29,561 | \$30,456 | \$31,370 | \$32,301 | \$33,270 | \$34,275 | \$35,298 | \$36,357 | \$37,454 | \$38,568 | \$39,719 |
| C    |       | \$30,456 | \$31,370 | \$32,301 | \$33,270 | \$34,275 | \$35,298 | \$36,357 | \$37,454 | \$38,568 | \$39,719 | \$40,925 |
| D    |       | \$31,370 | \$32,301 | \$33,270 | \$34,275 | \$35,298 | \$36,357 | \$37,454 | \$38,568 | \$39,719 | \$40,925 | \$42,149 |
| E    |       | \$32,301 | \$33,270 | \$34,275 | \$35,298 | \$36,357 | \$37,454 | \$38,568 | \$39,719 | \$40,925 | \$42,149 | \$43,410 |
| F    |       | \$33,270 | \$34,275 | \$35,298 | \$36,357 | \$37,454 | \$38,568 | \$39,719 | \$40,925 | \$42,149 | \$43,410 | \$44,707 |
| G    |       | \$34,275 | \$35,298 | \$36,357 | \$37,454 | \$38,568 | \$39,719 | \$40,925 | \$42,149 | \$43,410 | \$44,707 | \$46,059 |
| H    |       | \$35,298 | \$36,357 | \$37,454 | \$38,568 | \$39,719 | \$40,925 | \$42,149 | \$43,410 | \$44,707 | \$46,059 | \$47,429 |
| I    |       | \$36,357 | \$37,454 | \$38,568 | \$39,719 | \$40,925 | \$42,149 | \$43,410 | \$44,707 | \$46,059 | \$47,429 | \$48,854 |
| J    |       | \$37,454 | \$38,568 | \$39,719 | \$40,925 | \$42,149 | \$43,410 | \$44,707 | \$46,059 | \$47,429 | \$48,854 | \$50,334 |
| K    |       | \$38,568 | \$39,719 | \$40,925 | \$42,149 | \$43,410 | \$44,707 | \$46,059 | \$47,429 | \$48,854 | \$50,334 | \$51,832 |
| L    |       | \$39,719 | \$40,925 | \$42,149 | \$43,410 | \$44,707 | \$46,059 | \$47,429 | \$48,854 | \$50,334 | \$51,832 | \$53,385 |
| M    |       | \$40,925 | \$42,149 | \$43,410 | \$44,707 | \$46,059 | \$47,429 | \$48,854 | \$50,334 | \$51,832 | \$53,385 | \$54,993 |
| N    |       | \$42,149 | \$43,410 | \$44,707 | \$46,059 | \$47,429 | \$48,854 | \$50,334 | \$51,832 | \$53,385 | \$54,993 | \$56,637 |
| O    |       | \$43,410 | \$44,707 | \$46,059 | \$47,429 | \$48,854 | \$50,334 | \$51,832 | \$53,385 | \$54,993 | \$56,637 | \$58,336 |

| STEP | RANGE    |          |          |          |          |          |          |          |          |          |          |          |
|------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
|      | 13       | 14       | 15       | 16       | 17       | 18       | 19       | 20       | 21       | 22       | 23       | 24       |
| A    | \$39,719 | \$40,925 | \$42,149 | \$43,410 | \$44,707 | \$46,059 | \$47,429 | \$48,854 | \$50,334 | \$51,832 | \$53,385 | \$54,993 |
| B    | \$40,925 | \$42,149 | \$43,410 | \$44,707 | \$46,059 | \$47,429 | \$48,854 | \$50,334 | \$51,832 | \$53,385 | \$54,993 | \$56,637 |
| C    | \$42,149 | \$43,410 | \$44,707 | \$46,059 | \$47,429 | \$48,854 | \$50,334 | \$51,832 | \$53,385 | \$54,993 | \$56,637 | \$58,336 |
| D    | \$43,410 | \$44,707 | \$46,059 | \$47,429 | \$48,854 | \$50,334 | \$51,832 | \$53,385 | \$54,993 | \$56,637 | \$58,336 | \$60,090 |
| E    | \$44,707 | \$46,059 | \$47,429 | \$48,854 | \$50,334 | \$51,832 | \$53,385 | \$54,993 | \$56,637 | \$58,336 | \$60,090 | \$61,899 |
| F    | \$46,059 | \$47,429 | \$48,854 | \$50,334 | \$51,832 | \$53,385 | \$54,993 | \$56,637 | \$58,336 | \$60,090 | \$61,899 | \$63,744 |
| G    | \$47,429 | \$48,854 | \$50,334 | \$51,832 | \$53,385 | \$54,993 | \$56,637 | \$58,336 | \$60,090 | \$61,899 | \$63,744 | \$65,662 |
| H    | \$48,854 | \$50,334 | \$51,832 | \$53,385 | \$54,993 | \$56,637 | \$58,336 | \$60,090 | \$61,899 | \$63,744 | \$65,662 | \$67,636 |
| I    | \$50,334 | \$51,832 | \$53,385 | \$54,993 | \$56,637 | \$58,336 | \$60,090 | \$61,899 | \$63,744 | \$65,662 | \$67,636 | \$69,664 |
| J    | \$51,832 | \$53,385 | \$54,993 | \$56,637 | \$58,336 | \$60,090 | \$61,899 | \$63,744 | \$65,662 | \$67,636 | \$69,664 | \$71,746 |
| K    | \$53,385 | \$54,993 | \$56,637 | \$58,336 | \$60,090 | \$61,899 | \$63,744 | \$65,662 | \$67,636 | \$69,664 | \$71,746 | \$73,902 |
| L    | \$54,993 | \$56,637 | \$58,336 | \$60,090 | \$61,899 | \$63,744 | \$65,662 | \$67,636 | \$69,664 | \$71,746 | \$73,902 | \$76,113 |
| M    | \$56,637 | \$58,336 | \$60,090 | \$61,899 | \$63,744 | \$65,662 | \$67,636 | \$69,664 | \$71,746 | \$73,902 | \$76,113 | \$78,397 |
| N    | \$58,336 | \$60,090 | \$61,899 | \$63,744 | \$65,662 | \$67,636 | \$69,664 | \$71,746 | \$73,902 | \$76,113 | \$78,397 | \$80,753 |
| O    | \$60,090 | \$61,899 | \$63,744 | \$65,662 | \$67,636 | \$69,664 | \$71,746 | \$73,902 | \$76,113 | \$78,397 | \$80,753 | \$83,183 |

| STEP | RANGE    |          |          |          |          |          |           |           |           |           |           |           |
|------|----------|----------|----------|----------|----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|
|      | 25       | 26       | 27       | 28       | 29       | 30       | 31        | 32        | 33        | 34        | 35        | 36        |
| A    | \$56,637 | \$58,336 | \$60,090 | \$61,899 | \$63,744 | \$65,662 | \$67,636  | \$69,664  | \$71,746  | \$73,902  | \$76,113  | \$78,397  |
| B    | \$58,336 | \$60,090 | \$61,899 | \$63,744 | \$65,662 | \$67,636 | \$69,664  | \$71,746  | \$73,902  | \$76,113  | \$78,397  | \$80,753  |
| C    | \$60,090 | \$61,899 | \$63,744 | \$65,662 | \$67,636 | \$69,664 | \$71,746  | \$73,902  | \$76,113  | \$78,397  | \$80,753  | \$83,183  |
| D    | \$61,899 | \$63,744 | \$65,662 | \$67,636 | \$69,664 | \$71,746 | \$73,902  | \$76,113  | \$78,397  | \$80,753  | \$83,183  | \$85,668  |
| E    | \$63,744 | \$65,662 | \$67,636 | \$69,664 | \$71,746 | \$73,902 | \$76,113  | \$78,397  | \$80,753  | \$83,183  | \$85,668  | \$88,244  |
| F    | \$65,662 | \$67,636 | \$69,664 | \$71,746 | \$73,902 | \$76,113 | \$78,397  | \$80,753  | \$83,183  | \$85,668  | \$88,244  | \$90,893  |
| G    | \$67,636 | \$69,664 | \$71,746 | \$73,902 | \$76,113 | \$78,397 | \$80,753  | \$83,183  | \$85,668  | \$88,244  | \$90,893  | \$93,615  |
| H    | \$69,664 | \$71,746 | \$73,902 | \$76,113 | \$78,397 | \$80,753 | \$83,183  | \$85,668  | \$88,244  | \$90,893  | \$93,615  | \$96,429  |
| I    | \$71,746 | \$73,902 | \$76,113 | \$78,397 | \$80,753 | \$83,183 | \$85,668  | \$88,244  | \$90,893  | \$93,615  | \$96,429  | \$99,316  |
| J    | \$73,902 | \$76,113 | \$78,397 | \$80,753 | \$83,183 | \$85,668 | \$88,244  | \$90,893  | \$93,615  | \$96,429  | \$99,316  | \$102,294 |
| K    | \$76,113 | \$78,397 | \$80,753 | \$83,183 | \$85,668 | \$88,244 | \$90,893  | \$93,615  | \$96,429  | \$99,316  | \$102,294 | \$105,363 |
| L    | \$78,397 | \$80,753 | \$83,183 | \$85,668 | \$88,244 | \$90,893 | \$93,615  | \$96,429  | \$99,316  | \$102,294 | \$105,363 | \$108,524 |
| M    | \$80,753 | \$83,183 | \$85,668 | \$88,244 | \$90,893 | \$93,615 | \$96,429  | \$99,316  | \$102,294 | \$105,363 | \$108,524 | \$111,794 |
| N    | \$83,183 | \$85,668 | \$88,244 | \$90,893 | \$93,615 | \$96,429 | \$99,316  | \$102,294 | \$105,363 | \$108,524 | \$111,794 | \$115,138 |
| O    | \$85,668 | \$88,244 | \$90,893 | \$93,615 | \$96,429 | \$99,316 | \$102,294 | \$105,363 | \$108,524 | \$111,794 | \$115,138 | \$118,591 |

