

NEGOTIATED AGREEMENT

with

**Association of Supervisory and
Administrative School Personnel
(UNIT III)**

and

**BOARD OF EDUCATION
OF
PRINCE GEORGE'S COUNTY**

**July 1, 2007
through
June 30, 2010**



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ARTICLE I—PREAMBLE

1.01 DURATION OF CONTRACT

- A. This Agreement is made and entered into by and between the Board of Education of Prince George's County and the Association of Supervisory and Administrative School Personnel (Unit III) for the period **July 1, 2007 through June 30, 2010**. **The Agreement will be reopened for negotiations for salary only for FY 2009 and 2010.**
- B. **On or before February of a negotiating year, representatives of the Board and ASASP shall enter into a collaborative discussion based in the principles of Interest Based Bargaining to address areas of mutual interest, resolve problems and identify opportunities for improvement regarding the contents of a new Agreement.**

1.02 DEFINITIONS

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

- A. **Board:** The Board of Education of Prince George's County.
- B. **Association or ASASP:** The Association of Supervisory and Administrative School Personnel or any name later adopted to better recognize employment groups designated as members of Unit III.
- C. **Unit III:** That third unit of non-certificated employees, previously denominated for pay purposes as Pay Table "800 and 900" -employees.
- D. **Unit Member:** Non-Certificated supervisory and/or management personnel permanently appointed or assigned to a position for which ASASP has been designated exclusive representative.
- E. **Superintendent:** The **Superintendent of Schools** of Prince George's County.
- F. **Continuous Service:** That period of service as an employee of the Prince George's County Public Schools which is unbroken by termination of employment.

1.03 EXCLUSIVE RECOGNITION

The Board recognizes the Association as the exclusive collective bargaining representative for all unit members with regard to all matters relating to salary, wages, hours, and other working conditions.

1.04 BOARD AUTHORITY

ASASP recognizes that the Board is charged with the responsibility of the operation of the public school system in Prince George's County.

1.05 SEVERABILITY

If any provision of this Agreement or any application thereof is held to be contrary to law by a court of competent jurisdiction, or the State Board of Education, such provision or application will be deemed invalid, but all other provisions or applications will continue in full force and effect.

1.06 WRITTEN COMMUNICATION

Any written communication to be given by one party or the other under this Agreement, will be given by telegram, registered mail, regular U.S. mail, or courier. Either party may, by like written notice, change the address at which notice to it may be given.

1.07 DISTRIBUTION OF AGREEMENT

Contracts will be signed by the Board of Education within 30 days after ratification by the members. Contracts will be made available on the Board of Education website within 30 days thereafter. Copies of this Agreement will be distributed by Board to all presently employed and newly-appointed or newly-assigned unit personnel. ASASP and Board will share equally in the cost of printing.

1.08 NO STRIKE

In accordance with Section 6-410, ASASP or any group of employees represented by ASASP, shall be prohibited from calling, or directing, or abetting any strike, slow down or any action which interferes with the operation of schools.

1.09 SUPREMACY OF LAW AND LIMITATIONS ON REOPENING THE AGREEMENT

Nothing contained herein shall be deemed to supersede any provision of the Constitution or the Code of Maryland, nor shall any matter agreed to herein be reopened for any cause, other than as set forth in Section 1.01 hereof and for interpretation, for the duration of this Agreement without the mutual consent of both parties.

1.10 PRIVACY AND DISCRIMINATION

- A. The Board shall not discriminate against any unit member with regard to his/her membership or non-membership in ASASP.
- B. The personal life of a unit member shall be the concern of and warrant the attention of the Board only as it may prevent the unit member from properly performing his/her assigned functions or violate local, state, national law or be prejudicial of his/her position.

1.11 PROTECTION OF UNIT MEMBERS

A. Provisions of Legal Counsel/Personal Liability Protection

Where the unit member is charged with personal liability arising from the appropriate performance of his/her duties and responsibilities, liability protection, indemnification against any monetary judgment, award or fine and the provision of legal counsel will be provided by the Board as required by Sections 4-104 and 4-105 of the Education Article, Annotated Code of Maryland and Section 5-518 of the Courts & Judicial Proceedings Article, Annotated Code of Maryland, as amended.

