

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



St. Mary's County Public Schools

July 1, 2021 through June 30, 2025

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PREAMBLE

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

ARTICLE I DEFINITIONS

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

- A. Board - The Board of Education of St. Mary's County.
- B. Association or SMASA - The St. Mary's Association of School Administrators /Maryland State Education Association/National Education Association.
- C. Unit Members - Certificated and non-certificated supervisory staff who are employed on a regular basis and who are officially delegated the authority and responsibility to formally evaluate subordinates, with the exception of those employees who are deemed confidential employees.
- D. Confidential Employee - An individual whose employment with the Board requires knowledge of the Board's posture in negotiations.
- E. Employee - A unit member employed by the Board on a regular basis either full-time or at least half time.
- F. Superintendent - The Superintendent of the St. Mary's County Public Schools or designee.
- G. Negotiations Law - Section 6-401 et seq. of the Education Article of the Maryland Code (1978).
- H. Per Diem Rate - An employee's per diem rate is their annual salary including step, longevity, and stipends for the given year divided by the total number of paid days stipulated in Article V for that employee's current job assignment plus paid holidays designated in the annual SMCPSS operational calendar. Eligible stipends will be those that are specifically identified in this agreement as earnable income for the purposes of pension. The per diem rate may be prorated if less than a full duty day is worked.
- I. Workday - Any day the unit member is scheduled to be on duty.
- J. Intoxicated - Affected temporarily with diminished physical and mental control by means of alcoholic liquor, a drug, or another substance.
- K. Promotion(al) - The movement of an employee to a position at a salary range higher than the employee's current placement on the negotiated SMASA salary schedule shall be considered promotional. Positions within the same range shall be considered a lateral transfer or lateral reassignment.

**ARTICLE II
RECOGNITION**

- A. The Board recognizes the Association as the exclusive negotiating agent for all certificated and non-certificated administrative and supervisory employees who have evaluative authority with regard to all matters relating to salary, wages, hours, and other working conditions. The Superintendent and those persons designated by the Board to act as its representatives in negotiations pursuant to the Negotiations Law are excluded.

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

ARTICLE III EMPLOYEES ASSIGNMENT

- A. Employees under contract will be provided written notice of their placement on the salary scale, salary, and assignment for the forthcoming school year as soon after June 1 as possible but not later than July 1.
- B. Changes in assignment will be made only after a meeting between the employee involved and the appropriate supervisor where the considerations for selections will be discussed. If the decision stands following the employee/supervisor meeting, the final assignment shall be summarized in writing.
- C. Certificated employees who are reassigned after July 15, and who so request, shall be released from their SMCPSS contracts without prejudice up until August 5.
- D. In order to promote collaboration and commitment, unit members may request consideration for lateral reassignment in writing to the Department of Human Resources by March 15. The fact that an employee requests a reassignment shall not be a guarantee that the employee will be selected.
- E. In changes of assignments and reassignments of school-based employees, factors such as certification and experience will be considered.
- F. In arranging schedules for school-based employees who are assigned to more than one (1) school, an effort will be made to limit the amount of inter-school travel. Unit members shall be notified of a change in their schedules as soon as practical. Employees who are supporting more than one site shall select, with input from their supervisor, which of their assigned sites will serve as a home site for the purposes of mail, paychecks, storage, staff meetings, and other forms of communication from outside their school.
- G. It is the responsibility of each employee to maintain their certification, licensure, and/or professional status. Each certificated employee will be notified at least one year in advance of the expiration date of their certificate. A 10% reduction of gross salary will be made for a Provisional Certificate.
- H. The Board may rehire retired administrators for administrative positions. Said rehired retired administrators will be hired on a nontenured one year renewable basis, shall be placed on the administrators salary scale at the last step held prior to retirement, and shall be entitled to the same contractual protections, sick leave, personal leave, and health care benefits provided to other unit members under this Agreement.
- I. Any employee who is hired as principal of a newly built school will be relieved of all their other duties mid-year before that school is scheduled to open.

ARTICLE IV WORKING CONDITIONS

- A. School-Based Employees
 - 1. The Board and the Association remain committed to the Board's goals for class size established as of July 1, each year.
 - 2. Each School Improvement Team (SIT) will be provided with ten (10) substitute days per year for SIT activities.
 - 3. SMCPs recognizes the significant workload of bargaining unit members and commits to working with the Calendar Committee to make some time available each month, when possible, for the performance of professional responsibilities (without students) during the duty day.
 - 4. The president of SMASA will appoint one unit member to serve as the SMASA representative to the Calendar Committee.

- B. All Employees
 - 1. Every unit member shall be provided with a duty-free lunch period each workday. The period shall extend for at least thirty minutes.
 - 2. Where possible, the Board will provide each unit member a private lockable space.

- C. Travel Reimbursement - For prior approved official school system business, including travel to administrative meetings at the Board of Education building, authorized employees in the unit shall be reimbursed for use of their private vehicles at the IRS rate. Tolls and parking fees will be paid provided validated receipts are submitted. Employees who have the option and choose not to operate an available Board-owned vehicle for their assigned duties will not be eligible for mileage reimbursement for use of a personal vehicle.

- D. Substitutes - If an administrator is absent for more than 20 days, a substitute will be provided for that position. In the event that a building principal is absent and an assistant principal serves as acting principal in their stead, that assistant principal will be compensated at the per diem rate they would make as a principal for that building for every day beyond 15 consecutive such days served as acting principal in any school year.

- E. Work Hours - The normal duty day will be seven hours plus a 30-minute unpaid duty-free lunch for all employees.

F. Pre-Allocated Leave

1. At the beginning of the fiscal year, unit members are pre-allocated leave as follows. This leave will be prorated if less than one year is worked.
 - a. 11-month elementary and middle school assistant principals and academic deans will receive 21 hours
 - b. 11-month high school assistant principals will receive 35 hours
 - c. 12-month employees will receive 35 hours
2. Pre-allocated leave represents the full compensation for staff, to include salary, for the work required as indicated in the appropriate job descriptions for the position. This leave can only be used under the following conditions:
 - a. Leave would require approval by the immediate supervisor, utilizing the electronic absence reporting system
 - b. There is no carry over from one year to the next
 - c. This allocation will be prorated if less than a full year is worked

G. Acquired Hours

1. In the event that SMCPS desires a unit member to perform additional tasks for which they are not otherwise being paid that are not routine expectations of their position, the employee's immediate supervisor may in advance and in writing (approved SMCPS form) offer the employee acquired hours. If accepted and subsequently worked, the supervisor will document the acquired hours earned (and subsequently acquired hours used) via the payroll system. Employees may use acquired hours for approved leave when a substitute is not required.
2. Acquired hours cannot be accumulated beyond 28 hours, cannot be used on the one system-wide professional development day between the first day 10-month employees report and the first student day of each year, and are not eligible for monetary compensation.

H. Reduction in Staff

1. When there is to be a reduction in force (RIF) for unit members for which a certificate or license is issued, the unit members in that field shall be reduced in staff in the following order.
 - a. Provisionally certificated or licensed unit members
 - b. Probationary/non-tenured unit members
 - c. Tenured unit members

2. No tenured/non-probationary unit members shall be reduced in staff until all non-tenured/probationary unit members in their field of certification/licensure/expertise have been reduced in staff; no non-tenured/probationary unit members shall be reduced in staff until all provisional unit members in their field of certification/licensure/expertise have been reduced in staff.
3. Tenured/non-probationary unit members shall be reduced in staff in each field of certification/licensure/expertise in inverse order of the length of total satisfactory service as a unit member in the St. Mary's County Public Schools.
4. For non-certificated employees, "seniority" shall mean the length of continuous service, including approved leaves of absence, with the St. Mary's County Public Schools since the most recent date of hire.
5. When positions in fields of certification/licensure/expertise for certificated or non-certificated employees become vacant, tenured/non-probationary unit members who have been reduced in staff shall be recalled in order of the length of total satisfactory service as unit member in the St. Mary's County Public Schools. They shall be notified of recall by certified mail. Within 15 days of an offer to return to employment, the (unit member) employee shall provide written notice of acceptance in writing which must be received within the Department of Human Resources prior to the close of business on the 15th day or it shall be deemed that they have declined the offer. It shall be the responsibility of each reduced in staff unit member to keep the Department of Human Resources informed in writing of any change in address. Unit members shall remain on the recall list for three years.
6. Unit members on leave of absence shall be eligible for reduction in staff as though they were in active service.
7. The Board will continue coverage for three (3) months after the first effective day of a reduction in force at the regular percentage of the premium split defined in Article VII of this agreement. Health care coverage thereafter would be provided under COBRA regulations with the full premium costs being paid by the former employee to St. Mary's County Public Schools.
8. Previously accrued sick leave days will be restored to all employees who return to employment with the Board. Employees who are separated from employment with SMCPS due to a reduction in force by SMCPS, will return to service with the accumulated longevity and seniority in the position the employee held prior to the time of separation from SMCPS.

9. Tenured unit members will maintain tenure with the Board if the administrative unit position is eliminated. The Board agrees to place tenured administrative unit members in certificated positions for which they are qualified if their administrative position is eliminated.
10. A furlough is a mandatory reduction in the total number of hours worked in a fiscal year and a reduction in pay equal to the reduction in the total number of hours worked. A furlough will be applied to all unit members equally (ex. All unit members will be furloughed 1 duty day, 1 hour, etc.). In the event of a furlough, the Board agrees to discuss the potential furlough at least 30 calendar days prior to the implementation of a furlough, and all unit members will receive written communication of a furlough at least 14 days prior to the implementation of a furlough. After the scheduled furlough, all unit members will be expected to return to work on a normal schedule. A furlough will not impact any other benefits to unit members.

I. Administrative Responsibility for Student Disciplinary Procedures

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

J. Screening

1. Employees may be tested for drugs and/or alcohol when an administrator who has completed training on reasonable suspicion has reason to believe that an employee may be intoxicated (see Article I, Definitions) at the work site.
2. Employees who are required to operate a Board-owned vehicle other than a school bus for their assigned position shall be registered with the State of Maryland's License Monitoring System by the Department of Transportation, and will have their driving records reviewed by the Department of Safety and Security to authorize operation of a Board-owned vehicle. Staff identified to operate Board-owned school buses for their assigned position will have their driving records reviewed by the Department of Transportation.

3. Employees who have the option and choose to operate an available Board-owned vehicle other than a school bus for their assigned position shall also be registered with the State of Maryland's License Monitoring System by the Department of Transportation, and will have their driving records reviewed by the Department of Safety and Security to authorize operation of a Board-owned vehicle.
- K. Telework Under Exceptional Circumstances - The Superintendent may authorize unit members to telework under exceptional circumstances.
- L. Summer Compressed Schedule - In an effort to conserve utilities, SMCPSS will implement a compressed summer schedule for a minimum of four and a maximum of six of the weeks when regular school is closed for students. The duty day of all eleven and twelve month employees scheduled to work in any of these weeks will be extended by 25% of their normal work hours on Monday through Thursday, and employees will be off Friday, excluding the week of the July 4th holiday. The normal core workday should be maintained. The schedule for implementing the additional 25% duty day will be mutually determined around the core workday by the employee and his/her their supervisor on a case-by-case basis. Affected employees may use personal/annual leave for the 25% extension following the normal leave approval procedures defined in Article VIII. If leave is taken on any workday, it will be assessed at 1.25% of the work hours of a normal duty day.

ARTICLE V
DUTY DAYS

- A. The Board will require one hundred ninety (190) duty days for ten-month employees, two hundred twelve (212) duty days for eleven-month employees, and two hundred forty-nine (249) duty days for twelve-month employees.

- B. In the event that the Board of Education or the Superintendent closes the school system to all employees during the Winter Break, bargaining unit members will be placed on paid Administrative Leave and these days will be counted as a duty day.

- C. In the event the Board of Education or the Superintendent requires all 12-month employees to work on a defined “holiday” as indicated on the school system’s operational calendar, the Board and SMASA agree to meet and confer to determine the appropriate method to reconcile an additional duty day worked.

ARTICLE VI SALARY

- A. Eligible unit members shall receive the regular step progression as set forth in the salary scales as defined below, to the extent funding is approved within the annual budget.
1. School Year 2021-2022: All unit members will be moved to the new 2021-2022 salary schedule and will then receive 1 step on the new 2021-2022 salary schedule.
 2. School Year 2022-2023: All employees who begin work on or before March 1, 2022 will receive their normal step progression on the salary scale and a 2% salary scale adjustment.
 3. School Year 2023-2024: All employees who begin work on or before March 1, 2023 will receive their normal step progression on the salary scale and a 2% salary scale adjustment.
 4. School Year 2024-2025: All employees who begin work on or before March 1, 2024 will receive their normal step progression on the salary scale and a 2% salary scale adjustment.
- B. Employees moving to a position in another unit outside of the SMASA unit shall be placed on the salary scale as identified in that unit's negotiated agreement.
- C. The salary schedule reflects the following stipends:
1. Master's degree or APC will result in \$500 payable bi-weekly and included for retirement calculation purposes.
 2. Master's degree +15 credits or APC + 21 credits will result in \$900 payable bi-weekly and included for retirement calculation purposes.
 3. Master's Degree +30 credits or APC + 36 credits will result in \$1,700 added to gross salary and payable bi-weekly and included for retirement calculation purposes.
 4. Master's Degree +45 credits or APC + 51 credits will result in \$2,500 added to the gross salary and payable bi-weekly and included for retirement calculation purposes.
 5. A Doctorate earned in a program approved by the superintendent and at an institution approved by the superintendent will result in \$3,300 and payable bi-weekly and included for retirement calculation purposes.
 6. A 10% reduction of gross salary will be made for a Provisional Certificate.

7. A longevity adjustment will be added to the gross salary at incremental years of creditable service at SMCPS, as follows: 15 years - \$1,500, 20 years = \$2,500, 25 years = \$3,500, 30 years - \$4,500.
- D. All employees who work their full contractual year will be paid in twenty-six (26) installments during the year. The annual salary of employees who work less than their full contractual year and whose effective start date is prior to March 1, will be prorated and paid according to the number of available remaining installments. No summer escrow money will be held or paid for employees starting on or after March 1. Upon termination an employee may request in writing prior to June 1 any escrow balance due him/her.
 - E. A bargaining unit member who has obtained the following certifications or designations will receive a stipend for each school year in which their certificate/designation remains in good standing. This stipend will be prorated and payable with regular payroll distributions and will not be included for retirement calculation purposes.
 1. 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)
 2. Speech and Language Therapists: National Certificate of Clinical Competency (CCC) - \$3,000
 3. Nurses: Nationally Certified School Nurse (NCSN) - \$3,000
 - F. Maintenance and Operations supervisory non-certificated employees who hold a stationary engineer license level I will receive a stipend of \$900 per year. Any consideration for the fee for the license is included in the stipend.
 - G. Employees holding a license or certificate required for their employment, other than a license provided by the Maryland State Department of Education, shall receive reimbursement for the payment of the required license or certification fee, or for the fee paid for renewal of said required license or certification, or for the cost of programs and/or courses required for continuation of licensing, approved in advance. The total reimbursement shall not exceed \$500 per year.
 - H. SMCPS and SMASA will continue to collaborate to review stipend positions, define the joint process for considering a new or revised stipend position outside of the open negotiations period, and determine the appropriateness of current stipend values. Approved stipend positions are listed in Appendix E.