# Article 9.5: Salary Yr. 2 **Sample** (ESP Only)

Step = 3%  
COLA = 1%  
Range Shift = 3%

**YR 1 Total = 7%**

Everyone shifts one range over, including those at the top of the scale or on highest range.

Top if the scale increase for all employees, even those already at the top.

FY 2026 EASMC ESP 10-MONTH 7-HOUR EMPLOYEES

| STEP | RANGE |    |          |          |          |          |          |          |          |          |          |          |
|------|-------|----|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
|      | 01    | 02 | 03       | 04       | 05       | 06       | 07       | 08       | 09       | 10       | 11       | 12       |
| A    |       |    | \$22,990 | \$23,680 | \$24,397 | \$25,129 | \$25,875 | \$26,649 | \$27,451 | \$28,281 | \$29,125 | \$29,997 |
| B    |       |    | \$23,680 | \$24,397 | \$25,129 | \$25,875 | \$26,649 | \$27,451 | \$28,281 | \$29,125 | \$29,997 | \$30,898 |
| C    |       |    | \$24,397 | \$25,129 | \$25,875 | \$26,649 | \$27,451 | \$28,281 | \$29,125 | \$29,997 | \$30,898 | \$31,826 |
| D    |       |    | \$25,129 | \$25,875 | \$26,649 | \$27,451 | \$28,281 | \$29,125 | \$29,997 | \$30,898 | \$31,826 | \$32,783 |
| E    |       |    | \$25,875 | \$26,649 | \$27,451 | \$28,281 | \$29,125 | \$29,997 | \$30,898 | \$31,826 | \$32,783 | \$33,768 |
| F    |       |    | \$26,649 | \$27,451 | \$28,281 | \$29,125 | \$29,997 | \$30,898 | \$31,826 | \$32,783 | \$33,768 | \$34,781 |
| G    |       |    | \$27,451 | \$28,281 | \$29,125 | \$29,997 | \$30,898 | \$31,826 | \$32,783 | \$33,768 | \$34,781 | \$35,822 |
| H    |       |    | \$28,281 | \$29,125 | \$29,997 | \$30,898 | \$31,826 | \$32,783 | \$33,768 | \$34,781 | \$35,822 | \$36,892 |
| I    |       |    | \$29,125 | \$29,997 | \$30,898 | \$31,826 | \$32,783 | \$33,768 | \$34,781 | \$35,822 | \$36,892 | \$38,003 |
| J    |       |    | \$29,997 | \$30,898 | \$31,826 | \$32,783 | \$33,768 | \$34,781 | \$35,822 | \$36,892 | \$38,003 | \$39,143 |
| K    |       |    | \$30,898 | \$31,826 | \$32,783 | \$33,768 | \$34,781 | \$35,822 | \$36,892 | \$38,003 | \$39,143 | \$40,311 |
| L    |       |    | \$31,826 | \$32,783 | \$33,768 | \$34,781 | \$35,822 | \$36,892 | \$38,003 | \$39,143 | \$40,311 | \$41,521 |
| M    |       |    | \$32,783 | \$33,768 | \$34,781 | \$35,822 | \$36,892 | \$38,003 | \$39,143 | \$40,311 | \$41,521 | \$42,773 |
| N    |       |    | \$33,768 | \$34,781 | \$35,822 | \$36,892 | \$38,003 | \$39,143 | \$40,311 | \$41,521 | \$42,773 | \$44,053 |
| O    |       |    | \$34,781 | \$35,822 | \$36,892 | \$38,003 | \$39,143 | \$40,311 | \$41,521 | \$42,773 | \$44,053 | \$45,376 |

| STEP | RANGE    |          |          |          |          |          |          |          |          |          |          |          |          |          |
|------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
|      | 13       | 14       | 15       | 16       | 17       | 18       | 19       | 20       | 21       | 22       | 23       | 24       |          |          |
| A    | \$30,898 | \$31,826 | \$32,783 | \$33,768 | \$34,781 | \$35,822 | \$36,892 | \$38,003 | \$39,143 | \$40,311 | \$41,521 | \$42,773 | \$44,053 | \$45,376 |
| B    | \$31,826 | \$32,783 | \$33,768 | \$34,781 | \$35,822 | \$36,892 | \$38,003 | \$39,143 | \$40,311 | \$41,521 | \$42,773 | \$44,053 | \$45,376 | \$46,741 |
| C    | \$32,783 | \$33,768 | \$34,781 | \$35,822 | \$36,892 | \$38,003 | \$39,143 | \$40,311 | \$41,521 | \$42,773 | \$44,053 | \$45,376 | \$46,741 | \$48,133 |
| D    | \$33,768 | \$34,781 | \$35,822 | \$36,892 | \$38,003 | \$39,143 | \$40,311 | \$41,521 | \$42,773 | \$44,053 | \$45,376 | \$46,741 | \$48,133 | \$49,583 |
| E    | \$34,781 | \$35,822 | \$36,892 | \$38,003 | \$39,143 | \$40,311 | \$41,521 | \$42,773 | \$44,053 | \$45,376 | \$46,741 | \$48,133 | \$49,583 | \$51,074 |
| F    | \$35,822 | \$36,892 | \$38,003 | \$39,143 | \$40,311 | \$41,521 | \$42,773 | \$44,053 | \$45,376 | \$46,741 | \$48,133 | \$49,583 | \$51,074 | \$52,608 |
| G    | \$36,892 | \$38,003 | \$39,143 | \$40,311 | \$41,521 | \$42,773 | \$44,053 | \$45,376 | \$46,741 | \$48,133 | \$49,583 | \$51,074 | \$52,608 | \$54,184 |
| H    | \$38,003 | \$39,143 | \$40,311 | \$41,521 | \$42,773 | \$44,053 | \$45,376 | \$46,741 | \$48,133 | \$49,583 | \$51,074 | \$52,608 | \$54,184 | \$55,802 |
| I    | \$39,143 | \$40,311 | \$41,521 | \$42,773 | \$44,053 | \$45,376 | \$46,741 | \$48,133 | \$49,583 | \$51,074 | \$52,608 | \$54,184 | \$55,802 | \$57,476 |
| J    | \$40,311 | \$41,521 | \$42,773 | \$44,053 | \$45,376 | \$46,741 | \$48,133 | \$49,583 | \$51,074 | \$52,608 | \$54,184 | \$55,802 | \$57,476 | \$59,207 |
| K    | \$41,521 | \$42,773 | \$44,053 | \$45,376 | \$46,741 | \$48,133 | \$49,583 | \$51,074 | \$52,608 | \$54,184 | \$55,802 | \$57,476 | \$59,207 | \$60,979 |
| L    | \$42,773 | \$44,053 | \$45,376 | \$46,741 | \$48,133 | \$49,583 | \$51,074 | \$52,608 | \$54,184 | \$55,802 | \$57,476 | \$59,207 | \$60,979 | \$62,808 |
| M    | \$44,053 | \$45,376 | \$46,741 | \$48,133 | \$49,583 | \$51,074 | \$52,608 | \$54,184 | \$55,802 | \$57,476 | \$59,207 | \$60,979 | \$62,808 | \$64,694 |
| N    | \$45,376 | \$46,741 | \$48,133 | \$49,583 | \$51,074 | \$52,608 | \$54,184 | \$55,802 | \$57,476 | \$59,207 | \$60,979 | \$62,808 | \$64,694 | \$66,633 |
| O    | \$46,741 | \$48,133 | \$49,583 | \$51,074 | \$52,608 | \$54,184 | \$55,802 | \$57,476 | \$59,207 | \$60,979 | \$62,808 | \$64,694 | \$66,633 | \$68,633 |