B. Intervention in School Fights

(1) Where intervention in any fight or physical struggle which takes place in any school building, on school grounds, or at any approved school activity or function among students or other individuals, in the presence of a unit member acting within his/her official capacity takes place and the unit member is injured, the provisions of Section 7-307 of the Education Article, Annotated Code of Maryland shall apply.

(2) The degree and force of the intervention shall be as reasonable as necessary to prevent violence, restore order and to protect the safety of the combatants and surrounding individuals, as required by Section 7-307 of the Education Article, Annotated Code of Maryland.

(3) In any suit, claim or criminal charges brought against a unit member as a result of such intervention, the Board shall provide

legal counsel for the unit member or may provide reimbursement for the reasonable expenses of any criminal charge, if the Board of Education considers it appropriate; and shall save the unit member harmless from any award or decree against him/her, as required by Section 7-307 of the Education Article, Annotated Code of Maryland.

C. Assistance with Harassment and Other Conduct Toward Employee

When any unit member gives written notice to the appropriate school system official that another individual is engaging in a

course of conduct against the unit member, arising from the unit member's performance of his/her duties and responsibilities, which the unit member reasonable believes to be in violation of Article 27, Section 123 (Harassment) or Section 124 (Stalking), or Article 26, Section 10 (a), (b), or (c) (Disturbance or threats) or Section 102 (Trespass), of the Annotated Code of Maryland, the school system will take reasonable actions, as the Board considers appropriate, designed to protect the employee and prevent the continuation of the offensive conduct.

ARTICLE II—RIGHTS OF THE ASSOCIATION OF SUPERVISORY AND ADMINISTRATIVE SCHOOL PERSONNEL

2.01 USE OF SCHOOL FACILITIES

In accordance with existing regulations for school facility use, ASASP and its representatives shall have the right to use school buildings for meetings, provided that when special custodial service is required, the Board may make the customary charge. In the event more than one organization seeks to make use of the same facility of a school building for the same period of time, the first application received shall be given preference.

2.02 LIST OF UNIT MEMBERS

The Board shall provide the Association a list of unit members by August 31, December 31, and April 30 of each year. The list will provide name, classification, location and salary information.

2.03 ASASP NEGOTIATING TEAM LEAVE

If negotiations are scheduled during the duty day, up to a maximum of four (4) members may be released from their regular duties for the time required to participate in joint negotiation sessions either as a member of or consultant to the ASASP negotiation team, without loss of pay. (In the event that a substitute is utilized ASASP agrees to reimburse the Board for substitutes used for this purpose.)

2.04 TRANSACTION OF ASASP BUSINESS

Duly authorized representatives of ASASP shall be permitted to transact official ASASP business on school property at reasonable times provided that this shall not interfere with or interrupt normal school operations nor prevent Board employees from performing their professional responsibilities.

2.05 ASSOCIATION DUES DEDUCTION

It is agreed that all members of the unit represented by ASASP who desire payroll deductions of membership dues may submit a signed statement authorizing dues deductions to ASASP for forwarding to Human Resources. It is understood that this signed statement will constitute a continuing authorization regardless of membership and those members of the unit who wish to withdraw their authorization for payroll deduction of membership dues must give notice in writing to the Human Resources annually between May 1-31 of the school year for which the authorization is withdrawn. Such deduction shall be for the annual dues of ASASP.

It is expressly understood that, absent a showing of gross negligence on the part of the Board employees charged with the supervision of payroll deductions of dues the Board shall not be responsible to ASASP for any dues not withheld.

2.06 ADDITIONAL ASSOCIATION DEDUCTIONS

Upon written authorization by unit members, the Board shall deduct

from wages premium payments for Association sponsored Long-Term Disability Insurance, as well as other deductions mutually agreed upon.