- I. Consideration will be given, in the selection of school-based members, when creating new school-system level committees conducted beyond the duty day to minimize the number of committees on which one would be requested to serve.
- J. Principal Mentors to new principals will be assigned by the Superintendent and they shall receive \$700 above their base salary for the performance of said duties. For each additional assigned mentee, the mentor will receive \$300. No principal will be expected to perform mentor responsibilities unless they have a signed agreement issued from the Superintendent. Principals interested in serving as a paid principal mentor must communicate their willingness to do so in writing to the Superintendent.
- K. Errors in Pay
 - 1. If underpayments or overpayments made by SMCPSS are discovered, SMCPSS shall refund to the employee the balance of the actual amounts due or shall seek repayment from the employee of any amount paid in excess of the actual amount due and owed the employee, retroactive two fiscal years, not including the current school year.
 - 2. Prior to initiation of recovery of overpayments, SMCPSS shall provide the employee with written notice and an opportunity to meet, at which time the employee can share any extenuating circumstances that may permit adjustment of the repayment options noted below.
 - 3. Options available for repayment shall be by:
 - a. lump-sum cash repayment;
 - b. adjustment of the corrected current salary or miscellaneous payroll deduction in a lump sum or in installments over a term not to exceed the term in which the erroneous payments were made;
 - c. reduction in accrued annual leave by an amount of time at the then current correct salary level equal in value to the total of the amount to be repaid; or
 - d. any combination thereof.
- L. Stipend Changes Due to Educational Advancement - Credits earned and submitted to the Department of Human Resources that result in a stipend pay increase shall be effective beginning the first day of the month following receipt.

- M. Media Allocation - High School Assistant Principals (11- and 12-month), Principals, Directors, and cabinet-level positions will be given a \$1200 media allocation each year to be used for the purchase of cell phones, tablets, data plans, and other technological items and services that will facilitate their ability to perform their assigned work. Academic Deans, Assistant principals (Elementary & Middle), Coordinators, Supervisors, and Coordinating Supervisors will receive \$900 for the same purpose. This allocation may be prorated if less than a full year is worked (i.e., reimbursement may be requested if a unit member leaves the school system prior to the end of the school year, or the allocation may be adjusted if a unit member is hired after the start of the school year, or a unit member's assignment changes to reflect a change in the allocation) and will not be included for retirement calculation purposes.
- N. Extra Pay for Extra Duty - SMASA unit members may fill Extra Pay for Extra Duty (EPED) positions, provided the positions were offered to EASMC-Certificated and EASMC-ESP unit members first. If no EASMC members wish to fulfill an EPED position, SMASA unit members may fulfill vacant EPED positions, provided they are performed after the normal duty day for SMASA unit members. Approved EPED positions are listed in Appendix C.
- O. Incentive for Advanced Notification of Retirement - The Board and SMASA mutually agree that early notification by employees of their intent to retire will increase the opportunity for successful employee assignments, reassignments, and transfers, and will decrease the risk of reductions in force due to budgetary constraints. Annually on or about February 15, the Board and SMASA will meet to discuss the availability of funds for the purpose of offering an incentive for advanced notification of retirement. The availability and total amount of funds will be determined by the Superintendent. If funds are available, the Board and SMASA will open negotiations for this item only to reach agreement on the terms of the incentive.
- P. Unit members who wish to participate in state or national professional organizations, subscribe to educational or work-related periodicals, or obtain other professional materials, shall first seek to obtain funding through budgetary funding allocated within each department's operating budget. If the unit member's supervisor does not support or cannot afford such request(s), the employee may submit a written request and justification for the request to the Superintendent for consideration.
- Q. If, during the term of this agreement, legislation is signed into law that requires compensation greater than that negotiated herein, then the parties will open negotiations for the specific and sole purpose of meeting that legislative requirement.

**ARTICLE VII
INSURANCE**

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

The benefit package offered by the Board will include the following changes.

1. Eligible employees (defined as active employees assigned to regularly work at least 18.75 hours per week) will have a choice of “BlueChoice” Health Maintenance Organization (HMO), “BlueChoice” Health Maintenance Organization (HMO) with deductible, “BlueChoice” Triple Option Plan and “BlueChoice” Triple Option Plan with deductible.
2. For each employee employed not less than 18.75 hours per week who is enrolled in any of the above listed plans the Board shall pay the amount of the premium cost of the individual and dependents' group health care benefits as outlined below.

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

3. Prescription coverage is based upon the formulary 2 list. Prescription co-pay:
 - a. \$10/\$15 non-maintenance co-pay
 - b. \$10/\$15 maintenance co-pay for mail order or if purchased at CVS (90-day supply)
 - c. \$20/\$30 maintenance co-pay if purchased at any other retail pharmacy other than CVS (90-day supply)

4. Up to July 1, 2021, only, the Board will continue to support the “Traditional” group health care benefits for retired employees who retired prior to July 1, 1998. The Board will support the group health care benefits for those employees retiring thereafter, provided retiring employees who have participated in the health care benefits program and have been employed by SMCPS for ten (10) or more years. Disability retirees (once approved by the Maryland State Retirement Agency) shall be granted a waiver of the ten-year SMCPS service requirement and qualify for the same health care premium split as for retirees with 10 years of SMCPS service, and may maintain SMCPS health insurance up to a maximum period equal to their length of active employment with SMCPS. Within three years after retirement, retirees may participate in one of the offered health care plans and may include the same family members on their plans as can active employees. Following the retiree’s death, those family members last listed on the retiree’s health care plan may choose to continue or rejoin the plan, if eligible within the three-year period outlined below at the negotiated premium split for retirees. The payment will be based on the total years of service to SMCPS as follows.

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

Health Care Plan	Board % Contribution for Retirees Based on Years of Service to SMCPS		
	10-19 Years	20-29 Years	30+ Years
“BlueChoice” HMO with Deductible	72.5%	77.5%	82.5%
“BlueChoice” HMO	67.5%	72.5%	77.5%
“BlueChoice” Triple Option Plan with Deductible	62.5%	67.5%	72.5%
“BlueChoice” Triple Option Plan	60.0%	65.0%	70.0%

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

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

5. Co-pay for emergency room services
 - a. “BlueChoice” HMO with deductible - \$75
 - b. “BlueChoice” HMO - \$75
 - c. “BlueChoice” Triple Option Plan with deductible - \$75
 - d. “BlueChoice” Triple Option Plan - \$75
 - e. Retiree Traditional Plan - \$75 (up to July 1, 2021 after which the retiree traditional plan will no longer be available through SMCPS)

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

7. Survivor Benefits - Following the death of an active employee who has worked for the Board for at least ten years, those family members last listed on the employee’s health care plan may continue on the active employee’s health care plan for a period not to exceed 90 days after the date of death of the active employee. Thereafter, the family members may elect to continue or rejoin the healthcare plan within three years of the date of the death of the active employee, at the negotiated premium split for retirees.

8. Active and retired employee wellness program (Blue Rewards): provides a participation-based program offered to active employees and retirees enrolled in the SMCPS health care program, if the following four criteria are completed by March 1st each year:
 - a. Select a Patient-Centered Medical Home (PCMH) or PCMH Plus Primary Care Physician (ages 2+)
 - b. Agree to receive wellness communications electronically (ages 18+)
 - c. Complete an online health assessment (ages 18+)
 - d. Visit selected PCMH or PCMH Plus Primary Care Physician and complete a health evaluation (ages 2+)

9. SMCPS in collaboration with SMASA will offer support in completion of items 7)b and 7)c above during professional days prior to students returning to school and on an as-needed basis thereafter. After all four steps are completed by the participating employee and spouse (if applicable) by March 1st each year, as reward for participation, the participating employee will receive either (1) a BlueRewards Visa card issued by CareFirst for use on SMCPS CareFirst health care plan copays, deductibles, coinsurance, and prescriptions for medical, dental, and vision, (2) an SMCPS insurance premium credit, or (3) a combination of both types of participation rewards, depending on the type of coverage held by the employee as specified in the table below.

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

- B. For employees employed for 30 or more hours per week, the Board shall pay 90% of the premium cost for term life insurance. For employees employed fewer than 30 hours but not less than 18.75 hours per week, the Board shall pay 45% of the premium cost for term life insurance. Term life insurance shall equal the employee's annual salary to the next highest thousand up to a maximum amount of \$250,000. An employee may also elect supplemental life insurance to increase the value of their term life insurance policy in increments of \$10,000, up to five times the amount of their annual contracted salary, with a maximum of \$1,250,000. (If the value exceeds two times their annual salary, evidence of insurability may be required.) Employees shall be responsible for 100% of this additional premium cost for supplemental life insurance.
- C. The Board shall continue to operate the county wellness program, which will be monitored by a countywide wellness committee.
1. The Wellness Committee shall include representation from SMASA equal to that of the Board, EASMC Certificated, and EASMC-ESP.
 2. The Wellness Committee shall meet at least once per year to plan and schedule activities specifically designed to increase employee wellness.
 3. The Board shall provide each site-based Wellness Coordinator with a copy of the Wellness Program's schedule of services and activities throughout each school year.
- D. The Board agrees to make the requisite payroll deductions to enable the Association to administer, without premium cost to the Board, a long-term disability plan.
- E. All other specifications not changed herein shall remain pursuant to the current insurance contract.
- F. The Board will deduct health insurance premiums on a pre-tax basis. The Board shall offer employees Flexible Spending Accounts (FSAs); these deductions are on a pre-tax basis.

- G. The specifications of the Health Insurance Plan(s) for employees of the Board will be reviewed each year by a Joint Insurance Study Committee, comprising an equal number of representatives appointed by EASMC-ESP, EASMC Certificated, SMASA, and the Board. Any change to the health insurance benefit recommended by the joint committee will be forwarded to the EASMC-ESP, EASMC Certificated, SMASA and Board Bargaining Teams, as well as to the Superintendent and the EASMC-ESP, EASMC Certificated, and SMASA Presidents, for consideration and possible inclusion in the follow-on Negotiated Agreements.

ARTICLE VIII LEAVES

A. Approval Procedure

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

B. Absence Regulations

1. Deductions for absences during one pay period will be reflected in the following pay period. Termination pay will be paid within 30 days of the last day of employment.
2. It is the employee's responsibility to notify their immediate supervisor, as soon as possible, whenever they expect to be absent from their position. When an employee has been absent for more than five days, they should inform their immediate supervisor at least one day in advance of the date they expect to return. Employees who are unable to begin working because of illness at the beginning of the work year will receive a salary check based on their cumulative sick leave or based on the annual total which shall be available at the beginning of the work year after the first day of duty.
3. The full payment of the annual salary will be based on the attendance of the employee. This attendance will be calculated as provided for in the annual operational calendar. Employees' absences shall be reported on an appropriate form. This report shall be submitted to the appropriate supervisor or director and kept in their files. Attendance shall be reported at the end of each pay period explaining the reasons for absences. When requested, supporting data shall be submitted with the site administrator's report.
4. For each day of absence for which the employee has insufficient leave available, a deduction of one (1) times their per diem rate of pay will be made.

5. Credit will be given for prior sick leave accumulation from a Maryland public school system provided the amount earned per year does not exceed the State pension limit for transfer of accumulated sick leave.

C. Leave with Pay

1. Sick Leave

Sick leave will be earned at the rate of one (1) day per month of employment based on assignment and may be accumulated from year to year without limitation. An employee who leaves the Board's employment prior to the end of the year in which the leave was advanced will be assessed for all advanced sick leave days used that have not been earned except in cases of catastrophic illness. Disability retirees (once approved by MSRA) may request a waiver of the proration of sick leave if a full contract year is not fulfilled. The Sick Leave Bank and Exchange Steering Committee will define catastrophic illness and develop eligibility criteria guidelines for sick leave bank and exchange participants, which can include members of SMASA.

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

Employees may be eligible to donate sick leave to other employees who experience serious personal illness, injury, or quarantine, or who must use leave to care for a family member who experiences such illness, injury, or quarantine, and who has used all of their accrued sick leave, personal leave, annual leave, compensatory time, and available Sick Leave Bank benefits. The employee receiving the leave donation and the donor must be members of the Sick Leave Bank and Exchange at the time of the donation. Such leave may be donated or exchanged between employees in accordance with procedures and restrictions outlined in Appendix D, the EASMC-ESP, EASMC Certificated, SMASA, and SMCPS Joint Sick Leave Bank and Exchange Guidelines. While employees receiving leave will be considered active employees in a "leave with pay" status for the periods when donated leave is being used, neither the donor nor the recipient may utilize donated days upon retirement for additional service credit.

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

a. Personal Illness

- i) The Superintendent may require a doctor's certificate of illness or a letter of explanation from the employee if a doctor was not in attendance whenever there is reason to believe that an absence is not due to a bona fide illness.
- ii) An employee shall, at their request, be allowed to use sick leave for an absence due to disability connected with or resulting from pregnancy as authorized under the Family Medical Leave Act. A physician's statement verifying that they are disabled due to causes contributed to by pregnancy shall be required. If the Board has reasonable cause to believe that the employee's health would be endangered by continued employment, it may require the employee to obtain a physician's verification stating that they are physically able to continue their duties. The employee must return to work as soon as their health permits unless they resign or request a leave of absence. Before returning to duty, the employee may be required to present a physician's certificate stating that they are physically able to resume their duties.
- iii) An employee who is a parent may utilize FMLA for care of their new child.
- iv) Employees may submit a request in writing to the Superintendent to transfer up to five days of sick leave to other employees who are legal members of their immediate family (spouse, parent, child, or sibling) to be used for eligible sick leave purposes if the immediate family member has exhausted their sick leave. The employee cannot transfer more than five days to any one immediate family member per school year. Unused sick leave that was previously transferred under this provision and not used for the defined eligible sick leave purposes will be returned to the donating employee.

b. Illness in Family

These days shall be deducted from accumulated sick leave.

c. Quarantine

When a communicable disease occurs in the home in which an employee resides, the employee shall state the disease and dates of quarantine and provide medical documentation from a licensed medical practitioner in order to return to work.

d. Sick Leave Bank and Exchange

i) There shall be a sick leave bank and exchange for employees. The Sick Leave Bank and Exchange Committee shall review all applications/requests for the donation of sick leave and shall be comprised of a representative of the Department of Human Resources, one SMASA representative appointed by the SMASA President, two EASMC certificate representatives and two EASMC-ESP representatives appointed by the EASMC President, and one SMCPSP appointed non-voting member who would be the Supervisor of Health Services or an SMCPSP licensed registered nurse. One of the SMCPSP appointees and one of the EASMC appointees will serve as co-chairpersons, as determined by the Sick Leave Bank and Exchange Committee. The respective presidents will appoint replacements. All parties recognize that due to the personal and sensitive nature of sick leave donation review, the complete confidentiality by the Sick Leave Bank and Exchange Committee members is essential.

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

- The Sick Leave Bank and Exchange Approval Committee appointees
- The EASMC President/Certificated Designee, EASMC President/ESP Designee and SMASA President
- One Maryland State Education Association (MSEA) UniServ Director representing EASMC certificated/EASMC ESP
- One Maryland State Education Association (MSEA) UniServ Director representing SMASA

- iii) The Sick Leave Bank and Exchange Steering Committee shall meet no less than annually for a Sick Leave Bank Procedural Review. If the SMCPs Chief Negotiator is not a current SMCPs employee, then SMCPs will appoint an SMCPs negotiating team member to participate in the annual review in place of the SMCPs Chief Negotiator. The purpose of the meeting will be to review sick leave bank and exchange guidelines and update them if deemed necessary by the majority of the review attendees. The Sick Leave Bank and Exchange Guidelines will be posted on the SMCPs website for easy employee access.
- iv) SMCPs will indicate on each employee's personal pay statement whether or not that employee is a member of the Sick Leave Bank.