| STEP | RANGE    |          |          |          |          |          |          |          |          |          |          |          |          |          |           |           |
|------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|-----------|
|      | 25       | 26       | 27       | 28       | 29       | 30       | 31       | 32       | 33       | 34       | 35       | 36       | 37       |          |           |           |
| A    | \$44,053 | \$45,376 | \$46,741 | \$48,133 | \$49,583 | \$51,074 | \$52,608 | \$54,184 | \$55,802 | \$57,476 | \$59,207 | \$60,979 | \$62,808 | \$64,694 | \$66,633  | \$68,633  |
| B    | \$45,376 | \$46,741 | \$48,133 | \$49,583 | \$51,074 | \$52,608 | \$54,184 | \$55,802 | \$57,476 | \$59,207 | \$60,979 | \$62,808 | \$64,694 | \$66,633 | \$68,633  | \$70,688  |
| C    | \$46,741 | \$48,133 | \$49,583 | \$51,074 | \$52,608 | \$54,184 | \$55,802 | \$57,476 | \$59,207 | \$60,979 | \$62,808 | \$64,694 | \$66,633 | \$68,633 | \$70,688  | \$72,812  |
| D    | \$48,133 | \$49,583 | \$51,074 | \$52,608 | \$54,184 | \$55,802 | \$57,476 | \$59,207 | \$60,979 | \$62,808 | \$64,694 | \$66,633 | \$68,633 | \$70,688 | \$72,812  | \$74,993  |
| E    | \$49,583 | \$51,074 | \$52,608 | \$54,184 | \$55,802 | \$57,476 | \$59,207 | \$60,979 | \$62,808 | \$64,694 | \$66,633 | \$68,633 | \$70,688 | \$72,812 | \$74,993  | \$77,244  |
| F    | \$51,074 | \$52,608 | \$54,184 | \$55,802 | \$57,476 | \$59,207 | \$60,979 | \$62,808 | \$64,694 | \$66,633 | \$68,633 | \$70,688 | \$72,812 | \$74,993 | \$77,244  | \$79,566  |
| G    | \$52,608 | \$54,184 | \$55,802 | \$57,476 | \$59,207 | \$60,979 | \$62,808 | \$64,694 | \$66,633 | \$68,633 | \$70,688 | \$72,812 | \$74,993 | \$77,244 | \$79,566  | \$81,958  |
| H    | \$54,184 | \$55,802 | \$57,476 | \$59,207 | \$60,979 | \$62,808 | \$64,694 | \$66,633 | \$68,633 | \$70,688 | \$72,812 | \$74,993 | \$77,244 | \$79,566 | \$81,958  | \$84,406  |
| I    | \$55,802 | \$57,476 | \$59,207 | \$60,979 | \$62,808 | \$64,694 | \$66,633 | \$68,633 | \$70,688 | \$72,812 | \$74,993 | \$77,244 | \$79,566 | \$81,958 | \$84,406  | \$86,939  |
| J    | \$57,476 | \$59,207 | \$60,979 | \$62,808 | \$64,694 | \$66,633 | \$68,633 | \$70,688 | \$72,812 | \$74,993 | \$77,244 | \$79,566 | \$81,958 | \$84,406 | \$86,939  | \$89,556  |
| K    | \$59,207 | \$60,979 | \$62,808 | \$64,694 | \$66,633 | \$68,633 | \$70,688 | \$72,812 | \$74,993 | \$77,244 | \$79,566 | \$81,958 | \$84,406 | \$86,939 | \$89,556  | \$92,243  |
| L    | \$60,979 | \$62,808 | \$64,694 | \$66,633 | \$68,633 | \$70,688 | \$72,812 | \$74,993 | \$77,244 | \$79,566 | \$81,958 | \$84,406 | \$86,939 | \$89,556 | \$92,243  | \$95,001  |
| M    | \$62,808 | \$64,694 | \$66,633 | \$68,633 | \$70,688 | \$72,812 | \$74,993 | \$77,244 | \$79,566 | \$81,958 | \$84,406 | \$86,939 | \$89,556 | \$92,243 | \$95,001  | \$97,812  |
| N    | \$64,694 | \$66,633 | \$68,633 | \$70,688 | \$72,812 | \$74,993 | \$77,244 | \$79,566 | \$81,958 | \$84,406 | \$86,939 | \$89,556 | \$92,243 | \$95,001 | \$97,812  | \$100,666 |
| O    | \$66,633 | \$68,633 | \$70,688 | \$72,812 | \$74,993 | \$77,244 | \$79,566 | \$81,958 | \$84,406 | \$86,939 | \$89,556 | \$92,243 | \$95,001 | \$97,812 | \$100,666 | \$103,500 |

# Article 9.5: Salary (Certificated Only)

## Blueprint Schools

For the purposes of appropriate placement on the respective 2024-salary scales, “Blueprint” schools include Great Mills High School, George Washington Carver Elementary School, and Spring Ridge Middle School.

## Career Ladder

The following positions will be placed on the negotiated career ladder effective July 1, 2024.

Teacher (Level 3 eligible)

School Counselor (Level 2 eligible)

Media Specialist (Level 3 eligible)

Instructional Resource Teacher (Level 2 eligible)

## Specialists’ Salary Scale

The following positions will be placed on the negotiated specialist’s salary schedule effective July 1, 2024.

Audiologist

Behavior Specialist

Board-certified Behavior Analyst (BCBA)

Coordinators (Certificated Bargaining Unit)

JROTC Instructor

Occupational Therapist

Orientation and Mobility Specialist

Physical Therapist

Pupil Personnel Worker

Registered Nurse

School Psychologist

Social Worker

Speech-language Pathologist

Vision Therapists

# Article 9.5: Salary (Certificated Only)

School Year 2024-2025 (FY2025) Yr. 1 Most Unpredictable; Step = 2.5%, Increase to Higher Step on Ladder Varies

- a. All employees who begin work on or before March 1, 2024, will receive their normal step progression on the FY24 salary scale.
- b. Employees will be placed on the new career ladder/salary scale at the next immediate step where the dollar amount is higher than the dollar amount once they have advanced one step on the prior FY24 salary scale. Any employee who is currently receiving a \$3,000 stipend for National Board Certification under National Board for Professional Teaching Standards (NBPTS) will have the \$3,000 stipend included in their base salary prior to being moved to the new career ladder/salary scale.

School Year 2025-2026 (FY2026) Yr. 2 = 3% Step + 2% COLA = 5% Total

- a. All employees who begin work on or before March 1, 2025, will receive their normal step progression
- b. The Certificated Specialist Salary Scale and Level 1 of the Certificated Career Ladder shall be adjusted by 2%..

School Year 2026-2027 (FY2027) Yr. 2 = 3% Step + 2% COLA = 5% Total

- a. All employees who begin work on or before March 1, 2026, will receive their normal step progression.
- b. The Certificated Specialist Salary Scale and Level 1 of the Certificated Career Ladder shall be adjusted by 2%.

School Year 2027-2028 (FY2028) Yr. 2 = 3% Step + 2% COLA = 5% Total

- a. All employees who begin work on or before March 1, 2027, will receive their normal step progression.
- b. The Certificated Specialist Salary Scale and Level 1 of the Certificated Career Ladder shall be adjusted by 2%.



# Article 9.5: Salary (Certificated Only)

## **Career Ladder – Year 1**

The following positions will be placed on the negotiated career ladder effective July 1, 2024.

Teacher (Level 3 eligible)

Media Specialist (Level 3 eligible)

School Counselor (Level 2 eligible)

Instructional Resource Teacher (Level 2 eligible)

Level 2 of the career ladder will include a maximum of \$6,750 in tuition reimbursement for pursuing a Master's Degree.

Level 2 of the career ladder will include up to \$2,000 for anyone pursuing NBC. A \$500 stipend will be paid upon successful completion of each NBC component.

A one-time \$7,000 stipend ( MOU) will be paid to anyone assigned to a Blueprint school who is pursuing NBC in FY25. This stipend is not guaranteed for FY26 through FY28, but may be made available based on funding levels.