2.07 ASSOCIATION LEAVE

Association officers and/or representatives will be permitted to draw on a bank of seventy-five (75) days in non-negotiation years and one hundred (100) days in negotiation years in order to perform Association business.

2.08 BOARD AGENDA AND PACKET

The President and the Executive Director of ASASP will be sent, via mail, e-mail, facsimile transmission or in any other manner in which the Board shall disseminate, a Board Agenda and Board Packet prior to each regular established Board meeting.

2.09 USE OF PONY

The Association is authorized in accordance with Federal law currently "Letters of the Carrier" exception to use the interschool mail facility to distribute material.

2.10 REPRESENTATION FEE

All unit members permanently appointed to positions within the bargaining unit, on or after July 1, 1995, will within thirty (30) days of such appointment be required to join ASASP or pay a representation fee. **This requirement shall also apply to any individual assigned to perform bargaining unit work in excess of thirty (30) work-days.** The amount of the representation fee must be established at an amount that is less than the regular union dues. It is explicitly understood that none of the representation fee collected shall be used to support any candidate for political office.

An employee who was a member of the union as of July 1, 1995, but who subsequently discontinues their union membership shall be subject to the payment of a representation fee as defined above.

The Board shall deduct such representation fee from unit members' paychecks in the same manner as dues are deducted pursuant to this Agreement. ASASP 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 purpose of complying with any of the provisions of this article, or in reliance of any list, notice, or assignment, furnished under any such provision.

2.11 LABOR MANAGEMENT RELATIONS COMMITTEE

The parties agree **that there shall be** a committee composed of **not more than** four members appointed by ASASP and four members

appointed by the Superintendent. The Committee will be co-chaired by the **Deputy Superintendent/designee** and the Executive Director of the Association/designee. **The parties agree to collaborate in a respectful and meaningful manner and within a timeframe that provides an opportunity to formulate solutions to common issues. Within ninety (90) days of the signing of this Agreement, the assigned committee members agree to be trained in Interest Based Bargaining (IBB) techniques.** The Committee will meet **monthly** to exchange views and information, address matters of interest and mutual concerns and explore opportunities for mutually advantageous ways to improve relationship between the parties and improve the effectiveness of the school system. **The Labor-Management**

Committee will, as the parties deem appropriate, establish sub-committees to address particular topics of mutual interest that will enhance the work environment for administrators as they lead the advancement of student achievement.

The parties agree that this Committee is solely for the purpose of exchanging views and information and shall not be deemed or construed as a substitute for collective bargaining.

2.12 JOINT BOARD-UNION COMMITTEES

ASASP shall make recommendations and shall designate a representative to be a member of any joint Board-Union committees.

ARTICLE III—PERSONNEL POLICIES

3.01 GRIEVANCE PROCEDURE

A. Definitions

1. **Grievance:** An allegation by a unit member that an action affecting them is a violation of one or more provisions of this Agreement, or an allegation by ASASP that an action of the Board is a violation of ASASP rights as enumerated in Article II.
2. **Grievant:** The individual filing the grievance.
3. **Days:** The term days as used in this grievance procedure shall mean days other than Saturday, Sunday or School Holidays.

B. Purpose

The goal of a grievance procedure is to secure at the lowest possible level an equitable solution to the grievance. Both parties agree that the grievance proceedings shall be kept confidential at each level of the procedure.

C. Procedure

A person electing to use the grievance procedure is admonished to follow the steps outlined below specifically. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be regarded as a maximum, and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement between the ASASP and the Administration.

Step One: A unit member who believes that an action affecting them is a violation of the Negotiated Agreement should discuss it with their immediate supervisor within ten (10) days of the alleged violation. If requested by the grievant, an ASASP representative may be present when the grievant discusses the grievance with their immediate supervisor.

Step Two: In the event the grievant is not satisfied with the outcome of the Step One discussion, the grievant may file the grievance in writing with ASASP within five (5) work days of the Step One discussion. Within fifteen (15) work days of the discussion at Step One, ASASP may forward the grievance to the immediate supervisor. If the grievance is referred within the time limits, the supervisor shall have ten (10) work days to respond to the grievant.