2. Personal Leave

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

- a. If personal days are unused, those days will automatically roll over to the following year as personal leave with a maximum of a ten-day personal leave balance allowable unless an employee requests otherwise in writing in accordance with published SMCPs payroll procedures. These days may not be used consecutively in a five-day block during any of the following time periods.
 - o Directly before or after the Thanksgiving break
 - o Directly before or after the Winter Break
 - o Directly before or after the Spring Break
 - o The first five days of school for students
 - o The last five days of school for students
- b. Personal days in excess of ten days shall be carried over as sick leave.

c. Personal Leave Sell Back

Personal leave for 11-month unit members shall be accumulative to ten days. All used days per year beyond ten days shall be carried over as sick leave. However, once the employee has reached the ten-day cap, they may exercise an option of selling back a maximum of three days of personal leave per year. The employee wishing to cash in three days of personal leave must make a written request by September 15 of each year. The transfer of days or optional remittance of leave over ten days shall be made based on their leave balance as of June 30 of each year. The transfer of or payment of leave in excess of 10 days will be made by the second paycheck in October.

d. Permission for such leave must be obtained in advance, except in an emergency, as indicated in the approval procedure. Absences for the following reasons will be charged against personal leave.

- Personal Reasons
- Graduation Exercises – Leave will be granted for attendance at graduation exercises to an employee who is being awarded a degree.
- Examinations - Leave will be granted to an employee who is taking a culminating examination for a master's or doctoral degree, or who is taking an examination to obtain a Maryland certificate required for the employee's current assignment.
- Religious Observation – Advanced approval is required.

e. An employee who retires or terminates from SMCPs employment prior to the end of the contract year in which personal leave was advanced in July will have their personal leave prorated based on the date of retirement or termination and calculated on the number of contract days worked in the contract year in which the personal leave was advanced. Payout of personal leave days upon retirement will be based on the employee's current contract year personal leave balance after the calculation of prorated personal leave.

3. Annual Leave

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

Years of Employment	Annual Leave Days
0 - 4	15
5 – 9	19
10-19	22
20+	24

- a. Supervisors responsible for approving leave requests shall answer the request within five workdays of receipt of an SMCPS leave request form.
- b. Annual leave shall be accumulative based on the chart below. All unused days per year beyond the maximum days shall be carried over as sick leave. However, once the employee has reached the maximum day cap, they may exercise an option of selling back annual leave per each year based on the chart below. The employee wishing to cash in leave days must make a written request by September 15 of each year. The transfer of days or optional remittance of leave shall be made based on the leave balance as of September 30 of each year. The transfer of or payment for leave will be made by the second paycheck in October.

Fiscal Year	Annual Leave Maximum Carry Over	Annual Leave Balance Required to Qualify for Sell-Back	Maximum Number of Annual Leave Days Eligible for Sell-Back
2021-2022	45	45	4
2022-2023	45	45	5
2023-2024	40	40	5
2024-2025	40	40	5

4. Administrative Leave

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

a. Bereavement Leave

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

- i) Up to seven (7) consecutive workdays will be allowed for the death of a spouse.
- ii) Up to five (5) consecutive workdays will be allowed for immediate family members (adopted, foster, or natural child, grandchild, parent, brother, sister, or anyone who has lived regularly in the household) of the employee, spouse or life partner.
- iii) Up to three (3) consecutive workdays will be allowed for an uncle, aunt, grandparent, or brother-in-law/sister-in-law (sibling's spouse) of the employee or spouse.
- iv) Up to two (2) consecutive workdays will be allowed for nieces and nephews.

b. School Visits Inside and Outside the County

Plans for visitation must be approved in advance by the appropriate supervisor.

c. Professional Meetings

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

d. Sabbatical Leave

- i) The purpose of sabbatical leave shall be for professional advancement.
- ii) The number of employees on sabbatical leave at one time shall be limited to one with the approval of the Board.

iii) Sabbatical leave for employees will be reimbursed at a rate of one-half of gross annual salary for that year not to exceed one (1) year in duration. Only employees who have worked continuously for a period of seven (7) years for the Board will be eligible to apply for sabbatical leave. The employee granted sabbatical leave must guarantee to work in the St. Mary's County Public School System for a period of two (2) years following the sabbatical leave. The employee shall sign a promissory note agreeing to repay the Board an amount equal to the salary they received plus interest at the current prime rate if they do not fulfill the agreement. The promissory note will be considered paid if the employee fulfills two years of service for the Board following the sabbatical.

e. Early Departure for Educational Purposes

Up to three (3) days will be allowed. Only tenured/non-probationary employees under contract with the Board for the following year will be eligible. Written request must be made to the Superintendent not less than two (2) weeks in advance if possible. An employee may be excused without loss of salary provided students and teachers are not in attendance and the employee has completed end-of-year records.

f. Jury Duty

Employees summoned to serve as jurors must notify their immediate supervisor to be excused in order to serve as a member of a jury. Such an absence, if properly approved, will be granted without penalty to salary or other form of leave for which the employee may be eligible. Employees must provide a copy of the official notification to their immediate supervisor at least seven working days prior to the court date. An employee being released from jury duty during working hours must return to their workstation for the remainder of their workday, if released in sufficient time to have two or more hours on the job before normal quitting time.

g. Court Summons

- i) When an employee is to be absent due to a court summons, subpoena or as a witness, a copy of the summons, subpoena, or letter requesting the employee's presence as a witness must be submitted to their immediate supervisor. This requirement should be completed in time for the supervisor to obtain a suitable substitute.
- ii) Salary Conditions
 - (a) Witness for the Board - if an employee appears as a witness for the Board at a court hearing with or without a subpoena, no deductions shall be made from their salary.
 - (b) Subpoenaed witness for other part - if an employee appears in court in response to a subpoena to act as a witness for the State or for a private citizen, no deduction shall be made from their salary.
 - (c) Named party in proceedings - if an employee is a named party to the proceedings before the court [i.e., personal divorce, custody case, or criminal proceedings (against the employee)], then the employee shall be required to utilize appropriate leave or a deduction shall be made from their salary.
 - (d) Witness for a private citizen – for any court appearance as a volunteer witness for a private citizen the employee shall be required to utilize appropriate leave, or a deduction shall be made from their salary.
 - (e) For job related personal court summons - no reduction in leave or salary unless the employee appears as a defendant and is adjudged guilty.

h. SMCPs Internal Interview

Employees who are candidates for internal vacancies, whether for promotional opportunities or voluntary transfer requests, may use up to two hours of administrative leave (when no substitute is required) to attend any related interview scheduled by SMCPs during the duty day. Plans for attending such interviews must be approved in advance by their immediate supervisor.

5. Inclement Weather

- a. When schools are closed early due to snow or other inclement weather, eleven-month employees will remain on duty until 30 minutes after students and busses have departed. Central and school offices will remain open. Twelve-month personnel, including emergency personnel, will work regular hours unless released by the Superintendent. Liberal leave will be approved for twelve-month employees.
- b. If schools are closed for inclement weather and ten- and 11-month employees are not reporting, then exempt, non-essential, 12-month employees may choose to telecommute (work from home) on those days in lieu of taking leave by contacting in writing their immediate supervisor no less than 30 minutes prior to the normal work reporting time. Upon completion of the workday, the employee shall submit written confirmation of the hours worked by indicating both the workday start and completion times, and a brief summary of the nature of the work accomplished, on the telework summary report form. The employee may be required to present evidence of work accomplished during telecommuting time.

D. Leave Without Pay

Approved leaves of absence without pay are as follows.

1. Parental Leave - An employee may be granted, upon written request, a leave of absence without pay to care for the child of such employee. Said parental leave may also be granted to an employee adopting a child, to commence at any time during the first year after receiving custody of said child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.
 - a. An employee who wishes to leave their position prior to the period of disability associated with childbirth and/or does not wish to return to their position after such period of disability shall normally be granted, upon request, a leave of absence without pay. Said employee shall notify the Superintendent in writing of their desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which they wish their leave to begin. A physician's statement verifying pregnancy shall be included with such notice. In case of interrupted pregnancy, the employee on said leave may return to active duty when their health will permit, as attested to by their physician.

- b. An employee on such leave cannot be given any positive assurance that they will be reassigned to the work site where they previously worked, but the Board obligates itself to offer to the employee, on the expiration of leave, employment for which the employee is properly qualified without creating a new position or transferring another employee. To facilitate the employee's return consistent with their stated schedule, they should give the Superintendent, in writing, as much notice of their anticipated return as possible.
- c. The parental leave may not extend beyond June 30 of the current year; however, if requested in writing, this leave may be extended beyond that date.
- d. Employees who are granted parental leave may not accrue sick leave or annual leave during this approved leave.
- e. The unused sick leave of an employee on said parental leave will be held in abeyance until such time as they return to active service.

2. Workers' Compensation

- a. Any employee who suffers a job-related injury or illness will report, as soon as practicable, such injury or illness to their immediate supervisor in writing.
- b. Any employee who suffers a job-related injury or illness and qualifies for benefits under the Workers' Compensation Law and because of such injury or illness is medically unable to return to work for more than three (3) consecutive days after the occurrence, may be granted administrative leave with pay for a period up to 30 duty days.
- c. For any lost time that does not qualify under the Workers' Compensation Law, leave will be charged accordingly.
- d. Any Workers' Compensation payments made for temporary disability due to said injury or illness during this 30 duty-day period shall be endorsed over to the Board.
- e. If a determination is made that the employee is eligible for Workers' Compensation, then all sick leave and annual leave up to the 30 days provided in this provision, used as a result of the job-related injury or illness prior to such determination, shall be restored to the employee.

- f. During the time the employee is drawing administrative leave with pay or Workers' Compensation benefits, the employee's leave will not be permanently charged (leave may be initially charged and subsequently reversed).
 - g. For the purpose of determining weekly Workers' Compensation benefits, the weekly wage will be based on the employee's actual work year and per diem rate rather than the SMCPS twelve-month pay schedule.
 - h. If unable to return to work after 30 duty days of approved administrative leave an employee may elect to take sick or annual leave (sick leave must be exhausted first) in place of collecting Workers' Compensation temporary disability payments.
 - i. An employee may not draw both a salary from the Board and Workers' Compensation payments. If the employee receives a payment from Workers' Compensation for the same time that sick or annual leave was used towards salary, then their payment will be reduced by the amount of the Workers' Compensation payment. The employee will be entitled to the payment received from Workers' Compensation.
 - j. After the thirtieth day of approved administrative leave, employees who receive Workers' Compensation in lieu of sick or annual leave will not be responsible for their health insurance premium (described in Article VII) for this time period.
 - k. Before an employee can return to work from a work related injury, it is required that the employee have a medical release stating when the employee is able to return to work and that the employee is able to fulfill the requirements of their position or stating the reasonable accommodations that need to be made.
 - l. Any employee who suffers an injury or illness verified to be job-related (based on the Report of Injury, Employee Statement Form, and the Supervisor Accident Report form completed by the employee or supervisor) and is able to continue work with medical treatment for such injury or illness, will be granted administrative leave for up to four visits for related medical appointments required during the duty day. A doctor's receipt or note will be required for verification of required appointments.
3. Other Causes – Approved in advance by the employee's immediate supervisor except in case of emergency.

E. Family and Medical Leave Act of 1993

The right of employees to family and medical leave shall be as set forth within this document and the Family and Medical Leave Act (FMLA) of 1993.

1. The Board will charge the employee's accumulated sick leave concurrent with the time period approved under the FMLA and if no sick leave is available, annual, or personal leave may be used. An eligible employee is one who has been employed during the prior year with SMCPs for at least the number of hours required for eligibility under Federal law.
2. SMCPs shall provide the full leave amount allowed by the FMLA for spouses who are both employed by the Board.
3. If the employee's FMLA leave allowance is exhausted and the employee is not cleared to return to work, the employee may be offered a medical leave of absence.
4. In the event that an employee is on an unpaid leave of absence, the employee may elect to continue their health care coverage by paying the full premium in accordance with COBRA.
5. In the event that an employee has paid leave available after the FMLA period is exhausted, the employee will be allowed to exhaust those paid leave options, including accumulated sick leave, annual leave, personal leave, compensatory time, and acquired hours. Board contributions to health insurance will continue as long as the employee is on paid leave.
6. An employee on such leave cannot be assured of reassignment to the same site as previously assigned, but the Board obligates itself to offer the employee, on the expiration of the leave, employment for which the employee is properly qualified if a vacancy exists without creating a new position or transferring another employee. To facilitate the employee's return consistent with their stated schedule, they should give the Superintendent, in writing, as much notice as possible of their anticipated return.

F. School Involvement Leave

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

G. Assault Leave

See Article XI, Employee Protection.

H. Political Leave

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

I. Nursing Employees

1. The site supervisor shall support employees who request to breast pump to provide for their infant children during the first year after birth.
2. The employee and site supervisor shall work collaboratively, in advance, to develop a schedule that does not negatively impact the employee and has the least possible impact on instructional programs.
3. Upon request, coverage for one break of up to 20 minutes per day shall be arranged by the administrator with no charge to the employee's leave. If the break exceeds the allowable 20 minutes, then the employee shall submit a leave request via the electronic absence reporting system.
4. Another break may be taken by the employee during their personal lunch, planning time, or 15-minute break (as applicable) and will override other pre-existing work obligations.
5. Upon request, coverage for an additional break of up to 20 minutes per day shall be arranged by the administrator for which the employee shall submit a leave request via the electronic absence reporting system.
6. The employee shall be provided with a clean, private, and secure environment (not a restroom) at the work site.

ARTICLE IX COURSE TUITION

This program is designed to provide training and advanced education for permanent employees who wish to improve their performance in their present positions, in preparation for advancement, or as part of an approved professional development plan.

- A. Tuition reimbursement (fees and materials are not included) will be provided for appropriate courses leading toward:
 - 1. initial certification,
 - 2. renewal of Standard Professional Certificate,
 - 3. Advanced Professional Certificate,
 - 4. Master's Degree,
 - 5. Non-certificated unit members pursuing an Associate Degree or higher, approved education credits, approved professional development courses/certification.
 - 6. continuation of other professional license or certificate required for employment, or
 - 7. any other approved course work.

- B. The reimbursement will not exceed the actual amount the employee paid for tuition.

- C. SMCPSS is not responsible for courses selected by the employee that do not meet the criteria for certification or reimbursement. Employees may be reimbursed for tuition under the following conditions.
 - 1. The course/credits taken are appropriate for the position and certification of the individual employee.
 - 2. The employee has not been previously reimbursed for the same course.
 - 3. The course/credits are from a regionally accredited college or university (if pursuing college credits).
 - 4. The following required documentation has been submitted to the Department of Human Resources: (1) An online SMCPSS tuition reimbursement application (pre-approval is not required for tuition reimbursement), (2) official transcript of grade received with a minimum of grade "C" within 45 days of the completion of the course, and (3)

original receipt or electronic confirmation of payment (if no hard copy receipt is provided) from the college or university within 45 days following receipt of grade slip or transcript of the completion of the course. If an extension is needed, the employee must request it in writing within the 45-day period noted above. Credits must be earned within the fiscal year during which the employee is requesting reimbursement.

5. The employee has not exceeded their annual tuition reimbursement allocation.
 6. While not required, SMCPS encourages employees to verify courses with the Department of Human Resources by submitting a Tuition Reimbursement Application via the SMCPS website. The Superintendent will approve the Tuition Reimbursement Request application, indicating approval or denial. The employee will be notified within ten workdays of its submission.
- D. Employees enrolled in courses through Direct Pay agreements for non-SMCPS courses must submit for pre-approval to the Department of Human Resources prior to registration per the memorandum of understanding with each participating Direct Pay school. The Direct Pay school will be responsible for submitting the official transcript and bill for payment to the Department of Human Resources on behalf of the employee within 45 days of the completion of the course. SMCPS will pay for the portion of tuition that is approved (fees and materials are not included) and employees will be billed by the universities for the remaining balance.