# Article 9.5: Salary (Certificated Only)

| FY 2025 |                         |                                   |                               |  |  |  |                                    |  |                    |
|---------|-------------------------|-----------------------------------|-------------------------------|--|--|--|------------------------------------|--|--------------------|
| Step    | Level 1                 |                                   |                               | Level 2  |  | Level 3  |                                    |  | Doctorate's Degree |
|         | State Certified Teacher |                                   |                               | Teacher Pursuing   |  | NBC Teacher  |                                    |  |                    |
|         | 0                       | Level 1A                          | Level 1B                      | Level 2(i)(ii)   | Level 2(iii)                             | Level 3  | Level 3(i)                         | Level 3B   |                    |
|         | Provisional Certificate | Standard Professional Certificate | SPC and Masters Degree or APC | Pursuing Masters   | Pursuing National Board                  | Master's Degree (No National Board Certification Area) | National Board (classroom teacher) | 1) National Board (classroom teacher) and 2) Blueprint School Assignment (classroom teacher) |                    |
| A       | \$53,500                | \$60,500                          | \$64,500                      | Increased Tuition Reimbursement for anyone enrolled in an Approved Master's degree program - Max reimbursement = \$6,750 | \$500 Stipend for passing each component | \$64,500   | \$10,000                           | \$17,000   | \$3,000            |
| B       | \$55,105                | \$62,115                          | \$66,435                      |  |  | \$66,435   | \$10,000                           | \$17,000   | \$3,000            |
| C       | \$56,758                | \$64,184                          | \$68,428                      |  |  | \$68,428   | \$10,000                           | \$17,000   | \$3,000            |
| D       | \$58,461                | \$66,110                          | \$70,481                      |  |  | \$70,481   | \$10,000                           | \$17,000   | \$3,000            |
| E       | \$60,215                | \$68,093                          | \$72,595                      |  |  | \$72,595   | \$10,000                           | \$17,000   | \$3,000            |
| F       | \$62,021                | \$70,136                          | \$74,773                      |  |  | \$74,773   | \$10,000                           | \$17,000   | \$3,000            |
| G       | \$63,882                | \$72,240                          | \$77,016                      |  |  | \$77,016   | \$10,000                           | \$17,000   | \$3,000            |
| H       | \$65,798                | \$74,407                          | \$79,327                      |  |  | \$79,327   | \$10,000                           | \$17,000   | \$3,000            |
| I       | \$67,772                | \$76,640                          | \$81,707                      |  |  | \$81,707   | \$10,000                           | \$17,000   | \$3,000            |
| J       | \$69,805                | \$78,939                          | \$84,158                      |  |  | \$84,158   | \$10,000                           | \$17,000   | \$3,000            |
| K       | \$71,900                | \$81,307                          | \$86,683                      |  |  | \$86,683   | \$10,000                           | \$17,000   | \$3,000            |
| L       | \$74,057                | \$83,746                          | \$89,283                      |  |  | \$89,283   | \$10,000                           | \$17,000   | \$3,000            |
| M       | \$76,278                | \$86,259                          | \$91,962                      |  |  | \$91,962   | \$10,000                           | \$17,000   | \$3,000            |
| N       | \$78,567                | \$88,846                          | \$94,720                      |  |  | \$94,720   | \$10,000                           | \$17,000   | \$3,000            |
| O       | \$80,924                | \$91,512                          | \$97,562                      |  |  | \$97,562   | \$10,000                           | \$17,000   | \$3,000            |
| P       | \$83,351                | \$94,257                          | \$100,489                     |  |  | \$100,489  | \$10,000                           | \$17,000   | \$3,000            |
| Q       | \$85,852                | \$97,085                          | \$103,504                     |  |  | \$103,504  | \$10,000                           | \$17,000   | \$3,000            |
| R       | \$88,427                | \$99,997                          | \$106,609                     |  |  | \$106,609  | \$10,000                           | \$17,000   | \$3,000            |
| S       | \$91,080                | \$102,997                         | \$109,807                     |  |  | \$109,807  | \$10,000                           | \$17,000   | \$3,000            |
| T       | \$93,813                | \$106,087                         | \$113,101                     |  |  | \$113,101  | \$10,000                           | \$17,000   | \$3,000            |

Scale starts at \$60,500 for standard certificate

Step values increase from 2.5% to 3.0 %

Top of Master's scale increases in Yr. 1 from \$101,176 to \$113.10 for 10-month

Top of all ranges increase so those at top of scale advance also

Move up one step on FY24 scale and then to next highest amount on ladder

# Article 9.5: Specialists' 10-Mo. Scale (Certificated Only)

SAMPLE ONLY

**FY2025**

**10-Month Non-Teaching Specialists (Audiologists, Board-Certified Behavior Analysts, Behavior Specialists, Occupational Therapists, O&M Specialists, Physical Therapists, Pupil Personnel Workers, Registered Nurses, School Psychologists, Social Workers, Speech Language Therapists, Vision Therapists)**

| Step | Associate's Degree<br>(includes Hospital<br>Base) | Bachelor's Degree | Master's Degree | School<br>Psychologists | Doctorate |
|------|---|-------------------|-----------------|-------------------------|-----------|
| A    | \$53,500  | \$60,500          | \$64,500        | \$68,763                | \$3,000   |
| B    | \$55,105  | \$62,015          | \$66,435        | \$70,826                | \$3,000   |
| C    | \$56,758  | \$64,184          | \$68,428        | \$72,951                | \$3,000   |
| D    | \$58,461  | \$66,110          | \$70,481        | \$75,140                | \$3,000   |
| E    | \$60,215  | \$68,093          | \$72,595        | \$77,394                | \$3,000   |
| F    | \$62,021  | \$70,136          | \$74,773        | \$79,716                | \$3,000   |
| G    | \$63,882  | \$72,240          | \$77,016        | \$82,107                | \$3,000   |
| H    | \$65,798  | \$74,407          | \$79,327        | \$84,570                | \$3,000   |
| I    | \$67,772  | \$76,640          | \$81,707        | \$87,107                | \$3,000   |
| J    | \$69,805  | \$78,939          | \$84,158        | \$89,721                | \$3,000   |
| K    | \$71,900  | \$81,307          | \$86,683        | \$92,412                | \$3,000   |
| L    | \$74,057  | \$83,746          | \$89,283        | \$95,185                | \$3,000   |
| M    | \$76,278  | \$86,259          | \$91,962        | \$98,040                | \$3,000   |
| N    | \$78,567  | \$88,846          | \$94,720        | \$100,981               | \$3,000   |
| O    | \$80,924  | \$91,512          | \$97,562        | \$104,011               | \$3,000   |
| P    | \$83,351  | \$94,257          | \$100,489       | \$107,131               | \$3,000   |
| Q    | \$85,852  | \$97,085          | \$103,504       | \$110,345               | \$3,000   |
| R    | \$88,427  | \$99,997          | \$106,609       | \$113,656               | \$3,000   |
| S    | \$91,080  | \$102,997         | \$109,767       | \$117,065               | \$3,000   |
| T    | \$93,813  | \$106,087         | \$113,101       | \$120,577               | \$3,000   |

Scale starts at \$60,500 for Bachelor's Degree

Step values increase from 2.5% to 3.0 %

Top of Master's scale increases in Yr. 1 from \$101,176 to \$113,101 for 10-mo. Staff

As always, 11-mo. scales are 10% more and 12-month are 20% more

Top of all ranges increase so those at top of scale advance also

Psychologist range based on significantly more credits being required for Master's Degree

Move up one step on FY24 scale and then to next highest amount on ladder

# Article 9.5: Salary (Certificated Only)

## Current Scale with Same Negotiated COLAs

| Step T                  | FY24      | FY25<br>0% COLA<br>NO STEP | FY26<br>2% COLA<br>NO STEP | FY27<br>2% COLA<br>NO STEP | FY28<br>2% COLA<br>NO STEP |
|-------------------------|-----------|----------------------------|----------------------------|----------------------------|----------------------------|
| Master's Degree         | \$87,206  | \$87,206                   | \$88,951                   | \$90,730                   | <b>\$92,544</b>            |
| Master's Degree Plus 6  | \$90,695  | \$90,695                   | \$92,509                   | \$94,359                   | <b>\$96,246</b>            |
| Master's Degree Plus 15 | \$94,322  | \$94,322                   | \$96,209                   | \$98,133                   | <b>\$100,096</b>           |
| Master's Degree Plus 30 | \$98,095  | \$98,095                   | \$100,057                  | \$102,058                  | <b>\$104,100</b>           |
| Master's Degree Plus 45 | \$102,019 | \$102,019                  | \$104,060                  | \$106,141                  | <b>\$108,264</b>           |