Step Three: If the grievant is not satisfied with the disposition in Step Two, the grievant may again file the grievance with ASASP within five (5) work days of the decision at Step Two. Within fifteen (15) work days of the decision at Step Two, ASASP may forward

the grievance to the Chief Human Resources Officer, who shall have ten (10) work days to respond to the grievance.

Step Four: The decision at Step Three shall finally determine the matter unless ASASP, within fifteen (15) work days of the decision at Step Three, advises the Chief Human Resources Officer of its decision to proceed to arbitration. ASASP shall submit a demand for arbitration to the American Arbitration Association with a copy sent to the Chief Human Resources Officer. The request shall state in reasonable detail the nature of the dispute and the remedy requested. The parties shall then be bound by the rule and procedures of the American Arbitration Association governing labor arbitrations. ASASP shall represent the grievant at the arbitration level.

The parties understand and agree that only grievances as defined in Section 3.01 herein are subject to arbitration under this Agreement. The arbitrator's decision shall be final and binding on both parties. However, the Board may decline to implement an award which in good faith it believes violates federal law, state law, State Board of Education Bylaws having the force and effect of law, or controlling Board policies, rules and regulations. Such policies, rules and regulations must have been brought to the attention of the arbitrator in order to be the basis of the Board's declination to implement an award. Such a declination shall be subject to judicial challenge.

D. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record.
2. Cost for the arbitration will be shared equally by the Board and ASASP.
3. Both parties shall be permitted to present evidence and witnesses and to cross-examine all witnesses whenever an arbitration hearing is held.
4. All documents, written communications, notes of oral communications, and records dealing with the processing of a grievance will be kept in a separate file and will not be kept in the official personnel file of any of the participants.
5. All decisions rendered at all levels of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to the Association.
6. Meetings and hearings scheduled during the grievant's(s') working hours shall be counted as time worked. School employee witnesses called by either party shall likewise lose no pay.

7. No reprisals of any kind shall be taken against the unit member(s) involved in the grievance procedure.
8. A grievance shall be automatically waived and shall not be subject to further discussion or appeal if the grievant does not process it within any of the stated time limits. If the administration fails to respond to a grievance within the stated number of days, a grievance may be elevated to the next step of the process. Such time limits may be extended only by mutual agreement between the parties.

3.02 WORK DAY, WORK WEEK, WORK YEAR, WORKING CONDITIONS

- A. All unit members employed on an eleven (11) month basis may be scheduled to work 210 days of the fiscal year between July 1 and June 30.
- B. Unit members who are employed for twelve (12) months will be scheduled to work all days that the central offices of the school system are open.
- C. It is understood and agreed that because of the nature of the unit positions, bargaining unit employees have responsibilities that extend beyond the work day and work week.
- D. All unit members shall have a duty-free lunch period of 30 minutes. This lunch period will be scheduled by the member's supervisor to accommodate normal duty responsibilities.
- E. The Board will continue to make every effort to ensure that well-maintained and appropriate offices and office areas are provided.

3.03 PROMOTIONS AND VOLUNTARY TRANSFERS

- A. All vacancy announcements will be advertised on the Prince George's County Public Schools website. Unit members interested in a promotion should submit a resume and letter of interest by the deadline that is stated on the position announcement. Resumes will be kept on file for one school year, so unit members will only need to file a letter of intent for other posted promotional positions.
- B. Unit members interested in being considered for a transfer should submit a written letter specifying the work location of interest to the Human Resources Division. Written transfer requests may be considered between January 1 and June 30 of the current fiscal year. A transfer list will be developed and the Deputy Superintendent/Designee and the Chief Human Resources Officer/Designee will review all transfer requests against available positions within the school system. The supervisor of the receiving work location would be involved in the review and selection process for any vacant position that falls in this category. Final decisions would be confirmed by the Director of Human Resources.
- C. All voluntary transfers or promotions will be confirmed in writing by the Deputy Superintendent or Chief Human Resources Officer. The letter will include the effective date of the voluntary transfer or promotion.
- D. Unit members interested in a promotion should make application as required by position announcement. Application materials will be kept on file for one year, so unit members will only need to file a letter of intent for other posted promotional positions.
- E. Unit members interested in being considered for a transfer should complete the transfer form and forward it to the Human Resources Office. Transfer request forms will be considered current for the remainder of a fiscal year except those submitted between March 1 and June 30 of one fiscal year will also be considered for the next fiscal year.