Pre-approval is not required for SMCPS Department of Teaching, Learning and Professional Development Direct Pay courses, although the employee will be responsible for completing any paperwork required by SMCPS and for any amount that exceeds their annual tuition allocation.

- E. If the employee wants to confirm the appropriateness of a course prior to registration, advance written approval may be sought via an online SMCPS Tuition Reimbursement Request form application submitted to Human Resources via the SMCPS on-line web portal. The Superintendent will review the SMCPS Tuition Reimbursement Application, indicate approval or denial, and notify the employee via their SMCPS email account within ten workdays of the applicant's submission via the web portal.
- F. Appropriate credit will be determined by the current requirements for certificates for administrators, supervisors, and teachers, and by the current professional licensure and/or certification requirements for bargaining unit members. In order to receive tuition reimbursement for credits leading toward an Advanced Professional Certificate or a Master's Degree, the employee shall hold a valid Standard Professional Certificate or professional license/certificate for their present assignment.

- G. Reimbursement for tuition shall not exceed \$3,400 for Fiscal Year 2022 and \$3,500 for Fiscal Years 2023-2025. In determining whether the annual maximum reimbursement amount has been reached, the year to which the reimbursement applies will be based on the date of issuance of the grade slip for a completed course. An administrative employee pursuing a Ph.D. or an Ed.D. will be allocated additional tuition reimbursement for a maximum of \$5,300 for Fiscal Year 2022 and \$5,400 for Fiscal Years 2023-2025.
- H. An employee who has received a Ph.D. or an Ed.D. under an SMCPS tuition reimbursement program may receive \$3,000 professional stipend for completing a study or problem of practice approved by the Superintendent or designee.
- I. Based upon successful application process, tuition reimbursement may also be applied as a fee waiver up to the maximum yearly amount for the following certifications and designations.
- Certificated Employees: National Board for Professional Teaching Standards (NBPTS) certification
 - Speech and Language Therapists: National Certificate of Clinical Competency (CCC)
 - Nurses: Nationally Certified School Nurse (NCSN)
 - Or any other certifications or nationally recognized designations required or preferred for any position within SMCPS as identified on the Schedule of Classifications & Position Descriptions posted on the SMCPS website, as approved by the Superintendent.
- J. Any employee who leaves the Board's employ within one year after completion of a course for which they have received reimbursement from the Board shall repay the full amount of such reimbursement to the Board with advance written notice to the employee. The Board may deduct such re-payment from any remaining pay owed to the unit member. As described in Article VI, the employee will have the option when possible (based on the remaining number of paychecks) to have the deduction divided into two or more paychecks. The Board will attempt to deduct the money evenly from remaining checks owed. This repayment provision shall not apply in the case of a unit member who must leave the Board's employ due to military transfer, spousal job transfer necessitating a move of over 50 miles, personal or family illness, divorce or child custody issues, involuntary termination by Board, non-renewal of nontenured employees, or other cause approved by the Board. If the employee who was granted a waiver pursuant to this subsection returns to a teaching position less than 50 miles away within one year of leaving the Board's employment, they shall reimburse the Board according to the above provision unless they sought employment with the Board and were not offered a contract. Any employee forced to repay such reimbursement shall have that same reimbursement reversed (tuition repaid) upon returning to the Board and successfully completing two more years of employment.

- K. In accordance with the provisions of COMAR Section 13A.12.01.14, the Board will not require coursework for certification renewal for professionally certificated employees who are 55 years of age or older or who have been employed for at least 25 years in public school service or approved nonpublic school service.

- L. Employees who pay a fee for transcripts necessary to verify course completion may be reimbursed upon submission of a receipt up to 45 days following payment; such reimbursement will be deducted from the year's annual course reimbursement allocation based on the date on the receipt for transcript payment, limited to one transcript reimbursement per semester per university or college.

ARTICLE X DEDUCTIONS

- A. The Board shall deduct membership dues from employees' salaries for the Association, Maryland State Education Association, as said employees voluntarily authorize such deductions by means of an appropriate written authorization form.
- B. The Association shall provide the Department of Fiscal Services annually, ten (10) workdays prior to the second pay date in September, with a list of employees who have current membership in the Association. For members who join the Association after the second pay in September and authorize payroll deductions for SMASA dues, SMASA will provide the member's name and the total amount of prorated dues to be deducted over the remaining number of pay dates having dues deductions.
- C. The Board and the Association agree that any employee who requests dues deduction shall be responsible for full payment of the dues authorized for the current school year. An employee whose contract is terminated during the school year shall have deducted from their final salary payment in an amount equal to their remaining dues authorization. The authorization form shall include a statement to this effect, and it shall be the responsibility of the Association to make the employee aware of this provision before they complete the form. In the event the employee's final salary payment shall be an amount not sufficient to meet the remaining dues, the responsibility for collection of such monies shall rest entirely upon the Association.
- D. Deductions shall be withheld in twenty-one (21) equal consecutive installments beginning with the second pay period in September. The Board will transmit the dues deducted to the Association within five (5) workdays after each pay date.
- E. Payroll deduction shall be made available at the request of the individual employee providing a minimum enrollment of fifteen (15) employees as certified by the Superintendent.
 - 1. Group insurance plans
 - 2. United States Savings Bonds
 - 3. Credit Unions
 - 4. Any other deductions authorized by the Superintendent
- F. Pre-tax payroll deductions for available 403(b) or other approved plans shall be made available at the written request of the individual employee. Any selected 403(b) vendor shall offer no less than 20 investment options. SMASA shall participate and have input in any plan or vendor changes.

- G. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or any other forms of liability that shall rise out of or by reason of action taken or not taken by the Board for the purposes of complying with any of the provisions of this article, or in reliance on any list, notice or assignment furnished under any such provisions.

Any employee who desires to terminate SMASA membership and/or dues deductions must contact SMASA directly. Cancellation of dues deductions can be affected only by written notice to the President of the Association no earlier than August 15th and no later than September 15th of any given year.

**ARTICLE XI
EMPLOYEE PROTECTION**

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

- F. Complaints concerning school personnel shall be handled as follows.
1. Employees and the Board agree that complaints concerning personnel shall initially be dealt with at the lowest organizational level.
 2. Decisions on complaints shall not be made without interviewing the subordinate against whom the complaint was lodged. If the complaint is in writing, the unit member will be given a copy and required to sign the material acknowledging receipt of the copy.
 3. In order to respect the rights of all persons involved, each will have the right to be informed of all scheduled meetings concerning the complaint.
 4. Any parent, student, or other third person complaints made to any member of the administration that are used in any manner in evaluating such personnel will be investigated and called to their attention, unless the investigation is being conducted by a law enforcement agency or the Department of Social Services/Child Protective Services .
 5. Anonymous complaints that have not been verified shall not be used against the employee in matters of discipline or evaluation.
- G. The employer shall maintain and promote the availability of an Employee Assistance Program.
- H. The Board shall make known to each affected employee any derogatory material that is being placed in their personnel file and they shall be given the opportunity to review and file a reply to such material. Individual responses to self-assessment materials cannot be used negatively in that employee's evaluation but will be used for discussion and goal setting.
- I. Employees shall have the right, upon notice, to review and copy material in their personnel file, excluding personal references. The employee has the right to be accompanied by an Association representative.
- J. Appeals to purge personnel records of adverse information must be made in writing to the Superintendent who will confer with the current principal/immediate supervisor.

The Board shall respect the confidentiality of personal references and other academic credentials and not establish a separate personnel file that is not available for the employee's inspections.

ARTICLE XII PROMOTIONAL VACANCIES

A. Notice

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

B. Application

Interested applicants may apply by submitting a completed application online. The application must be received prior to the established deadline.

C. Selection and Notification

1. All internal applicants who meet the minimum qualifications shall be interviewed. All other applicants shall receive email notification that they were not selected for an interview.
2. Interviews will be coordinated by the Department of Human Resources according to interview procedures posted on the SMCPSS website for employees to access.
3. Following action by the Board to fill an administrative or supervisory vacancy, and prior to the official public announcement, the Superintendent will notify via email all applicants who were interviewed as to the person receiving the appointment. Upon request, the Superintendent will meet with individuals who were not selected to fill a position to discuss why they were not selected.
4. Following interviews to fill a "pool" of similar vacancies (positions for which there are more than one opening and for which the site is yet to be determined), the Superintendent shall make a good faith effort to notify either orally or via email all applicants who were interviewed as to whether or not they were accepted into the pool.

5. Upon request from an employee who has been denied a promotional vacancy, the Superintendent will provide feedback to the employee as to suggestions based on the interview that the employee may take to improve chances for future advancement or change of assignment and the reasons for the denial without revealing personal information about other applicants.

D. Salary Computation

SMASA unit members receiving a promotion from one SMASA unit position to another SMASA unit position will be placed at the first higher salary of the new range on the SMASA salary schedule, plus one additional step on the new range. There is no salary calculation for moving from an 11-month position to a 12-month position within SMASA.

Employees receiving a promotion from another unit to the SMASA salary schedule will be placed on the new salary scale according to one of the following computations. The Board agrees to place employees at the higher salary after comparing placement based on 1 or 2 below.

1. If the employee is currently in a ten-month assignment, the value of their current promotional salary placement will be computed to equate to an 11-month position in their current unit, and then placed on the SMASA salary schedule at the lowest step that reflects no less than a 6% increase. Employees who are currently in an 11-month assignment will be placed on the SMASA salary schedule at the lowest step that reflects no less than a 6% increase (no conversion in number of months worked). Employees who are currently in a 12-month assignment will be placed on the SMASA salary schedule at the lowest step that reflects no less than a 3% increase (no conversion in number of months worked).
2. If an employee is promoted from one position classification to another position classification and they have previous verified experience in the new position classification (as determined by the Board), the previous verified experience for the new position will be used in the calculation for placement on the salary scale.

If employees are reclassified as part of a group, those employees will be placed at the next highest step on the appropriate salary range.

**ARTICLE XIII
PROCEDURES FOR HANDLING GRIEVANCES**

- A. Grievance - A grievance is any claim by a grievant that there has been a violation, misinterpretation, or misapplication of the terms of this agreement. No grievance may be submitted to arbitration without the consent of, and representation by the Association.
- B. Grievant - An individual employee or the Association.
- C. Time Limits - All time limits herein shall consist of workdays. The number of days indicated at each step should be considered a maximum and every effort should be made to expedite the process. The time limits in any step of this procedure may be extended or reduced in any specific instance by mutual agreement between the aggrieved party and/or their representative, and the Superintendent.
- D. Nothing herein contained will be construed as limiting the right of any employee who has a concern to discuss the matter informally with the administrator who made the decision on the issue and to have the concern resolved without intervention of the Association.
- E. Procedure
 - 1. Step 1 - The parties acknowledge that it is most desirable for an employee and the administrator who made the decision on the issue being grieved to resolve any problem relating to the terms of this Agreement through free and informal communications. However, if such informal processes fail to satisfy the employee, the problem may be further processed as a grievance provided that the grievance is submitted in writing within twenty (20) days of the alleged grievance.
 - 2. Step 2 - The grievant must submit the grievance in writing to the administrator who made the decision on the issue being grieved. The administrator being grieved will arrange for a meeting to take place within four (4) days after receipt of the grievance. The grievant and the administrator being grieved shall be present for the meeting. The Association and/or the Board's representative may be present at this step and any step thereafter. The administrator being grieved shall provide the grievant with a written answer on the grievance within four (4) days after the meeting.

3. Step 3 - If the grievant is not satisfied with the decision rendered by the administrator being grieved at Step 2, then they may appeal to the Superintendent within six (6) days of the receipt of the decision of the administrator being grieved. The Superintendent shall arrange for a meeting with the grievant to take place within five (5) days of their receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have ten (10) days in which to provide their written decision to the grievant.
4. Step 4 - If the grievant is not satisfied with the decision of the Superintendent in Step 3, or if the Superintendent fails to render a decision within the prescribed time, the grievance may within fifteen (15) days be submitted to arbitration by the Association under the Voluntary Labor Rules of the American Arbitration Association. The arbitrator shall have no authority to add to, alter, amend or modify any provision of this Agreement or to make any award which will in any way deprive the Board of any of the powers delegated it by law. The award in writing of the arbitrator, except as noted in the above statement, shall be final and binding on the aggrieved and the Board.

The Association and the Board shall bear its own expenses in these arbitration proceedings, except that they shall share equally the fee and other expenses of the arbitrator in connection with the grievance submitted to them.

Parties agree to cooperate with reasonable, timely, written requests for information, provided they are relevant to the grievance, not confidential, and not unduly burdensome to compile and produce.

ARTICLE XIV
ASSOCIATION PRIVILEGES AND RESPONSIBILITIES

- A. The Association will be provided access to a copy of the official Board meeting agenda prior to the meeting and a copy of the Board minutes after their approval by the Board.
- B. A portion of the existing bulletin board space in faculty lounges and at Board facilities that serve as work sites for SMASA unit members shall be reserved for the purpose of displaying Association notices, circulars, and other materials of interest to employees.
- C. Participation by SMASA in new personnel orientation (including any additional ad hoc orientation sessions) is valued and encouraged. The Association will be provided time, as specified by the Board, not less than thirty (30) consecutive minutes during the personnel orientation program (not included in the designated lunch period) for newly employed SMASA bargaining unit personnel for Association orientation as well as space as designated by the Board to disseminate information relative to the Association.
- D. The Association will have the right to have placed in the SMCPS hiring packet for all new unit members a letter prepared by the Association that welcomes the new employees and informs said employees that the Association is recognized as the exclusive negotiating representative for all unit members employed by the Board of Education of St. Mary's County.
- E. The Board will provide the Association with an electronic copy of the current Directory of School Officials, Principals, and Teachers in St. Mary's County as such material is prepared by the staff. The Association will provide the Superintendent with an electronic copy of the active Association membership.
- F. Within fifteen (15) calendar days following the approval of a leave of absence, the Department of Human Resources shall notify the Association of the name of the Association member(s) taking the leave(s) and the length of the leave(s).
- G. The Department of Human Resources will provide the Association with a list of all employees terminating their employment no later than September 1, of any school year.
- H. Association designees will be granted reasonable administrative leave to transact Association business during the normal workday as needed. A request must be made, in advance in writing, by the SMASA president or his/her designee to the Superintendent.
- I. The Superintendent shall provide SMASA with the names and work locations of new bargaining unit employees as soon as reasonably possible after their dates of hire.

- J. Each month the Board will provide an electronic transmission of bargaining unit data to MSEA including names, identification numbers, assigned sites, salaries (range, step), certifications, and positions/titles.

ARTICLE XV
VOLUNTARY TRANSFERS AND REASSIGNMENTS

In order to promote collaboration and commitment, unit members may request consideration for lateral reassignment in writing to Human Resources. The fact that an employee requests a reassignment shall not be a guarantee that the employee will be selected.

- A. The Board will notify, by email, all administrative unit members of any known administrative vacancies. Current SMCPS administrators who submit an online application prior to the closing date of the posted vacancy and who meet the qualifications for an advertised position will be interviewed before any external candidates are interviewed. ■

- B. If an external candidate is selected, the Superintendent will, upon request, provide written feedback to the internal candidates who were not selected as to recommendations for improving the chances for future advancement or change of assignment, and the considerations for the decision, without revealing personal information about other candidates.