This Step T (top of 10-month scale) comparison does not include:

- Level 2/3 advantages
- Longevity
- Existing national certs.
- Eleven- or 12-month scales

## Career Ladder with Same Negotiated COLAs

| Step T                  | FY24      | FY25<br>0% COLA<br>NO STEP | FY26<br>2% COLA<br>ONE STEP | FY27<br>2% COLA<br>ONE STEP | FY28<br>2% COLA<br>ONE STEP | FY28<br>CURRENT<br>SCALE | GAIN            |
|-------------------------|-----------|----------------------------|-----------------------------|-----------------------------|-----------------------------|--------------------------|-----------------|
| Master's Degree         | \$87,206  | \$89,283                   | \$93,801                    | \$98,547                    | <b>\$103,534</b>            | \$92,544                 | <b>\$10,989</b> |
| Master's Degree Plus 6  | \$90,695  | \$91,962                   | \$96,615                    | \$101,504                   | <b>\$106,640</b>            | \$96,246                 | <b>\$10,394</b> |
| Master's Degree Plus 15 | \$94,322  | \$94,720                   | \$99,513                    | \$104,548                   | <b>\$109,838</b>            | \$100,096                | <b>\$9,743</b>  |
| Master's Degree Plus 30 | \$98,095  | \$100,489                  | \$105,574                   | \$110,916                   | <b>\$116,528</b>            | \$104,100                | <b>\$12,429</b> |
| Master's Degree Plus 45 | \$102,019 | \$103,504                  | \$108,741                   | \$114,244                   | <b>\$120,024</b>            | \$108,264                | <b>\$11,761</b> |



# Article 9.5: Salary (Certificated Only)

## Considerations for Separate School Psychologist Column

### Degrees

- School Psychologists - Masters+30/Specialist or higher; 1200-hour internship required (MUST be full time work for 9+ months)
- Guidance Counselors - Masters or higher; 500-hour practicum may be required (CAN be done part-time while working)

### Ability to Work While Attending During Classes

- School Psychologists – must attend their classes as full-time students because there is no work/attend school program available for them.
- Guidance Counselors - can be in their program taking classes to get their degree while working full time.

### Ability to Work During Internship

- School Psychologists - Interns cannot work (SMCPS pays school psychologist interns about \$17,000/year when they do their full-time internship).
- Guidance Counselors - Can do their 500-hour internship (if their program requires it; not all do) while they are working full-time for SMCPS.

### Education Requirements

- National Association of School Psychologists - Requires a full-time 1200-hour internship for certification. Cannot practice without this internship.
- Bowie: School psychologists must attend full-time.
- Capella: Although the program is 53 credits, school psychologists must pursue an additional degree to practice as a school psychologist.
- George Mason: Master's is awarded at 44 credits but cannot practice as a school psychologist until completion of additional 22-hour certificate program, which includes a 12-hour internship. It is full time.

# Article 9.6: Workshop Pay (Certificated Only)

Bargaining unit employees assigned to evening school, summer school, or both, shall be paid at the hourly workshop rate ~~below \$40/hour~~.

| School Year | Rate Per Hour |
|-------------|---------------|
| 2024-2025   | \$40          |
| 2025-2026   | \$40          |
| 2026-2027   | \$40          |
| 2027-2028   | \$45          |

# Article 9.7: Stipends (Both Contracts)

~~Stipends are paid above the base salary.~~ 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. 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. (TA 02/14/24)

The approved stipend payments are listed in Appendix E, Schedule of Stipends, which is updated annually based on changes recommended by the EPED/Stipend Study Committee and approved by the Superintendent. Below is some clarifying information on particular stipends. A description of expectations for each stipend is available from the Department of Human Resources. (TA 02/14/24)

# Article 9.7: Stipends (ESP Only)

## Shift Differential

Nighttime building service workers who are assigned to work shifts which begin at 2:00 p.m. or later will receive a stipend of \$700 per year. **The differential will be increased to \$1000 per year as of July 1, 2027.** Exceptions to this section must be approved by the Director of Operations. (TA 2/21/24)



# Article 9.7: Stipends (Certificated Only)

## Mentors

Mentors to new teachers will be assigned on a voluntary basis ~~and they shall receive above their base salary for the performance of said duties. For each additional assigned mentee, the mentor will receive \$300.~~ Mentors shall be located at the same site as their mentee, to be most effective. In rare cases where a mentor is unavailable at a designated mentee's work site, the assigned mentor shall be eligible for mileage reimbursement for travel to other than their own home site to mentor assigned mentees. Administrative leave approved in advance shall be available for the required observation of mentees located at sites other than the mentor's home site. (TA 1/17/24)

No teacher will be expected to perform mentor responsibilities unless they have a signed agreement issued from the Superintendent.

## School Crisis Team

Employees who have completed CPI training, volunteer to serve on the school crisis team, and are subsequently accepted and detailed in writing to be a member of the school crisis team shall be paid an annual stipend ~~of \$1,000.~~ (TA 01/17/2024)

# Article 9.8: Educational Allowances (Both Contracts)

## **EDUCATIONAL ALLOWANCES**

Educational allowances are payments for attainment of specified additional educational, training, and/or credentials. (TA 2/21/24)

# Article 9.8: Educational Allowances (Certificated Only)

## National Certifications and Special Designations

A bargaining unit member who has obtained the following certifications or designations will receive an ~~stipend~~ **educational allowance** for each school year in which their certificate/designation remains in good standing. This ~~stipend education~~ **allowance** will be prorated and payable with regular payroll distributions and will not be included for retirement calculation purposes. ~~Any state funds shall be paid in a lump sum to eligible employees pending grant funding. National Board for Professional Teaching Standards-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.)~~

# Article 9.11: Professional Learning Communities (Certificated Only)

A professional learning community (PLC) is a team of people who **choose to** regularly collaborate toward continued improvement in meeting learner needs through a shared curricular-focused vision. **PLCs are employee-driven rather than administratively directed, and are intended to support creative initiatives and visions that are not part of current expectations for staff (e.g., data review meetings, team planning, etc.).**

## Required PLC Participation

~~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.~~

**PLC Mission:** Staff may propose a voluntary PLC in writing to the site administrator or appropriate supervisor, and seek resources to support that PLC. The request shall include the following.

- a. Specific mission of the PLC 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).
- b. Proposed PLC members.
- c. Proposed meeting times within the duty day or requested resources for alternate times (substitute coverage, acquired hours, or workshop pay), frequency, and estimated duration.
- d. List of requested resources.

The site administrator or supervisor shall respond in writing with approval and available resources, denial with explanation, or additional questions/suggestions.

**PLC Leader Selection and Pay:** If the PLC proposal is approved by the site administrator or supervisor, 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.

# Article 9.13: Secondary Counselors (Certificated Only)

~~In order to~~ 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 7-hour (TA 11/16/23) 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<br>per School Counselor |
|---|---|
| High Schools  | 13 (or equivalent of 91 hours)                  |
| Fairlead Academy I<br>Fairlead Academy II<br>Dr. James A. Forrest<br>Career Technology Center | 10 (or equivalent of 70 hours)                  |
| Middle Schools  | 5 (or equivalent of 35 hours)                   |

(TA 11/16/23)

# Article 9.14: Performing Arts Teachers (Certificated Only)

## **MUSIC PERFORMING ARTS TEACHERS** (TA 01/17/24)

In order to meet the needs of students and families, some **music performing arts** teachers are needed to support additional assignments outside of the traditional number of work hours and duty days for ten-month certificated employees. (TA 2/2/24)

### Pay for Extra Assignments

**Performing arts 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. (TA 2/2/24)

### Table of Extra Assignments (TA 11/16/23)

- a. 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.
- b. 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. e.g.**, multi-site elementary school instrumental music teachers, high school chorus teachers, etc.).
- c. 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 **annually**.
- d. 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**.
- e. **Annually, the joint study committee will convene or be polled to assess the adequacy of allocations in the existing table of extra assignments. See Article 21.2, Joint Negotiations Study Committees.**

# Article 10.6: Reimbursement Limits (Both Contracts)

| Purpose   | Total Annual Maximum<br>(Not Cumulative) |         |
|---|--|---------|
|   | FY2025-<br>FY2027                        | FY2028  |
| General   | \$3,500                                  | \$4,000 |
| Pursuing Initial Professional Teaching Credential | \$4,500                                  | \$5,000 |
| Pursuing Ph.D. or Ed.D.                           | \$5,400                                  | \$5,700 |



# Article 10.11: Professional Skill Development (Both Contracts)

When possible, SMCPS will provide professional development for staff during their duty day to be trained to utilize significant new technologies and/or system for use in the school system. (TA 1/24/24)

# Article 11: EPED/Stipend Study Committee (Both Contracts)

## Committee Objectives

Utilizing the guidelines set forth in the appendix to this agreement, the committee's charge is to give recommendations to the Superintendent by:

- a. specifying positions eligible for EPED **and/or stipend** compensation,
- b. documenting a job description for eligible positions based on the EPED/**Stipend** Proposed Additional Position Form including, at a minimum, the number and description of staff **and/or students being served or supervised**, required activities/events, **estimated number hours and time of service**, and range of dates,
- c. determining the amount of compensation based on the formula below,
- d. providing justification for **both the activity and the recommended** compensation,
- e. and issuing a summarizing report; ~~the resulting report shall~~ specifying the positions eligible for compensation, the job responsibilities associated with each position, the amount of compensation, and the justification for the compensation.

The **proposal and the** total assigned point value shall be reassessed by the EPED/**Stipend** Committee upon submission of a new or updated EPED/**Stipend** Proposed Additional Position Form documenting new conditions and/or requirements for the extra duty. Other EPED/**stipend** activities when approved by the Superintendent will be added to the list **in the appropriate appendix of this agreement**, with placement for compensation to be determined by the joint EPED/**Stipend** 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.

# Article 11.3.2: EPED Point Value Adjustments (Both Contracts)

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, 2024 (FY25).~~

| Years of Experience | \$ Value/Point |                 |                 |                 |
|---------------------|----------------|-----------------|-----------------|-----------------|
|                     | Starting FY25  | FY26<br>(+2.0%) | FY27<br>(+2.0%) | FY28<br>(+2.0%) |
| 1 – 3               | 265            | 270             | 275             | 281             |
| 4 – 6               | 280            | 286             | 292             | 298             |
| 7 – 9               | 295            | 301             | 307             | 313             |
| 10+                 | 310            | 316             | 322             | 328             |

# Article 11.4: Stipend Point System (Both Contracts)

## Criteria and Assessment

The EPED/Stipend Study Committee will assess the requirements of proposed new or revised stipend assignments as detailed in the proposed job description, seeking additional information as required. Based on these requirements, the committee will analyze the proposed stipend as compared to other approved stipends, and make a recommendation for the stipend payment amount seeking equity and consistency. (TA 2/14/24)

Effective July 1, 2025, any new or updated stipend position submitted for evaluations to the EPED/Stipend Study Committee will use the following tables to assign points in the areas of Required Hours, Number of Employees, and Level of Rigor and Complexity. These three point values will be summed to determine the point value of a particular stipend. Compensation for experience shall be only for experience in that specific position title (e.g., department chair). (TA 2/14/24)

| Required Hours | Point Value | Number of Employees | Point Value | Level of Rigor and Complexity | Point Value |
|----------------|-------------|---------------------|-------------|-------------------------------|-------------|
| 1-15           | 1           | 5 – 9               | 1           | High                          | 3           |
| 16-30          | 2           | 10 – 19             | 2           | Medium                        | 2           |
| 31-45          | 3           | 20 – 29             | 3           | Low                           | 1           |
| 46-60          | 4           | 30 – 39             | 4           |                               |             |
| 61-75          | 5           | 40 – 49             | 5           |                               |             |
| 76+            | 6           | 50+                 | 6           |                               |             |

# Article 11.4: Stipend Point System (Both Contracts)

## Stipend Point Value Adjustments

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 E, Schedule of Stipends, includes the SMCPS stipend payment Schedule. The following table will list the value of a point beginning July 1, 2025 (FY26). The baseline dollar value per point for FY25 will be established through the joint study committee (see Article 21.2, Joint Study Committees). (TA 2/14/24)

| Years of Experience | \$ Value Per Point |      |      |      |
|---------------------|--------------------|------|------|------|
|                     | FY25               | FY26 | FY27 | FY28 |
| 1 – 3               | N/A                | TBD  | TBD  | TBD  |
| 4 – 6               | N/A                | TBD  | TBD  | TBD  |
| 7 – 9               | N/A                | TBD  | TBD  | TBD  |
| 10+                 | N/A                | TBD  | TBD  | TBD  |

# Article 12: Leaves (Certificated Only to Match ESP)

An employee's leave status is a private matter and will not be discussed in front of other individuals. The appropriate supervisor shall handle any non-clerical concerns about leave. (TA 11/16/23)

# Article 12: Leaves (ESP Only to Match Certificated)

## Notification of Return from Absence Exceeding Five Days

~~When an 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.~~ (TA 2/14/24)

## Impact of Attendance on Salary

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. ~~As may be requested by the Superintendent, compensatory leave or additional pay will be granted for duty days in addition to the designated days.~~ 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 (TA 1/24/24)



# Article 12.3: Annual Leave (Both Contracts)

This ship did not sail!

| Years of Service | St. Mary's | Charles    | Calvert    |
|------------------|------------|------------|------------|
| 0                | 15         | 15         | 0          |
| 1                | 15         | 15         | 12         |
| 2                | 15         | 15         | 12         |
| 3                | 15         | 15         | 12         |
| 4                | 15         | 15         | 18         |
| 5                | 19         | 15         | 18         |
| 6                | 19         | 18         | 18         |
| 7                | 19         | 18         | 18         |
| 8                | 19         | 18         | 18         |
| 9                | 19         | 18         | 18         |
| 10               | 22         | 18         | 18         |
| 11               | 22         | 21         | 18         |
| 12               | 22         | 21         | 18         |
| 13               | 22         | 21         | 18         |
| 14               | 22         | 21         | 18         |
| 15               | 22         | 21         | 18         |
| 16               | 22         | 25         | 22         |
| 17               | 22         | 25         | 22         |
| 18               | 22         | 25         | 22         |
| 19               | 22         | 25         | 22         |
| 20               | 24         | 25         | 22         |
| 21               | 24         | 25         | 22         |
| 22               | 24         | 25         | 22         |
| 23               | 24         | 25         | 22         |
| 24               | 24         | 25         | 22         |
| 25               | 24         | 25         | 24         |
| <b>Career</b>    | <b>534</b> | <b>535</b> | <b>474</b> |

# Article 12.3.3: Personal Leave (ESP Only to Match Certificated)

## Approval and Eligibility

Permission for such leave must be obtained in advance via the electronic absence reporting system, if possible, as indicated in the approval procedure. Absences for the following reasons will be charged against personal leave. (TA 11/16/23)

- a. Personal Reasons. (TA 11/16/23)
- b. Graduation Exercises. Leave will be granted for attendance at graduation exercises to an employee who is being awarded a degree. (TA 11/16/23)
- c. 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. (TA 11/16/23)

Religious Observance. Advanced approval is required. (TA 11/16/23)

# Article 12.3.5.1: Bereavement Leave (Both Contracts)

Employees shall be entitled to bereavement leave as follows. ~~The employee shall state the relationship and the date of death. The employee may be required to submit to the immediate supervisor a signed written documentation stating the relationship, the date of death, the date of the funeral, and the dates of absence. This explanation will be forwarded with the payroll report.~~ (ESP Only) 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. ~~Other available leave may be used if an employee is required to travel out-of-state for funeral or other bereavement-related matters. Should an employee be named executor of an estate for relatives listed below, they may elect to use one of the bereavement leave days in performance of this responsibility.~~ (TA 11/16/23)

# Article 12.3.5.5: Administrative Leave for Educational Purposes (ESP Only to Match Certificated)

## **Administrative Leave 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 requests with supporting documentation must be made to the Superintendent not less than two weeks in advance if possible. An employee may be excused without loss of salary provided students are not in attendance and professional responsibilities have been completed. (TA 1/24/24)

# Article 12.3: MSEA Convention and Workshops (Both Contracts)

Unit employees may attend the MSEA Convention, the MSEA Leadership Training Institute (LTI), and the Education Support Professionals (ESP) National Convention (ESP only). ~~with~~ The Board will incur ~~incurring~~ the cost of administrative leave ~~for a maximum of 1 day per school year~~ as described below. The Board will not be responsible for any other related fees or expenses. ~~These, as well as other conventions and workshops conducted for professional growth,~~ Administrative leave granted for this purpose shall be under the following conditions. (TA 01/17/24)