ARTICLE XVI
INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. An involuntary transfer or reassignment will be made only after a meeting between the employee involved and the appropriate administrator, at which time the employee will be notified of the considerations for the transfer and reassignment. If the decision stands following the employee/administrator meeting, the final assignment and considerations shall be summarized in writing.
- B. In the event that an employee objects to the transfer or reassignment discussed at the meeting, upon their written request, the Superintendent will meet with them.
- C. When an administrator is considering an involuntary reassignment of duties, they shall discuss the possibility with the affected employee as soon as the information is available, but no later than July 15th, if possible. After July 15th, the proper administrator will meet with the employee and provide the employee the considerations for any change. If the decision stands following the employee/administrator meeting, the final assignment and considerations shall be summarized in writing.
- D. An administrative unit employee who is reassigned to a position paying less than their current position will continue to be paid on the original, higher pay scale for three years if the reassignment is not the result of disciplinary action.
- E. An employee being involuntarily transferred or reassigned shall have the right to apply for any vacancy for which they are properly certificated.
- F. An employee who is transferred involuntarily after the beginning of the work year will be given at least two (2) full days without other assignments in order to perform some of the professional responsibilities required to adequately prepare for their transfer.

ARTICLE XVII
HEALTH AND SAFETY

- A. When a room, building or area because of its condition is judged by authorized qualified personnel to create a health or safety hazard, or a condition unsuitable for teaching or supervising children, the place shall be closed to students and employees, if thus recommended by the qualified person, until such hazard can be corrected. Employees shall not be required to work in spaces below 60 degrees F or above 85 degrees F unless the regular responsibilities of their position require working in such conditions.

- B. Unit members shall not be required to handle or search for any object suspected of being an improvised explosive device (IED) or similar device, that could be life threatening. In the interest of student and staff well-being, unit members may volunteer to assist in such search, but in no way shall be subject to reprisal for choosing not to participate.

- C. Employees will not be expected to return to buildings when IED threats have occurred until a decision has been made by the Superintendent and the responding law enforcement agency.

ARTICLE XVIII JUST CAUSE

Tenured and non-probationary unit members shall not be disciplined or reduced in compensation without just cause.

All non-certificated employees shall serve a probationary period of one year. At any time during the probationary period, a non-certificated employee may be discharged or demoted, without cause. The appropriate supervisor shall inform the non-certificated employee of the areas of weakness and give suggestions for improvement in time for the employee to demonstrate improvement.

Tenured unit employees appointed by the Board in a certificated role (Maryland certification is required) shall serve a probationary period of one year from the effective date in their position. During the probationary period, unit members holding tenure in SMCPS appointed by the Board to a promotional position may be returned to a position comparable to the one previously held. The appropriate supervisor shall inform the employee in writing of the areas of weakness and give suggestions for improvement in time for the employee to demonstrate improvement.

Unit members appointed to positions within SMASA from outside of SMCPS shall apply tenure language as found in the "Regular Teacher's Contract" in COMAR. (1 year non-tenured if tenure was held in the state of Maryland immediately preceding appointment by the Board, or 3 years non-tenured if the unit member did not hold tenure in the state of Maryland immediately preceding appointment by the Board.) The appropriate supervisor shall inform the employee in writing of the areas of weakness and give suggestions for improvement in time for the employee to demonstrate improvement.

**ARTICLE XIX
EMPLOYEE EVALUATION**

- A. In a given year, no employee shall be terminated from employment as a result of an ineffective rating based solely on student growth.

- B. SMCPS and the Association are mutually committed to a fair performance assessment process based on current educational research and agree to continue to seek consensus on a performance assessment tool and process. Until changes are mutually agreed upon by the Board and the Association, performance assessment will be based on the current version of LPAS (where applicable) collaboratively developed by SMASA and submitted to MSDE in December of 2012. Use of student data in the evaluations of instructional supervisors, academic deans, and other SMASA bargaining unit employees not covered by the December 2012 LPAS model will be in accordance with an evaluation instrument and process to be collaboratively developed by SMASA appointed representatives and the Board. Employees not covered by the LPAS evaluation instrument shall be evaluated on an evaluation instrument collaboratively developed by SMASA and SMCPS.

The employee is also directed to Policy GCNA and Regulation GCNA-R, the content of which are not grievable under Article XIII, but may otherwise be appealable pursuant to Section 4-205 of the Education Law Article of the Maryland Annotated Code.

ARTICLE XX
PLANS OF ASSISTANCE

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

ARTICLE XXI
ACADEMIC FREEDOM

In performance of their education functions, unit employees shall be responsible to provide students with the opportunity to investigate all facets, sides, and/or opinions of and about any and all topics and materials introduced or presented and shall have a special responsibility to provide such opportunity with regard to those which are or may be of a controversial nature. Such material presented to students must be relevant to the basic content of the curriculum and appropriate to the maturity level and intellectual ability of the students. The employee shall further be responsible to permit the expression of the views and opinions of others and to encourage students to examine, analyze, evaluate and synthesize all available information about such topics and materials and to encourage each to form their own views and opinions of others and for the right of individuals to form and hold different views and opinions. The basic content of a course and provisions for its implementation and supervision shall be the responsibility of the Board.

**ARTICLE XXII
END OF SERVICE PAY**

The Board and the Association acknowledge that it is in the best interests of students and the school community to have their regular administrator or supervisor present as often as possible, to provide instructional leadership and administrative continuity in order to promote and reward responsible use of sick leave, any employee at the time of retirement or death while under contract shall receive end-of-service pay for unused sick leave at their per diem rate up to a maximum limit defined below. End-of-service pay is not a sell-back of sick leave. To be eligible, the employee must have been employed by the Board for ten years.

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

Sick Leave balances	Years of SMCPS Service		
	10 - 20	21 - 30	31+
1 to 100	\$2,700	\$2,950	\$3,200
101-150	\$3,700	\$3,950	\$4,200
151 to 200	\$4,700	\$4,950	\$5,200
201 and beyond	\$5,700	\$5,950	\$6,200

**ARTICLE XXIII
EMPLOYEE RIGHTS**

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

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

**ARTICLE XXIV
GENERAL**

- A. The Association will provide a copy of the proposed Comprehensive Agreement to all unit members for the purpose of ratification.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction, such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and applications will continue in full force and effect.
- C. The Board and SMASA are mutually committed to a non-adversarial, consensus building negotiations process. As partners in St. Mary's County Public Schools, we believe that respect and trust are essential in achieving our common goal of fulfilling the promise in every child.
- D. Negotiations for successor agreement shall begin no later than October 15th unless it is mutually agreed to start on a different date.
- E. In the event of an impasse in negotiations, the Association and the Board will pursue resolution before the Maryland Public School Labor Relations Board in accordance with Section 6-408 of the Education Article of the Annotated Code of Maryland.
- F. This Agreement is contingent upon the Board of Education receiving or identifying sufficient revenue to fund the fiscal items. In the event the agreement is not fully funded, the parties shall continue negotiations. If at the conclusion of negotiations, the initial agreement was not fully implemented due to lack of funding, and if during the contract period additional non-restricted funds are identified or available, they shall be used, to the extent possible, to fully fund the priorities identified by the parties in the initial agreement.

ARTICLE XXV
DURATION

- A. The provisions of this Agreement will be effective as of July 1, 2021 and will remain in full force and effect until June 30, 2025, with no openers.

- B. In school year 2024-2025, full contract negotiations will take place for a successor agreement effective July 1, 2025.

Appendix A – Schedule of Classifications

Title	Range	Exempt or Non-Exempt	Months Worked	Working Days	Holidays	Total Duty Days	Hours Per Day	Hours Per Year
Academic Dean I	A	Exempt	11	212	11	223	7	1561
Academic Dean II	C	Exempt	12	249	12	261	7	1827
Assessment and Accountability Officer	F	Exempt	12	249	12	261	7	1827
Assistant Principal - Elementary (11-M)	A	Exempt	11	212	11	223	7	1561
Assistant Principal - Elementary (12-M)	C	Exempt	12	249	12	261	7	1827
Assistant Principal – High (11-M)	A	Exempt	11	212	11	223	7	1561
Assistant Principal – High (12-M)	C	Exempt	12	249	12	261	7	1827
Assistant Principal – Middle (11-M)	A	Exempt	11	212	11	223	7	1561
Assistant Principal – Middle (12-M)	C	Exempt	12	249	12	261	7	1827
Assistant Superintendent of Fiscal Services and Human Resources	I	Exempt	12	249	12	261	7	1827
Assistant Superintendent of Supporting Services	I	Exempt	12	249	12	261	7	1827
Chief Counsel	H	Exempt	12	249	12	261	7	1827
Chief of Equity, Engagement and Early Access	H	Exempt	12	249	12	261	7	1827
Chief of Safety and Security	H	Exempt	12	249	12	261	7	1827
Chief of Staff	H	Exempt	12	249	12	261	7	1827
Chief Strategic Officer	H	Exempt	12	249	12	261	7	1827
Coordinating Supervisor of Early Childhood	D	Exempt	12	249	12	261	7	1827
Coordinator of Fiscal Services	B	Exempt	12	249	12	261	7	1827
Coordinator of Head Start	B	Exempt	12	249	12	261	7	1827
Coordinator of Information Technology	B	Exempt	12	249	12	261	7	1827
Coordinator of Special Programs	B	Exempt	12	249	12	261	7	1827
Deputy Superintendent	J	Exempt	12	249	12	261	7	1827
Director of Capital Planning and Green Schools I	F	Exempt	12	249	12	261	7	1827
Director of Curriculum and Instruction II	G	Exempt	12	249	12	261	7	1827
Director of Design and Construction I	F	Exempt	12	249	12	261	7	1827
Director of Facility Coordination, Physical & Health Educ., & Athletics I	F	Exempt	12	249	12	261	7	1827
Director of Food and Nutrition Services I	F	Exempt	12	249	12	261	7	1827
Director of Information Technology II	G	Exempt	12	249	12	261	7	1827
Director of Maintenance I	F	Exempt	12	249	12	261	7	1827
Director of Operations I	F	Exempt	12	249	12	261	7	1827
Director of Special Education II	G	Exempt	12	249	12	261	7	1827
Director of Student Services II	G	Exempt	12	249	12	261	7	1827
Director of Transportation I	F	Exempt	12	249	12	261	7	1827
Food Service Coordinator	B	Exempt	12	249	12	261	7	1827

Title	Range	Exempt or Non-Exempt	Months Worked	Working Days	Holidays	Total Duty Days	Hours Per Day	Hours Per Year
Mental Health Services Coordinator	B	Exempt	12	249	12	261	7	1827
Operations Supervisor	C	Exempt	12	249	12	261	7	1827
Principal – High School	G	Exempt	12	249	12	261	7	1827
Principal – Elementary School	E	Exempt	12	249	12	261	7	1827
Principal – Middle School	F	Exempt	12	249	12	261	7	1827
Procurement Coordinator	B	Exempt	12	249	12	261	7	1827
School Safety Coordinator	B	Exempt	12	249	12	261	7	1827
Supervisor of Accounting, Auditing, & Procurement	C	Exempt	12	249	12	261	7	1827
Supervisor of Assessments	C	Exempt	12	249	12	261	7	1827
Supervisor of Assessments, Accountability and Library/Media	C	Exempt	12	249	12	261	7	1827
Supervisor of Health Services	C	Exempt	12	249	12	261	7	1827
Supervisor of Human Resources	C	Exempt	12	249	12	261	7	1827
Supervisor of Instruction	C	Exempt	12	249	12	261	7	1827
Supervisor of School Counselors	C	Exempt	12	249	12	261	7	1827
Supervisor of Special Education	C	Exempt	12	249	12	261	7	1827
Supervisor of Student Services	C	Exempt	12	249	12	261	7	1827
Supervisor of Title I Family, Student & Staff Engagement	C	Exempt	12	249	12	261	7	1827
Supervisor of Transportation	C	Exempt	12	249	12	261	7	1827

Updated 3-9-21 for July 1, 2021

Appendix B – Salary Schedules (FY 2022, 2023, 2024, 2025)

SALARY SCHEDULE FY 2022										
SUPERVISORS AND ADMINISTRATORS FOR 11- AND 12-MONTH EMPLOYEES										
	Assistant Principals (11-Month E, M, H) Academic Dean I (11-Month)	Coordinators (12 Month)	Assistant Principals (12-Month E, M, H) Academic Dean II (12-Month) Supervisors (12-Month)	Coordinating Supervisors (12-Month)	Principals (12-Month Elementary)	Principals (12-Month Middle) Education Director (12-Month) Director I (12-Month)	Principals (12-Month High) Director II (12-Month)	Chief (12-Month)	Assistant Supt. (12-Month)	Deputy Supt. (12-Month)
	Range									
Step	A	B	C	D	E	F	G	H	I	J
1	\$87,458	\$92,784	\$98,435	\$104,429	\$110,789	\$117,536	\$124,694	\$132,288	\$140,344	\$148,891
2	\$90,082	\$95,568	\$101,388	\$107,562	\$114,113	\$121,062	\$128,435	\$136,256	\$144,554	\$153,358
3	\$92,784	\$98,435	\$104,429	\$110,789	\$117,536	\$124,694	\$132,288	\$140,344	\$148,891	\$157,959
4	\$95,568	\$101,388	\$107,562	\$114,113	\$121,062	\$128,435	\$136,256	\$144,554	\$153,358	\$162,697
5	\$98,435	\$104,429	\$110,789	\$117,536	\$124,694	\$132,288	\$140,344	\$148,891	\$157,959	\$167,578
6	\$101,388	\$107,562	\$114,113	\$121,062	\$128,435	\$136,256	\$144,554	\$153,358	\$162,697	\$172,606
7	\$104,429	\$110,789	\$117,536	\$124,694	\$132,288	\$140,344	\$148,891	\$157,959	\$167,578	\$177,784
8	\$107,562	\$114,113	\$121,062	\$128,435	\$136,256	\$144,554	\$153,358	\$162,697	\$172,606	\$183,117
9	\$110,789	\$117,536	\$124,694	\$132,288	\$140,344	\$148,891	\$157,959	\$167,578	\$177,784	\$188,611
10	\$114,113	\$121,062	\$128,435	\$136,256	\$144,554	\$153,358	\$162,697	\$172,606	\$183,117	\$194,269

SALARY SCHEDULE FY 2023

SUPERVISORS AND ADMINISTRATORS FOR 11- AND 12-MONTH EMPLOYEES

	Assistant Principals (11-Month E, M, H) Academic Dean I (11-Month)	Coordinators (12 Month)	Assistant Principals (12-Month E, M, H) Academic Dean II (12-Month) Supervisors (12-Month)	Coordinating Supervisors (12-Month)	Principals (12-Month Elementary)	Principals (12-Month Middle) Education Director (12-Month) Director I (12-Month)	Principals (12-Month High) Director II (12-Month)	Chief (12-Month)	Assistant Supt. (12-Month)	Deputy Supt. (12-Month)
	Range									
Step	A	B	C	D	E	F	G	H	I	J
1	\$89,207	\$94,640	\$100,403	\$106,518	\$113,005	\$119,887	\$127,189	\$134,935	\$143,153	\$151,871
2	\$91,883	\$97,479	\$103,415	\$109,713	\$116,396	\$123,484	\$131,005	\$138,984	\$147,448	\$156,427
3	\$94,640	\$100,403	\$106,518	\$113,005	\$119,887	\$127,189	\$134,935	\$143,153	\$151,871	\$161,120
4	\$97,479	\$103,415	\$109,713	\$116,396	\$123,484	\$131,005	\$138,984	\$147,448	\$156,427	\$165,953
5	\$100,403	\$106,518	\$113,005	\$119,887	\$127,189	\$134,935	\$143,153	\$151,871	\$161,120	\$170,931
6	\$103,415	\$109,713	\$116,396	\$123,484	\$131,005	\$138,984	\$147,448	\$156,427	\$165,953	\$176,059
7	\$106,518	\$113,005	\$119,887	\$127,189	\$134,935	\$143,153	\$151,871	\$161,120	\$170,931	\$181,341
8	\$109,713	\$116,396	\$123,484	\$131,005	\$138,984	\$147,448	\$156,427	\$165,953	\$176,059	\$186,781
9	\$113,005	\$119,887	\$127,189	\$134,935	\$143,153	\$151,871	\$161,120	\$170,931	\$181,341	\$192,384
10	\$116,396	\$123,484	\$131,005	\$138,984	\$147,448	\$156,427	\$165,953	\$176,059	\$186,781	\$198,156

SALARY SCHEDULE FY 2024

SUPERVISORS AND ADMINISTRATORS FOR 11- AND 12-MONTH EMPLOYEES

	Assistant Principals (11-Month E, M, H) Academic Dean I (11-Month)	Coordinators (12 Month)	Assistant Principals (12-Month E, M, H) Academic Dean II (12-Month) Supervisors (12-Month)	Coordinating Supervisors (12-Month)	Principals (12-Month Elementary)	Principals (12-Month Middle) Education Director (12-Month) Director I (12-Month)	Principals (12-Month High) Director II (12-Month)	Chief (12-Month)	Assistant Supt. (12-Month)	Deputy Supt. (12-Month)
	Range									
Step	A	B	C	D	E	F	G	H	I	J
1	\$90,991	\$96,532	\$102,411	\$108,648	\$115,265	\$122,285	\$129,733	\$137,634	\$146,016	\$154,908
2	\$93,721	\$99,428	\$105,484	\$111,907	\$118,723	\$125,954	\$133,625	\$141,763	\$150,397	\$159,556
3	\$96,532	\$102,411	\$108,648	\$115,265	\$122,285	\$129,733	\$137,634	\$146,016	\$154,908	\$164,342
4	\$99,428	\$105,484	\$111,907	\$118,723	\$125,954	\$133,625	\$141,763	\$150,397	\$159,556	\$169,272
5	\$102,411	\$108,648	\$115,265	\$122,285	\$129,733	\$137,634	\$146,016	\$154,908	\$164,342	\$174,350
6	\$105,484	\$111,907	\$118,723	\$125,954	\$133,625	\$141,763	\$150,397	\$159,556	\$169,272	\$179,580
7	\$108,648	\$115,265	\$122,285	\$129,733	\$137,634	\$146,016	\$154,908	\$164,342	\$174,350	\$184,968
8	\$111,907	\$118,723	\$125,954	\$133,625	\$141,763	\$150,397	\$159,556	\$169,272	\$179,580	\$190,517
9	\$115,265	\$122,285	\$129,733	\$137,634	\$146,016	\$154,908	\$164,342	\$174,350	\$184,968	\$196,232
10	\$118,723	\$125,954	\$133,625	\$141,763	\$150,397	\$159,556	\$169,272	\$179,580	\$190,517	\$202,119

SALARY SCHEDULE FY 2025

SUPERVISORS AND ADMINISTRATORS FOR 11- AND 12-MONTH EMPLOYEES

	Assistant Principals (11-Month E, M, H) Academic Dean I (11-Month)	Coordinators (12 Month)	Assistant Principals (12-Month E, M, H) Academic Dean II (12-Month) Supervisors (12-Month)	Coordinating Supervisors (12-Month)	Principals (12-Month Elementary)	Principals (12-Month Middle) Education Director (12-Month) Director I (12-Month)	Principals (12-Month High) Director II (12-Month)	Chief (12-Month)	Assistant Supt. (12-Month)	Deputy Supt. (12-Month)
	Range									
Step	A	B	C	D	E	F	G	H	I	J
1	\$92,811	\$98,463	\$104,459	\$110,821	\$117,571	\$124,730	\$132,326	\$140,385	\$148,934	\$158,004
2	\$95,595	\$101,417	\$107,593	\$114,146	\$121,097	\$128,472	\$136,296	\$144,596	\$153,402	\$162,744
3	\$98,463	\$104,459	\$110,821	\$117,571	\$124,730	\$132,326	\$140,385	\$148,934	\$158,004	\$167,627
4	\$101,417	\$107,593	\$114,146	\$121,097	\$128,472	\$136,296	\$144,596	\$153,402	\$162,744	\$172,657
5	\$104,459	\$110,821	\$117,571	\$124,730	\$132,326	\$140,385	\$148,934	\$158,004	\$167,627	\$177,835
6	\$107,593	\$114,146	\$121,097	\$128,472	\$136,296	\$144,596	\$153,402	\$162,744	\$172,657	\$183,170
7	\$110,821	\$117,571	\$124,730	\$132,326	\$140,385	\$148,934	\$158,004	\$167,627	\$177,835	\$188,666
8	\$114,146	\$121,097	\$128,472	\$136,296	\$144,596	\$153,402	\$162,744	\$172,657	\$183,170	\$194,326
9	\$117,571	\$124,730	\$132,326	\$140,385	\$148,934	\$158,004	\$167,627	\$177,835	\$188,666	\$200,155
10	\$121,097	\$128,472	\$136,296	\$144,596	\$153,402	\$162,744	\$172,658	\$183,170	\$194,326	\$206,160

Appendix C – Extra Pay for Extra Duty (EPED)

School Year 2021-2022	EPED Position	Points	1 – 3 Yrs	4 – 6 Yrs	7 – 9 Yrs	10+ Yrs
	Academic Competition Coordinator - E.S./M.S. (1)	4	\$876	\$896	\$916	\$936
	Advanced Placement Coordinator – H.S.	6	\$1,314	\$1,344	\$1,374	\$1,404
	Auditorium Coordinator	6	\$1,314	\$1,344	\$1,374	\$1,404
	Baseball Assistant Coach (3)	6	\$1,314	\$1,344	\$1,374	\$1,404
	Baseball Coach (1)	10	\$2,190	\$2,240	\$2,290	\$2,340
	Basketball Assistant Coach (4)	6.6	\$1,445	\$1,478	\$1,511	\$1,544
	Basketball Coach (2)	11	\$2,409	\$2,464	\$2,519	\$2,574
	Basketball Freshman Coach Winter (1)	6.6	\$1,445	\$1,478	\$1,511	\$1,544
	Best Buddies - H.S. (2)	5	\$1,095	\$1,120	\$1,145	\$1,170
	Bocce Ball Head Coach - Corollary Sports Program (Spring) (1)	3.5	\$767	\$784	\$802	\$819
	Bocce Ball Assistant Coach - Corollary Sports Program (Spring) (1)	3	\$657	\$672	\$687	\$702
	Bowling Head Coach- Corollary Sports Program (Winter) (1)	3.5	\$767	\$784	\$802	\$819
	Bowling Assistant Coach- Corollary Sports Program (Winter) (1)	3	\$657	\$672	\$687	\$702
	Cheerleaders (Fall) Assistant Coach (1)	5.9	\$1,292	\$1,322	\$1,351	\$1,381
	Cheerleaders (Fall) Coach (1)	9	\$1,971	\$2,016	\$2,061	\$2,106
	Cheerleaders (Fall) Freshman Coach (1)	5.9	\$1,292	\$1,322	\$1,351	\$1,381
	Cheerleaders (Winter) Assistant Coach (1)	5.9	\$1,292	\$1,322	\$1,351	\$1,381
	Cheerleaders (Winter) Freshman Coach (1)	5.9	\$1,292	\$1,322	\$1,351	\$1,381
	Cheerleaders (Winter) Coach (1)	9	\$1,971	\$2,016	\$2,061	\$2,106
	Chorus Director - Chorus Programs & Competitions - H.S. (1)	11	\$2,409	\$2,464	\$2,519	\$2,574
	Chorus Director - Chorus Programs & Competitions - M.S. (1)	10	\$2,190	\$2,240	\$2,290	\$2,340
	Class Sponsor, 11th and 12th Grades (2)	10	\$2,190	\$2,240	\$2,290	\$2,340
	Class Sponsor, 9th and 10th Grades (2)	10	\$2,190	\$2,240	\$2,290	\$2,340
	Cross Country Assistant Coach (2)	6	\$1,314	\$1,344	\$1,374	\$1,404
	Cross Country Coach (1)	9	\$1,971	\$2,016	\$2,061	\$2,106
	Cycling Coach - Corollary Sports Program (1)	3.5	\$767	\$784	\$802	\$819
	Cycling Assistant Coach - Corollary Sports Program (1)	3	\$657	\$672	\$687	\$702
	DECA Sponsor - H.S. (1)	5	\$1,095	\$1,120	\$1,145	\$1,170
	Destination Imagination - E.S./M.S.	7	\$1,533	\$1,568	\$1,603	\$1,638
	Drama Director - M.S. (1)	5	\$1,095	\$1,120	\$1,145	\$1,170
	Event Chef - JFCTC (1)	9	\$1,971	\$2,016	\$2,061	\$2,106
	Environthon Sponsor - H.S. (1)	5	\$1,095	\$1,120	\$1,145	\$1,170
	FBLA Sponsor - M.S. (1)	7	\$1,533	\$1,568	\$1,603	\$1,638

School Year 2021-2022					
EPED Position	Points	1 – 3 Yrs	4 – 6 Yrs	7 – 9 Yrs	10+ Yrs
FBLA Sponsor - H.S. (1)	8	\$1,752	\$1,792	\$1,832	\$1,872
Field Hockey Assistant Coach (2)	6	\$1,314	\$1,344	\$1,374	\$1,404
Field Hockey Coach (1)	10	\$2,190	\$2,240	\$2,290	\$2,340
Flags/Majorettes Sponsor (1)	7	\$1,533	\$1,568	\$1,603	\$1,638
Football Assistant Coach (5)	7.2	\$1,577	\$1,613	\$1,649	\$1,685
Football Coach (1)	12	\$2,628	\$2,688	\$2,748	\$2,808
Foreign Language Club Sponsor - H.S. (1)	7	\$1,533	\$1,568	\$1,603	\$1,638
Future Educators - H.S. (1)	5	\$1,095	\$1,120	\$1,145	\$1,170
Future Educators - M.S. (1)	4	\$876	\$896	\$916	\$936
Future Farmers of America (FFA) - JFCTC (1)	6	\$1,314	\$1,344	\$1,374	\$1,404
Future Homemakers of America Sponsor (1)	5	\$1,095	\$1,120	\$1,145	\$1,170
Golf Coach (1)	7	\$1,533	\$1,568	\$1,603	\$1,638
Indoor Track (1)	8	\$1,752	\$1,792	\$1,832	\$1,872
Indoor Track, Assistant Coach (2)	6	\$1,314	\$1,344	\$1,374	\$1,404
Intramural Coach - M.S. (12)	4	\$876	\$896	\$916	\$936
JROTC Drill Team Assistant Coach - H.S. (1)	7	\$1,533	\$1,568	\$1,603	\$1,638
JROTC Drill Team Head Coach - H.S. (1)	8	\$1,752	\$1,792	\$1,832	\$1,872
Lacrosse Assistant Coach (4)	6	\$1,314	\$1,344	\$1,374	\$1,404
Lacrosse Coach	10	\$2,190	\$2,240	\$2,290	\$2,340
MESA Sponsor - H.S. (1)	5	\$1,095	\$1,120	\$1,145	\$1,170
MESA Sponsor - M.S. (1)	4	\$876	\$896	\$916	\$936
MGA/MUN Sponsor - H.S.(1)	6	\$1,314	\$1,344	\$1,374	\$1,404
Mock Trial Sponsor - H.S.(1)	6	\$1,314	\$1,344	\$1,374	\$1,404
Music Programs & Competitions Elementary (1)	5	\$1,095	\$1,120	\$1,145	\$1,170
Musical Programs & Competitions High School (1)	9	\$1,971	\$2,016	\$2,061	\$2,106
Music Programs & Competitions, Middle School (1)	7	\$1,533	\$1,568	\$1,603	\$1,638
Musical Pit Coordinator - H.S. (1)	4	\$876	\$896	\$916	\$936
Musical Rehearsal Pianist/Vocal Director - H.S. (1)	6	\$1,314	\$1,344	\$1,374	\$1,404
National Honor Society Advisor - H.S.(1)	9	\$1,971	\$2,016	\$2,061	\$2,106
National Jr. Honor Society Advisor - M.S. (1)	5	\$1,095	\$1,120	\$1,145	\$1,170
Newspaper Advisor (1) - JFCTC	6	\$1,314	\$1,344	\$1,374	\$1,404
Newspaper Sponsor - H.S. (1)	6	\$1,314	\$1,344	\$1,374	\$1,404
Ninth Grade Scholars Sponsor (1)	5	\$1,095	\$1,120	\$1,145	\$1,170
Peer Mediator Sponsor - H.S. (1)	2	\$438	\$448	\$458	\$468
Physics Olympic Team Sponsor - H.S. (1)	4	\$876	\$896	\$916	\$936
Pom Pons Coach - H.S. (1)	7	\$1,533	\$1,568	\$1,603	\$1,638
Quadcopter Coach – M.S./H.S.	5	\$1,095	\$1,120	\$1,145	\$1,170
Robotics Team Advisor - JFCTC/GMHS (1)	11	\$2,409	\$2,464	\$2,519	\$2,574
SGA/SCA Sponsor - H.S. (1)	14	\$3,066	\$3,136	\$3,206	\$3,276
Science Fair Club Sponsor - M.S./H.S. (1)	5	\$1,095	\$1,120	\$1,145	\$1,170
SkillsUSA Advisor - JFCTC (2)	12	\$2,628	\$2,688	\$2,748	\$2,808

School Year 2021-2022					
EPED Position	Points	1 – 3 Yrs	4 – 6 Yrs	7 – 9 Yrs	10+ Yrs
Soccer Assistant Coach (4)	6	\$1,314	\$1,344	\$1,374	\$1,404
Soccer Coach (2)	10	\$2,190	\$2,240	\$2,290	\$2,340
Softball Assistant Coach	6	\$1,314	\$1,344	\$1,374	\$1,404
Softball Coach (1)	10	\$2,190	\$2,240	\$2,290	\$2,340
Strength and Conditioning Coach- (Fall) (1)	9	\$1,971	\$2,016	\$2,061	\$2,106
Strength and Conditioning Coach- (Winter) (1)	9	\$1,971	\$2,016	\$2,061	\$2,106
Student Council Sponsor - M.S. (1)	5	\$1,095	\$1,120	\$1,145	\$1,170
Swimming Assistant Coach (1)	5	\$1,095	\$1,120	\$1,145	\$1,170
Swimming Coach (1)	7	\$1,533	\$1,568	\$1,603	\$1,638
Swimming Head Coach – H.S.	10	\$2,190	\$2,240	\$2,290	\$2,340
Tennis Assistant Coach (1)	6	\$1,314	\$1,344	\$1,374	\$1,404
Tennis Coach (1)	9	\$1,971	\$2,016	\$2,061	\$2,106
Theatre Programs & Competitions	10	\$2,190	\$2,240	\$2,290	\$2,340
Theatre Programs & Competitions, Assistant Director - H.S.	6	\$1,314	\$1,344	\$1,374	\$1,404
Track Assistant Coach (4)	6	\$1,314	\$1,344	\$1,374	\$1,404
Track Coach (2)	10	\$2,190	\$2,240	\$2,290	\$2,340
Tutoring Our Peers (T.O.P.) Sponsor - H.S. (1)	3	\$657	\$672	\$687	\$702
Volleyball Assistant Coach (1)	6	\$1,314	\$1,344	\$1,374	\$1,404
Volleyball Coach (1)	10	\$2,190	\$2,240	\$2,290	\$2,340
Wrestling Assistant Coach (1)	6.6	\$1,445	\$1,478	\$1,511	\$1,544
Wrestling Coach (1)	11	\$2,409	\$2,464	\$2,519	\$2,574
Yearbook Advisor - H.S. (1)	6	\$1,314	\$1,344	\$1,374	\$1,404
Yearbook Advisor - M.S. (1)	4	\$876	\$896	\$916	\$936
Year Book Advisor - E.S. (1)	3	\$657	\$672	\$687	\$702