- a. Those unit members who wish to attend and use administrative leave, must receive prior written approval from the Superintendent ~~or designee~~ at least 10 work days in advance of the date of the convention. (TA 01/17/24)
  - 1) A maximum of one (1) day of administrative leave with pay will be provided to employees to attend the MSEA convention;
  - 2) A maximum of one (1) day of administrative leave with pay will be provided to employees to attend the LTI; and
  - 3) A maximum of one (1) day of administrative leave with pay will be provided to employees to attend the ESP National Conference. (TA 01/17/24)
- b. Approved attendance will be without penalty of leave or pay. There will be no reimbursement for expenses. (TA 01/17/24)
- c. Employees must submit, upon completion of the event, written evidence of attendance. (TA 01/17/24)

# Article 12.3: Administrative Leave (Both Contracts)

## **Temporary Military Service**

All employees who are members of the military or naval establishments of the United States or the State of Maryland shall be granted leave of absence on those days during which they are engaged in any military or naval duty to which they are ordered by proper authority. A copy of said order must be submitted to the Department of Human Resources (hrd@smcps.org). This leave shall not exceed fifteen calendar days in any year. Employees shall not suffer loss of pay for the work days included in such leave. (TA 01/17/24)

## **SMCPS Open Houses for Parents**

Employees who are parents of school age children may receive up to two hours of paid administrative leave per year to attend their child's SMCPS open house event. Except in cases of emergency, the employee will request such leave in accordance with the leave procedures in this article. (TA 01/17/24)

# Article 12.3: Administrative Leave (Certificated Only to Match ESP)

## **Required In-service Training**

Leave will not be reduced, nor will employees suffer loss of pay for attending required Board provided in-service training. (TA 11/16/23)



# Article 12.3: Leave Without Pay Both Contracts)

## Political Leave

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 **without pay** to the employee if elected to serve in said office. An employee on such leave **without pay** 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 **without pay**, employment for which the employee is properly qualified, if a vacancy exists, without creating a new position or transferring an existing employee. (TA 01/17/24)

Leave **without pay** will be coordinated with the Superintendent to ensure minimum disruption to the classroom. Leave without pay will be granted in increments of no less than one semester and will not exceed four consecutive years for any employee not previously receiving such leave without pay to campaign for or serve in a public office. (TA 01/17/24)

## Military Leave

Military leave without pay shall be granted to any employee who is drafted or enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment. 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. (TA 01/17/2024)

## Other Extended Leaves (TA 11/16/23)

Absence without pay may be granted for good reason at the discretion of the Superintendent. (TA 11/16/23)

# Article 12.4.7: Other Extended Leaves (Both Contracts)

Absence without pay may be granted for good reason at the discretion of the Superintendent. (TA 11/16/23)

## **Benefit Continuation**

While on an approved extended leave of absence, insurance coverage may be maintained through payment of the entire premium by the employee per COBRA requirements. The employee shall assume all responsibility for paying premiums. If payment is not made within the time specified, coverage shall be terminated. (TA 2/14/24)

## **Application**

All requests for extended leaves of absence, extensions or renewals of such leaves shall be made in writing to the Superintendent who shall respond to all such requests in writing within ten work days. (TA 11/16/23)

## **Return From Leave**

Upon return from leave, a unit member will be offered a position (e.g., teacher, paraeducator, secretary, building service worker, etc.) equal or greater in salary range/classification to the position they held before taking the leave, if such position is available without creating a new position or moving another employee. The position offered may not be at the same location as the position previously held. If such a position does not exist, then the unit member shall be offered another position for which they are qualified, if a vacancy exists, as long as the position is not considered promotional from the position they held when they began their leave. A unit member can apply for promotional positions and will be considered as an internal candidate prior to other candidates, provided they meet the minimum qualifications for the position. SMCPs will make a good faith effort to offer a position that is mutually satisfactory and beneficial to the returning employee and to SMCPs. (TA 01/17/24)

# Article 14.1: Battery and Assault (Both Contracts)

## Reporting

Employees will promptly ~~immediately report~~ within two (2) workdays submit a Report of Employee Injury form report to their immediate superior in all cases of battery and assault suffered by them in connection with their employment. The immediate supervisor shall promptly provide the completed Report of Employee Injury form and the Supervisor's Report of Injury to the ~~Superintendent~~ Department of Human Resources. (TA 1/17/24)

## Role of Director of Safety and Security

The ~~Superintendent~~ Department of Human Resources will forward the report to the Director of Safety and Security who will serve as liaison among the employee, the police and the courts if necessary. (TA 1/24/24)

# Article 14.2: General Liability Insurance (ESP Only to Match Certificated)

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. (TA 11/16/23)

# Articles 14.4 & 14.5: Employee Protection (ESP Only to Match Certificated)

## **PERSONAL PROPERTY INSURANCE**

- a. 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. (TA 11/16/23)
- b. 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. (TA 11/16/23)

## **COMPLAINTS ABOUT PERSONNEL**

Complaints concerning school personnel shall be handled as follows. (TA 11/16/23)

### Notice of Meetings

In order to respect the rights of all persons involved, employees will be afforded due process. Each will have the right to be informed of all scheduled meetings concerning the complaint. (TA 11/16/23)

# Articles 14.5.6, 14.6, & 14.9: Employee Protection (Both Contracts)

## **INFORMATION REQUIRED TO PERFORM ASSOCIATION DUTIES**

The Association has the right to the information necessary to properly perform its duties as the employees' representative. To avoid delays in the settlement of grievances, appeals, and other proceedings relative to employee rights and responsibilities, SMCPS shall provide requested investigative reports, statements, and other artifacts used against an employee at or before the relative due process meeting. (TA 2/21/24)

## **UNSCHEDULED VISITORS**

Except for association-related business, an unscheduled visitor, ~~non-school based employee, and/or any other guest who could be a disruption to the classroom environment~~ 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 or that the visit be denied due to potential classroom disruption, or that the visit be conducted with an administrator present. (TA 1/17/2024)

## **PRIVACY**

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. Unless an employee is designated in Appendix F to receive a mobile phone allocation, SMCPS shall not use an employee's personal phone number for business purposes during the duty day or provide personal phone numbers to other staff, vendors, outside organizations, parents, or any other party. (TA 1/17/24)

# Articles 14.15 & 14.18: Employee Protection (Both Contracts)

## **THREAT ALERTS**

In response to an intruder or active shooter, staff will be notified utilizing the methods and procedures following the School Crisis and Emergency Response Plan, which can be found at <https://www.smcps.org/offices/safety-security/school-emergency-response-planning> (TA 2/14/24)



# Articles 14.16: Employee Protection (Certificated Only)

## **THREAT ALERTS**

In response to an intruder or active shooter, staff will be notified utilizing the methods and procedures following the School Crisis and Emergency Response Plan, which can be found at <https://www.smcps.org/offices/safety-security/school-emergency-response-planning> (TA 2/14/24)

# Articles 14.16: Employee Protection (ESP Only)

## **SMCPS FACILITIES PLAN**

The SMPCS Facilities Plan (Dale to find real title) includes guidelines for site resources, including Department of Supporting Services employee staffing, and can be found at [www.smcps.org](http://www.smcps.org).

# Articles 15: Vacancies (ESP Only)

## **HIRING FROM WITHIN**

The Board values the principle of hiring from within and will apply that concept when filling vacancies for noncertificated positions.

- a. Application Requirement. Employees will not be automatically promoted to another job title or level based on accomplishment of departmental or other objectives unless they have been approved for a reclassification by the Superintendent as defined in Article (REF). Employees seeking a promotional vacancy must formally apply to ensure fair access to promotional vacancies for all staff.
- b. Position Requirements. The Department of Human Resources is responsible for determining the minimum qualifications for each position as described in Board policy and will review the minimum qualifications for each position prior to posting the vacancy announcement. SMCPS may review and adjust the minimum qualifications or repost vacancies as the needs of the system require.

## **SALARY COMPUTATION**

Employees receiving a promotion will be placed on the new salary scale, as defined in Appendix G.  
(TA 11/16/23)

# Articles 16: Voluntary Transfers and Reassignments (Certificated Only)

## ELECTRONIC TRANSFER AND REASSIGNMENT REQUESTS

### Regular Transfer Process.

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. **Requests for reassignment shall also be submitted in writing to the site administration no later than February 1 each year. (TA 01/17/2024)**

### Special Transfer Process

Prior to January 1, the Board and the Association will confer and determine if the Special Transfer Process needs to be enacted. Employees will normally indicate their desires for 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 up to five designated school sites for which they wish to be considered for a transfer. Voluntary transfers to other sites will not be opened unless (1) all designated school sites' vacancies have been filled, (2) all current and returning (leave of absence) employees have been placed, and (3) there are additional vacancies elsewhere. Voluntary transfers out of designated school sites will not be considered unless requesting to move to another designated school site.