School Year 2022-2023	Points	1 – 3 Yrs	4 – 6 Yrs	7 – 9 Yrs	10+ Yrs
EPED Position					
Academic Competition Coordinator - E.S/M.S. (1)	4	\$892	\$912	\$936	\$956
Advanced Placement Coordinator – H.S.	6	\$1,338	\$1,368	\$1,404	\$1,434
Auditorium Coordinator	6	\$1,338	\$1,368	\$1,404	\$1,434
Baseball Assistant Coach (3)	6	\$1,338	\$1,368	\$1,404	\$1,434
Baseball Coach (1)	10	\$2,230	\$2,280	\$2,340	\$2,390
Basketball Assistant Coach (4)	6.6	\$1,472	\$1,505	\$1,544	\$1,577
Basketball Coach (2)	11	\$2,453	\$2,508	\$2,574	\$2,629
Basketball Freshman Coach Winter (1)	6.6	\$1,472	\$1,505	\$1,544	\$1,577
Best Buddies - H.S. (2)	5	\$1,115	\$1,140	\$1,170	\$1,195
Bocce Ball Head Coach - Corollary Sports Program (Spring) (1)	3.5	\$781	\$798	\$819	\$837
Bocce Ball Assistant Coach - Corollary Sports Program (Spring) (1)	3	\$669	\$684	\$702	\$717
Bowling Head Coach- Corollary Sports Program (Winter) (1)	3.5	\$781	\$798	\$819	\$837
Bowling Assistant Coach- Corollary Sports Program (Winter) (1)	3	\$669	\$684	\$702	\$717
Cheerleaders (Fall) Assistant Coach (1)	5.9	\$1,316	\$1,345	\$1,381	\$1,410
Cheerleaders (Fall) Coach (1)	9	\$2,007	\$2,052	\$2,106	\$2,151
Cheerleaders (Fall) Freshman Coach (1)	5.9	\$1,316	\$1,345	\$1,381	\$1,410
Cheerleaders (Winter) Assistant Coach (1)	5.9	\$1,316	\$1,345	\$1,381	\$1,410
Cheerleaders (Winter) Freshman Coach (1)	5.9	\$1,316	\$1,345	\$1,381	\$1,410
Cheerleaders (Winter) Coach (1)	9	\$2,007	\$2,052	\$2,106	\$2,151
Chorus Director - Chorus Programs & Competitions - H.S. (1)	11	\$2,453	\$2,508	\$2,574	\$2,629
Chorus Director - Chorus Programs & Competitions - M.S. (1)	10	\$2,230	\$2,280	\$2,340	\$2,390
Class Sponsor, 11th and 12th Grades (2)	10	\$2,230	\$2,280	\$2,340	\$2,390
Class Sponsor, 9th and 10th Grades (2)	10	\$2,230	\$2,280	\$2,340	\$2,390
Cross Country Assistant Coach (2)	6	\$1,338	\$1,368	\$1,404	\$1,434
Cross Country Coach (1)	9	\$2,007	\$2,052	\$2,106	\$2,151
Cycling Coach - Corollary Sports Program (1)	3.5	\$781	\$798	\$819	\$837
Cycling Assistant Coach - Corollary Sports Program (1)	3	\$669	\$684	\$702	\$717
DECA Sponsor - H.S. (1)	5	\$1,115	\$1,140	\$1,170	\$1,195
Destination Imagination - E.S/M.S.	7	\$1,561	\$1,596	\$1,638	\$1,673
Drama Director - M.S. (1)	5	\$1,115	\$1,140	\$1,170	\$1,195
Event Chef - JFCTC (1)	9	\$2,007	\$2,052	\$2,106	\$2,151
Environthon Sponsor - H.S. (1)	5	\$1,115	\$1,140	\$1,170	\$1,195
FBLA Sponsor - M.S. (1)	7	\$1,561	\$1,596	\$1,638	\$1,673
FBLA Sponsor - H.S. (1)	8	\$1,784	\$1,824	\$1,872	\$1,912
Field Hockey Assistant Coach (2)	6	\$1,338	\$1,368	\$1,404	\$1,434

School Year 2022-2023					
EPED Position	Points	1 – 3 Yrs	4 – 6 Yrs	7 – 9 Yrs	10+ Yrs
Field Hockey Coach (1)	10	\$2,230	\$2,280	\$2,340	\$2,390
Flags/Majorettes Sponsor (1)	7	\$1,561	\$1,596	\$1,638	\$1,673
Football Assistant Coach (5)	7.2	\$1,606	\$1,642	\$1,685	\$1,721
Football Coach (1)	12	\$2,676	\$2,736	\$2,808	\$2,868
Foreign Language Club Sponsor - H.S. (1)	7	\$1,561	\$1,596	\$1,638	\$1,673
Future Educators - H.S. (1)	5	\$1,115	\$1,140	\$1,170	\$1,195
Future Educators - M.S. (1)	4	\$892	\$912	\$936	\$956
Future Farmers of America (FFA) - JFCTC (1)	6	\$1,338	\$1,368	\$1,404	\$1,434
Future Homemakers of America Sponsor (1)	5	\$1,115	\$1,140	\$1,170	\$1,195
Golf Coach (1)	7	\$1,561	\$1,596	\$1,638	\$1,673
Indoor Track (1)	8	\$1,784	\$1,824	\$1,872	\$1,912
Indoor Track, Assistant Coach (2)	6	\$1,338	\$1,368	\$1,404	\$1,434
Intramural Coach - M.S. (12)	4	\$892	\$912	\$936	\$956
JROTC Drill Team Assistant Coach - H.S. (1)	7	\$1,561	\$1,596	\$1,638	\$1,673
JROTC Drill Team Head Coach - H.S. (1)	8	\$1,784	\$1,824	\$1,872	\$1,912
Lacrosse Assistant Coach (4)	6	\$1,338	\$1,368	\$1,404	\$1,434
Lacrosse Coach	10	\$2,230	\$2,280	\$2,340	\$2,390
MESA Sponsor - H.S. (1)	5	\$1,115	\$1,140	\$1,170	\$1,195
MESA Sponsor - M.S. (1)	4	\$892	\$912	\$936	\$956
MGA/MUN Sponsor - H.S.(1)	6	\$1,338	\$1,368	\$1,404	\$1,434
Mock Trial Sponsor - H.S.(1)	6	\$1,338	\$1,368	\$1,404	\$1,434
Music Programs & Competitions Elementary (1)	5	\$1,115	\$1,140	\$1,170	\$1,195
Musical Programs & Competitions High School (1)	9	\$2,007	\$2,052	\$2,106	\$2,151
Music Programs & Competitions, Middle School (1)	7	\$1,561	\$1,596	\$1,638	\$1,673
Musical Pit Coordinator - H.S. (1)	4	\$892	\$912	\$936	\$956
Musical Rehearsal Pianist/Vocal Director - H.S. (1)	6	\$1,338	\$1,368	\$1,404	\$1,434
National Honor Society Advisor - H.S.(1)	9	\$2,007	\$2,052	\$2,106	\$2,151
National Jr. Honor Society Advisor - M.S. (1)	5	\$1,115	\$1,140	\$1,170	\$1,195
Newspaper Advisor (1) - JFCTC	6	\$1,338	\$1,368	\$1,404	\$1,434
Newspaper Sponsor - H.S. (1)	6	\$1,338	\$1,368	\$1,404	\$1,434
Ninth Grade Scholars Sponsor (1)	5	\$1,115	\$1,140	\$1,170	\$1,195
Peer Mediator Sponsor - H.S. (1)	2	\$446	\$456	\$468	\$478
Physics Olympic Team Sponsor - H.S. (1)	4	\$892	\$912	\$936	\$956
Pom Pons Coach - H.S. (1)	7	\$1,561	\$1,596	\$1,638	\$1,673
Quadcopter Coach – M.S./H.S.	5	\$1,115	\$1,140	\$1,170	\$1,195
Robotics Team Advisor - JFCTC/GMHS (1)	11	\$2,453	\$2,508	\$2,574	\$2,629
SGA/SCA Sponsor - H.S. (1)	14	\$3,122	\$3,192	\$3,276	\$3,346
Science Fair Club Sponsor - M.S./H.S. (1)	5	\$1,115	\$1,140	\$1,170	\$1,195
SkillsUSA Advisor - JFCTC (2)	12	\$2,676	\$2,736	\$2,808	\$2,868
Soccer Assistant Coach (4)	6	\$1,338	\$1,368	\$1,404	\$1,434
Soccer Coach (2)	10	\$2,230	\$2,280	\$2,340	\$2,390

School Year 2022-2023					
EPED Position	Points	1 – 3 Yrs	4 – 6 Yrs	7 – 9 Yrs	10+ Yrs
Softball Assistant Coach	6	\$1,338	\$1,368	\$1,404	\$1,434
Softball Coach (1)	10	\$2,230	\$2,280	\$2,340	\$2,390
Strength and Conditioning Coach- (Fall) (1)	9	\$2,007	\$2,052	\$2,106	\$2,151
Strength and Conditioning Coach- (Winter) (1)	9	\$2,007	\$2,052	\$2,106	\$2,151
Student Council Sponsor - M.S. (1)	5	\$1,115	\$1,140	\$1,170	\$1,195
Swimming Assistant Coach (1)	5	\$1,115	\$1,140	\$1,170	\$1,195
Swimming Coach (1)	7	\$1,561	\$1,596	\$1,638	\$1,673
Swimming Head Coach – H.S.	10	\$2,230	\$2,280	\$2,340	\$2,390
Tennis Assistant Coach (1)	6	\$1,338	\$1,368	\$1,404	\$1,434
Tennis Coach (1)	9	\$2,007	\$2,052	\$2,106	\$2,151
Theatre Programs & Competitions	10	\$2,230	\$2,280	\$2,340	\$2,390
Theatre Programs & Competitions, Assistant Director - H.S.	6	\$1,338	\$1,368	\$1,404	\$1,434
Track Assistant Coach (4)	6	\$1,338	\$1,368	\$1,404	\$1,434
Track Coach (2)	10	\$2,230	\$2,280	\$2,340	\$2,390
Tutoring Our Peers (T.O.P.) Sponsor - H.S. (1)	3	\$669	\$684	\$702	\$717
Volleyball Assistant Coach (1)	6	\$1,338	\$1,368	\$1,404	\$1,434
Volleyball Coach (1)	10	\$2,230	\$2,280	\$2,340	\$2,390
Wrestling Assistant Coach (1)	6.6	\$1,472	\$1,505	\$1,544	\$1,577
Wrestling Coach (1)	11	\$2,453	\$2,508	\$2,574	\$2,629
Yearbook Advisor - H.S. (1)	6	\$1,338	\$1,368	\$1,404	\$1,434
Yearbook Advisor - M.S. (1)	4	\$892	\$912	\$936	\$956
Year Book Advisor - E.S. (1)	3	\$669	\$684	\$702	\$717

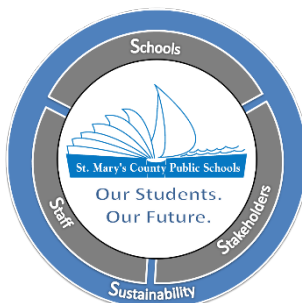
School Year 2023-2024					
EPED Position	Points	1 – 3 Yrs	4 – 6 Yrs	7 – 9 Yrs	10+ Yrs
Academic Competition Coordinator - E.S/M.S. (1)	4	\$912	\$932	\$952	\$972
Advanced Placement Coordinator – H.S.	6	\$1,368	\$1,398	\$1,428	\$1,458
Auditorium Coordinator	6	\$1,368	\$1,398	\$1,428	\$1,458
Baseball Assistant Coach (3)	6	\$1,368	\$1,398	\$1,428	\$1,458
Baseball Coach (1)	10	\$2,280	\$2,330	\$2,380	\$2,430
Basketball Assistant Coach (4)	6.6	\$1,505	\$1,538	\$1,571	\$1,604
Basketball Coach (2)	11	\$2,508	\$2,563	\$2,618	\$2,673
Basketball Freshman Coach Winter (1)	6.6	\$1,505	\$1,538	\$1,571	\$1,604
Best Buddies - H.S. (2)	5	\$1,140	\$1,165	\$1,190	\$1,215
Bocce Ball Head Coach - Corollary Sports Program (Spring) (1)	3.5	\$798	\$816	\$833	\$851
Bocce Ball Assistant Coach - Corollary Sports Program (Spring) (1)	3	\$684	\$699	\$714	\$729
Bowling Head Coach- Corollary Sports Program (Winter) (1)	3.5	\$798	\$816	\$833	\$851
Bowling Assistant Coach- Corollary Sports Program (Winter) (1)	3	\$684	\$699	\$714	\$729
Cheerleaders (Fall) Assistant Coach (1)	5.9	\$1,345	\$1,375	\$1,404	\$1,434
Cheerleaders (Fall) Coach (1)	9	\$2,052	\$2,097	\$2,142	\$2,187
Cheerleaders (Fall) Freshman Coach (1)	5.9	\$1,345	\$1,375	\$1,404	\$1,434
Cheerleaders (Winter) Assistant Coach (1)	5.9	\$1,345	\$1,375	\$1,404	\$1,434
Cheerleaders (Winter) Freshman Coach (1)	5.9	\$1,345	\$1,375	\$1,404	\$1,434
Cheerleaders (Winter) Coach (1)	9	\$2,052	\$2,097	\$2,142	\$2,187
Chorus Director - Chorus Programs & Competitions - H.S. (1)	11	\$2,508	\$2,563	\$2,618	\$2,673
Chorus Director - Chorus Programs & Competitions - M.S. (1)	10	\$2,280	\$2,330	\$2,380	\$2,430
Class Sponsor, 11th and 12th Grades (2)	10	\$2,280	\$2,330	\$2,380	\$2,430
Class Sponsor, 9th and 10th Grades (2)	10	\$2,280	\$2,330	\$2,380	\$2,430
Cross Country Assistant Coach (2)	6	\$1,368	\$1,398	\$1,428	\$1,458
Cross Country Coach (1)	9	\$2,052	\$2,097	\$2,142	\$2,187
Cycling Coach - Corollary Sports Program (1)	3.5	\$798	\$816	\$833	\$851
Cycling Assistant Coach - Corollary Sports Program (1)	3	\$684	\$699	\$714	\$729
DECA Sponsor - H.S. (1)	5	\$1,140	\$1,165	\$1,190	\$1,215
Destination Imagination - E.S/M.S.	7	\$1,596	\$1,631	\$1,666	\$1,701
Drama Director - M.S. (1)	5	\$1,140	\$1,165	\$1,190	\$1,215
Event Chef - JFCTC (1)	9	\$2,052	\$2,097	\$2,142	\$2,187
Environthon Sponsor - H.S. (1)	5	\$1,140	\$1,165	\$1,190	\$1,215
FBLA Sponsor - M.S. (1)	7	\$1,596	\$1,631	\$1,666	\$1,701
FBLA Sponsor - H.S. (1)	8	\$1,824	\$1,864	\$1,904	\$1,944
Field Hockey Assistant Coach (2)	6	\$1,368	\$1,398	\$1,428	\$1,458