Employees with extenuating circumstances that they feel warrant special consideration by the superintendent may email HRD@smcps.org by no later than June 1. Requests for reassignment shall also be submitted in writing to the site administration no later than February 1 each year. (TA 01/17/24)

# Articles 16: Voluntary Transfers and Reassignments (Certificated Only)

## DEADLINE FOR ADMINISTRATIVE RECOMMENDATIONS

In the regular transfer process, all recommendations to hire an employee on the transfer list must be submitted by July 1. (TA 2/14/24)

## FIRST CONSIDERATION

The employee requesting transfer to another work site/~~reassignment~~ shall be considered insofar as possible for known vacancies for the following school year before these positions are made available for new applicants. The employee requesting reassignment within their existing work site shall be considered insofar as possible for known vacancies for the following school year before these positions are ~~made available~~ offered to transfer candidates from other work sites and before new applicants. Among internal candidates, professional personnel not assigned within their area of certification will be given priority consideration in filling vacant positions within their area of certification. Interviews for potential transfers will be coordinated by the Department of Human Resources according to interview procedures posted on the SMCPS website for employees to access. Site-based administrators will make decisions about site-based reassignments in coordination with the Department of Human Resources. (TA 01/17/2024)

# Articles 19: Performance Assessment (ESP Only)

## Frequency

All evaluations of an employee shall be performed at least annually **and shall be based upon direct observation of work performance**. Performance shall be assumed to be satisfactory if an annual evaluation is not provided to the employee. (TA 11/16/23)

## Open Observation

All observations shall be conducted openly and with full knowledge of the employee **and shall be based upon direct observation of work performance**. (TA 11/16/23)

# Articles 19: Performance Assessment (Certificated Only)

## Teaching Assignments Outside of Certification

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.~~**e.g.**, 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. **Currently employed professional personnel not assigned within their area of certification will be given priority consideration in filling vacant positions within their area of certification. (TA 11/16/23)**



# Articles 19.5: Plans of Assistance (Certificated Only)

In the event of documentation other than **that already part of the** formal evaluation **process** of less than effective performance by an employee, the site administrator may meet with the employee to develop a plan of assistance.

If an employee **(1)** receives an evaluation that indicates areas of ineffective performance, **(2)** **requests to be placed on a plan of assistance with additional supports, then** the site administrator shall meet with the employee to develop a plan of assistance for improvement and to ensure subsequent counseling and assistance. **If an employee receives more than two successive observations (excluding a single observation by two people) that indicate developing performance in the same domain, then the site administrator may 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. (TA 2/2/24)

# Articles 21: Duration (Both Contracts)

The provisions of this Agreement will be effective as of July 1, 2024, and will remain in full force and effect until June 30, 2028.

## JOINT COMMITTEES

### PAS Development and Revision:

As needed, 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). As needed, a joint negotiations subcommittee will be established to review, reconsider, and reach consensus on revisions to existing non-certificated employee PASs. The 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. (TA 2/14/24)

### Substitute Teacher Crisis (TA 11/16/23):

A joint committee shall be established to revisit the substitute teacher crisis and shall make recommendations to the Chief Negotiator of each party. The joint committee shall submit their written recommendations to the Chief Negotiators by August 1, 2024, unless an extension is provided to the joint committee by both Chief Negotiators. (TA 11/16/23)

### Stipends:

A joint Stipend Study Committee will collaborate to review existing and proposed 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. The committee shall present its recommendations to the Board and the Association by October 1, 2024 for (1) conversion of existing stipends to the point system, (2) realignment of stipends that are inequitable or otherwise incongruent based on the committee's analysis, and (3) consideration of new stipends in FY2026.

# Articles 21: Duration (Certificated Only)

## **JOINT COMMITTEES**

### **Annual Review Performing Arts Table of Extra Hours:**

Annually, a joint negotiations subcommittee will convene and/or teachers will be polled to assess the adequacy of allocations in the existing table of extra assignments. Recommendations will be submitted annually in writing to the Chief Negotiators by November 30 each year for the new fiscal year. The Chief Negotiators will submit final joint team recommendations annually to the Superintendent by December 31.

### **Co-curricular High-level Performing Arts Extra Hours:**

To meet the needs of students and families, some performing arts teachers are needed to support additional assignments outside of the traditional number of work hours and duty days for ten-month certificated employees. A joint negotiations subcommittee will convene to (1) review the needs of high-level co-curricular performing arts programs, (2) recommend consistent programs for implementation across the school system, and (3) based on their findings, assess the appropriateness of adding other performing arts hours to the existing table of extra assignments and relatively adjusting EPED assignments.

A summary of the committee's recommendations shall be submitted to the respective chief negotiators for consideration by no later than November 30, 2024. The chief negotiators shall submit final recommendations to the superintendent by no later than December 31, 2024, and subsequently open negotiations in time to implement approved recommendations by no later than July 1, 2025.

For FY25, as the study committee convenes, performing arts teachers (other than music teachers) who agree to work beyond their current ten-month assignments and contracted duty day for approved EPED tasks will be invited to submit an updated EPED application form for consideration by the EPED/Stipend Review Committee for FY25 implementation.

# Articles 21: Duration (Both Contracts)

## **EPED/Stipend Study Committee**

The EPED/Stipend Review Committee will convene to review the existing approved stipends considering the preliminary stipend point system to (1) consider the point value for each of the currently approved stipends, (2) recommend the baseline dollar value per point for FY25 based on their analysis, (3) recommend changes to existing stipend payment amounts based on the results of the first two tasks with a focus on equity and consistency, and (4) develop a form for new/revised stipend requests for consideration.

A summary of the committee's recommendations shall be submitted to the respective chief negotiators for consideration by no later than October 31, 2024. The chief negotiators shall (1) submit final recommendations to the superintendent by no later than November 30, 2024, and (2) open negotiations in time to implement approved recommendations by no later than July 1, 2025.

# Articles 21: Duration (ESP Only)

## Joint ESP Professional Development and Professional Designations Negotiations Subcommittee

The Board is facing challenges recruiting and retaining highly skilled support professionals. To attract and retain the skill sets necessary for effective and efficient public school system operations, a Joint Negotiations Professional Development Subcommittee will be convened in FY26. The subcommittee will perform the following tasks in time to make recommendations for FY27 implementation. The subcommittee shall report to and submit a summary report of findings and recommendations to the SMCPs and EASMC Chief Negotiators by August 1, 2025, for consideration in the FY27 negotiated agreement. (TA 11/16/23)

- a. Assess skills, knowledge, and expertise in non-certificated job classifications that would increase the efficiency and effectiveness of SMCPs operations. (TA 11/16/23)
- b. Identify appropriate courses, certifications, and training that would support the development of desirable skills, knowledge, and expertise. (TA 11/16/23)
- c. Propose relative stipends to reward and motivate staff who now have or will attain desired certifications and professional standards. (TA 11/16/23)
- d. Plan meaningful professional development opportunities for education support professionals. (TA 11/16/23)



# Let's Check In

## Your Top Priorities



# The Big Apple

# What Next?

## ⊙ Short Term

Important to ratify tentative agreement  
before renegotiating

Renegotiate using ratified tentative  
agreement as point of departure to keep all  
other improvements

## ⊙ Long Term

Lobby BOCC

Attend county budget forum

Support county tax increase if posed

Organize members and community around  
the importance of quality schools



# Impact of a **NO** Vote

- Wastes benefits synergy of effort, determination, and will of EASMC, SMCPS, and Board of Ed. leaders
- Sends bargaining team back to the table for continued negotiations where every open topic is up for grabs
- Leaves you with **NO** contract come June 30, 2024
- BOCC still excluded from continued negotiations and/or impasse
- Increases risk of losing existing gains.





# Impact of Your **YES** Vote

- Reflects the significant collective effort, determination, and will of EASMC, SMCPS, and the BOE
- Makes it official and on the record as our legal tentative agreement
- Enacts renegotiations language
- Protects existing contract until renegotiations is complete
- Preserves current accomplishments as point of departure for renegotiations
  - Increased career earnings
  - Annual step and scale adjustment
  - Healthcare protection

# Questions & Answers

- Thank you for your participation.
- Materials will be posted publicly following ratification.
- If you are an eligible voter and do not want to stay for the Q&A, then you are welcome to submit your ballot and head out
- Only members can vote
- Complete your ballot privately and anonymously
- Do not sign your ballot
- Return your ballot before leaving
- Email future bargaining questions to [spenrod@mseanea.org](mailto:spenrod@mseanea.org), [kamattingly@smcps.org](mailto:kamattingly@smcps.org), or [lleskinen@mseanea.org](mailto:lleskinen@mseanea.org)