School Year 2023-2024					
EPED Position	Points	1 – 3 Yrs	4 – 6 Yrs	7 – 9 Yrs	10+ Yrs
Field Hockey Coach (1)	10	\$2,280	\$2,330	\$2,380	\$2,430
Flags/Majorettes Sponsor (1)	7	\$1,596	\$1,631	\$1,666	\$1,701
Football Assistant Coach (5)	7.2	\$1,642	\$1,678	\$1,714	\$1,750
Football Coach (1)	12	\$2,736	\$2,796	\$2,856	\$2,916
Foreign Language Club Sponsor - H.S. (1)	7	\$1,596	\$1,631	\$1,666	\$1,701
Future Educators - H.S. (1)	5	\$1,140	\$1,165	\$1,190	\$1,215
Future Educators - M.S. (1)	4	\$912	\$932	\$952	\$972
Future Farmers of America (FFA) - JFCTC (1)	6	\$1,368	\$1,398	\$1,428	\$1,458
Future Homemakers of America Sponsor (1)	5	\$1,140	\$1,165	\$1,190	\$1,215
Golf Coach (1)	7	\$1,596	\$1,631	\$1,666	\$1,701
Indoor Track (1)	8	\$1,824	\$1,864	\$1,904	\$1,944
Indoor Track, Assistant Coach (2)	6	\$1,368	\$1,398	\$1,428	\$1,458
Intramural Coach - M.S. (12)	4	\$912	\$932	\$952	\$972
JROTC Drill Team Assistant Coach - H.S. (1)	7	\$1,596	\$1,631	\$1,666	\$1,701
JROTC Drill Team Head Coach - H.S. (1)	8	\$1,824	\$1,864	\$1,904	\$1,944
Lacrosse Assistant Coach (4)	6	\$1,368	\$1,398	\$1,428	\$1,458
Lacrosse Coach	10	\$2,280	\$2,330	\$2,380	\$2,430
MESA Sponsor - H.S. (1)	5	\$1,140	\$1,165	\$1,190	\$1,215
MESA Sponsor - M.S. (1)	4	\$912	\$932	\$952	\$972
MGA/MUN Sponsor - H.S.(1)	6	\$1,368	\$1,398	\$1,428	\$1,458
Mock Trial Sponsor - H.S.(1)	6	\$1,368	\$1,398	\$1,428	\$1,458
Music Programs & Competitions Elementary (1)	5	\$1,140	\$1,165	\$1,190	\$1,215
Musical Programs & Competitions High School (1)	9	\$2,052	\$2,097	\$2,142	\$2,187
Music Programs & Competitions, Middle School (1)	7	\$1,596	\$1,631	\$1,666	\$1,701
Musical Pit Coordinator - H.S. (1)	4	\$912	\$932	\$952	\$972
Musical Rehearsal Pianist/Vocal Director - H.S. (1)	6	\$1,368	\$1,398	\$1,428	\$1,458
National Honor Society Advisor - H.S.(1)	9	\$2,052	\$2,097	\$2,142	\$2,187
National Jr. Honor Society Advisor - M.S. (1)	5	\$1,140	\$1,165	\$1,190	\$1,215
Newspaper Advisor (1) - JFCTC	6	\$1,368	\$1,398	\$1,428	\$1,458
Newspaper Sponsor - H.S. (1)	6	\$1,368	\$1,398	\$1,428	\$1,458
Ninth Grade Scholars Sponsor (1)	5	\$1,140	\$1,165	\$1,190	\$1,215
Peer Mediator Sponsor - H.S. (1)	2	\$456	\$466	\$476	\$486
Physics Olympic Team Sponsor - H.S. (1)	4	\$912	\$932	\$952	\$972
Pom Pons Coach - H.S. (1)	7	\$1,596	\$1,631	\$1,666	\$1,701
Quadcopter Coach – M.S./H.S.	5	\$1,140	\$1,165	\$1,190	\$1,215
Robotics Team Advisor - JFCTC/GMHS (1)	11	\$2,508	\$2,563	\$2,618	\$2,673
SGA/SCA Sponsor - H.S. (1)	14	\$3,192	\$3,262	\$3,332	\$3,402
Science Fair Club Sponsor - M.S./H.S. (1)	5	\$1,140	\$1,165	\$1,190	\$1,215
SkillsUSA Advisor - JFCTC (2)	12	\$2,736	\$2,796	\$2,856	\$2,916
Soccer Assistant Coach (4)	6	\$1,368	\$1,398	\$1,428	\$1,458
Soccer Coach (2)	10	\$2,280	\$2,330	\$2,380	\$2,430

School Year 2023-2024					
EPED Position	Points	1 – 3 Yrs	4 – 6 Yrs	7 – 9 Yrs	10+ Yrs
Softball Assistant Coach	6	\$1,368	\$1,398	\$1,428	\$1,458
Softball Coach (1)	10	\$2,280	\$2,330	\$2,380	\$2,430
Strength and Conditioning Coach- (Fall) (1)	9	\$2,052	\$2,097	\$2,142	\$2,187
Strength and Conditioning Coach- (Winter) (1)	9	\$2,052	\$2,097	\$2,142	\$2,187
Student Council Sponsor - M.S. (1)	5	\$1,140	\$1,165	\$1,190	\$1,215
Swimming Assistant Coach (1)	5	\$1,140	\$1,165	\$1,190	\$1,215
Swimming Coach (1)	7	\$1,596	\$1,631	\$1,666	\$1,701
Swimming Head Coach – H.S.	10	\$2,280	\$2,330	\$2,380	\$2,430
Tennis Assistant Coach (1)	6	\$1,368	\$1,398	\$1,428	\$1,458
Tennis Coach (1)	9	\$2,052	\$2,097	\$2,142	\$2,187
Theatre Programs & Competitions	10	\$2,280	\$2,330	\$2,380	\$2,430
Theatre Programs & Competitions, Assistant Director - H.S.	6	\$1,368	\$1,398	\$1,428	\$1,458
Track Assistant Coach (4)	6	\$1,368	\$1,398	\$1,428	\$1,458
Track Coach (2)	10	\$2,280	\$2,330	\$2,380	\$2,430
Tutoring Our Peers (T.O.P.) Sponsor - H.S. (1)	3	\$684	\$699	\$714	\$729
Volleyball Assistant Coach (1)	6	\$1,368	\$1,398	\$1,428	\$1,458
Volleyball Coach (1)	10	\$2,280	\$2,330	\$2,380	\$2,430
Wrestling Assistant Coach (1)	6.6	\$1,505	\$1,538	\$1,571	\$1,604
Wrestling Coach (1)	11	\$2,508	\$2,563	\$2,618	\$2,673
Yearbook Advisor - H.S. (1)	6	\$1,368	\$1,398	\$1,428	\$1,458
Yearbook Advisor - M.S. (1)	4	\$912	\$932	\$952	\$972
Year Book Advisor - E.S. (1)	3	\$684	\$699	\$714	\$729

School Year 2024-2025 – To Be Determined

Appendix D – Sick Leave Bank and Exchange Guidelines



Joint Sick Leave Bank and Exchange Operational Guidelines

(Revised April 2020)

1. HISTORY AND MAINTENANCE

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

Through collective bargaining for the 2015-2016 negotiated agreements, CEASMC, EASMC, SMASA, and SMCPS agreed to enhance the Sick Leave Bank by adding an option to exchange sick leave among bank members, resulting in the current Joint Sick Leave Bank and Exchange. The exchange was implemented during the 2015-2016 school year beginning with open enrollment during the month of September 2015. Requests for eligibility to receive sick leave allocations through the exchange are approved by the current Joint Sick Leave Bank and Exchange Approval Committee. In 2017, EASMC and CEASMC merged into one association as EASMC with two units, certificated (EASMC-Certificated) and educational support professionals (EASMC-ESP).

The Joint Sick Leave Bank and Exchange Steering Committee includes the Joint Sick Leave Bank and Exchange Approval Committee; EASMC President/Certificated Designee, EASMC President/ESP Designee, and SMASA Presidents; one SMCPS chief negotiator; one Maryland State Education Association (MSEA) UniServ Director representing EASMC; and one MSEA UniServ Director representing SMASA. The steering committee will meet no less than annually for a Joint Sick Leave Bank and Exchange Procedural Review. If the SMCPS chief negotiator is not a current SMCPS employee, then SMCPS will appoint a designee to participate in the annual review in place

of the SMCPS chief negotiator. The purpose of the meeting will be to review Joint Sick Leave Bank and Exchange guidelines and update them if deemed necessary by the majority of the review attendees.

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

2. MEMBERSHIP

2.1 Membership Eligibility

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

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

2.2 Membership Enrollment

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

2.3 Required Leave Contributions for Members

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

2.4 Membership Cancellation

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

3. SICK LEAVE BANK BENEFITS

3.1 Sick Leave Bank Benefits Waiting Period

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

3.2 Sick Leave Bank Benefits Eligibility

Sick Leave Bank days may be awarded to Joint Sick Leave Bank and Exchange members for use on regularly scheduled duty days for temporarily incapacitating and debilitating personal illness, injury, or quarantine **of the member** that is not likely to result in permanent disability of that employee. In order to be eligible for sick leave bank benefits, a member must qualify for approved leave under personal illness. Terminal illness of the employee is a covered benefit if the employee is filing for disability retirement through Maryland State Retirement Agency. Once an employee is eligible for disability retirement, all Joint Sick Leave Bank and Exchange benefits will cease.

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

3.3 Sick Leave Bank Benefit Exclusions

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

- a. Any illness, injury, or quarantine of anyone other than the Joint Sick Leave Bank and Exchange member.
- b. Any employee eligible for Worker's Compensation is not eligible for Sick Leave Bank benefits.
- c. Once an employee is eligible for disability retirement, all Joint Sick Leave Bank and Exchange benefits will cease.
- d. An employee who at the time of Joint Sick Leave Bank and Exchange application is on an approved leave of absence, suspended, or terminated from SMCPS is not eligible for Joint Sick Leave Bank and Exchange benefits.
- e. Normal pregnancies and childbirth are not considered eligible reasons for Sick Leave Bank benefits.
- f. Members with available accumulated leave (Examples: sick, personal, annual, compensatory time, etc.) are not eligible for Joint Sick Leave Bank and Exchange benefits. Members must use all accumulated leave (Examples: sick, personal, annual, compensatory time, etc.) before

being eligible for awards from the bank. **Members eligible for direct sick leave exchange from other employees must exhaust those options first. (Refer to the appropriate negotiated agreement: EASMC-ESP Article 8.3, f, 1, 6th bullet – EASMC Article VIII, C, 1, a, 6 – SMASA Article VIII, C, 1, a, 4.)**

- g. Donated Sick Leave Bank days granted in one school year cannot be carried over and used in a subsequent school year. Unused Sick Leave Bank days will be returned to the bank.
- h. A member who is receiving benefits from the Joint Sick Leave Bank and Exchange may not work secondary employment. A member who is receiving benefits from the Joint Sick Leave Bank and Exchange may not perform actions contrary to the limitations set forth in the medical documentation provided in the application and supporting documents. To do so may result in disciplinary action, immediate termination of Joint Sick Leave Bank and Exchange benefits, and/or revocation of any previously granted days.

3.4 Leave Limits

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

4. **SICK LEAVE EXCHANGE BENEFITS**

4.1 Sick Leave Exchange Benefits Waiting Period

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

4.2 Sick Leave Exchange Benefits Eligibility

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

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

4.3 Sick Leave Exchange Benefit Exclusions

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

- a. Employees may not request Sick Leave Exchange benefits to care for anyone other than themselves or immediate family members (adopted, foster, or natural child, grandchild, parent, brother, sister, spouse/life partner, or anyone who has lived regularly in the household).
- b. Any employee eligible for Worker's Compensation is not eligible for Sick Leave Exchange benefits.
- c. Once an employee is eligible for disability retirement, all Joint Sick Leave Bank and Exchange benefits will cease.
- d. An employee who at the time of Joint Sick Leave Bank and Exchange application is on an approved leave of absence, suspended, or terminated from SMCPS is not eligible for Joint Sick Leave Bank and Exchange benefits.
- i. Members with available accumulated leave (Examples: sick, personal, annual, compensatory time, etc.) are not eligible for Joint Sick Leave Bank and Exchange benefits. Members must use all available accumulated leave (Examples: sick, personal, annual, compensatory time, etc.) before being eligible for awards from the bank. **Members eligible for direct sick leave exchange from other employees must exhaust those options first. (Refer to the appropriate negotiated agreement: EASMC-ESP Article 8.3, f, 1, 6th bullet – EASMC Article VIII, C, 1, a, 6 – SMASA Article VIII, C, 1, a, 4.)**
- e. Donated sick leave exchange days, once granted, cannot be returned to the donor and remain available to the employee for use for the purposes stated in the application form until June 30 of that year, but shall not be applied to the sick leave balance reported at time of retirement, termination or resignation. All unused Sick Leave Exchange days not utilized by the employee by June 30 for the purposes stated in the application form shall be transferred to the Sick Leave Bank.
- f. A member who is receiving benefits from the Joint Sick Leave Bank and Exchange may not work secondary employment. A member who is receiving benefits from the Joint Sick Leave Bank and Exchange may not perform actions contrary to the limitations set forth in the medical documentation provided in the application and supporting documents. To do so may result in disciplinary action, immediate termination of Joint Sick Leave Bank and Exchange benefits. And/or revocation of any previously granted days.

4.4 Leave Limits

The maximum number of Sick Leave Exchange days available per employee per school year is 30 days if the employee has also been granted Sick Leave Bank days. The maximum number of Sick Leave Exchange days available per employee per school year is 60 days if the employee was ineligible for Sick Leave Bank days, but is eligible for Sick Leave Exchange Days. The maximum number of Sick Leave Exchange days that an employee may receive is no more than 120 in any five-year period. The maximum combined total of Sick Leave Bank and Exchange days is limited to 180 days in any five-year period. Leave donations for other than full-time members will be proportionate to the hours worked of the individual requesting leave. Utilization will conform to the appropriate negotiated agreements. Total salary and Joint Sick Leave Bank and Exchange benefits shall not exceed a member's annual SMCPs salary.

5. **APPLICATION REQUIREMENTS**

5.1 Application Timeline

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

5.2 Required Documentation

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

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

5.3 Ethics

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

6. **APPLICATION REVIEW**

6.1 Joint Sick Leave Bank and Exchange Approval Committee Members

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

6.2 Joint Sick Leave Bank and Exchange Approval Review Process

The six-member Joint Sick Leave Bank and Exchange Approval Committee will review all applications for the donation of sick leave in accordance with the following process. The Joint Sick Leave Bank and Exchange Approval Committee will meet regularly each month to consider any complete application packages that have been received. The Joint Sick Leave Bank and Exchange application allows a Joint Sick Leave Bank and Exchange co-chairperson or designee to contact the physician(s) who provided the necessary documentation. The committee may also confer with the SMCPS Insurance Specialist. The committee may also review and request additional documentation during the course of the eligibility period. Decision of the committee will be by consensus.

6.3 Final Decision

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

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

7.1 Initial Donations

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

7.2 Ongoing Donations

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

7.2.1 Replenishment

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

7.2.2 Repayment

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

7.2.3 Voluntary Donations

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

Appendix E – Stipend Positions

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

Appendix F – Record of Changes

Agreement Between

The St. Mary’s Association of Supervisors and Administrators

and

The Board of Education of St. Mary’s County

July 1, 2021 – June 30, 2025

Record of Change

Change Sequence	Date	Original Pages	Reference	Summary of Changes