- F. An applicant for promotion who has not been selected may request and be granted a conference with the Superintendent's designee to discuss the circumstances of his/her non-selection.
- G. The Human Resources Department shall publicize necessary qualifications and terms of experience and education for each job classification in the bargaining unit. Unit members will be given priority consideration for vacancies in the bargaining unit at Grade 24 and above.
- H. ASASP may request on a bi-weekly basis from the Chief Human Resources Officer identification of any known anticipated Unit III vacancy which will be staffed by voluntary transfer, promotion or new appointment. ASASP will be notified within ten (10) school days when vacancies are filled administratively and non-competitively.
- I. A unit member temporarily filling a vacancy at a higher grade by written appointment of the Superintendent for more than ten (10) consecutive work days shall be named "acting" and receive prorated compensation and leave for that position retroactive to the first day of the assignment. Any Unit III member appointed by the Board to a position in an acting capacity may hold the title "acting" for no longer than 180 work days, after which the member shall be given a regular appointment to the position if the member is qualified.
- J. In the event the Maryland State Department of Education mandates that services are to be provided by an outside contractor and as a result, the Board does not have sufficient vacancies to transfer any adversely affected employee, the provisions for involuntary Transfer and Reduction-in-Force will apply.

3.04 INVOLUNTARY TRANSFERS

- A. When an involuntary transfer of a unit member is deemed necessary, the affected unit member may request and shall be granted a conference with the Superintendent or designee for reviewing the reason(s) for the transfer and to advise the Superintendent/ designee his/her preferences concerning reassignment.
- B. The unit member who is involuntarily transferred for other than performance and/or disciplinary reasons to a lower position on the salary scale shall have their current salary "red-circled" for a three (3) year period. Should the salary of the lower position increase above the "red-circled" employee's salary during the three (3) year period, the employee will receive the appropriate salary increase and placement on the salary scale.
- C. A unit member who is involuntarily transferred to a lower position on the salary scale due to performance shall be paid, effective the date of the transfer, at the annual salary of the lower position. However, if the member files an appeal of the transfer within the state mandated timeframe, such unit member shall have his/her salary red-circled (i.e., have their current salary frozen, and would not receive any wage increase at the former grade), until the appeal is decided by the Board of Education of Prince George's County, for a maximum period of ninety (90) days from the date any such appeal is received. Any extension of the 90-day period must be approved by the Board of Education, at its sole discretion. A unit member involuntarily transferred to a lower position on the salary scale during the school year shall have his/her salary continued for the remainder of the school year per State law.
- D. Unit members shall be given an opportunity to discuss their assignments with the appropriate supervisor.
- E. Unit member who is involuntarily transferred from one position in the Unit to another, immediately, or soon after an internal

investigation or as a result of a discipline conference with his/her immediate supervisor, must be given written reasons for such transfer within five (5) working days.

- F. No grievance of this article may proceed to arbitration under the grievance procedure except where the grievance alleges discrimination or alleges the transfer decision was made arbitrarily or capriciously in violation of controlling Board policies, rules or regulations.
- G. If an alleged violation of this section proceeds to arbitration, the non-prevailing party shall be responsible for the full cost of the arbitration.
- H. When it is necessary to transfer or reassign a unit member outside Unit III, for reasons other than performance or discipline, that unit member will be given priority consideration for all vacancies in Unit III for which he/she is qualified.
- I. Except in emergencies, at least two (2) weeks before a proposed transfer is to take place, the Superintendent shall notify the Unit member of the proposed transfer, and shall meet with the Unit member and a representative of ASASP, if requested by the Unit member, to discuss the reasons for the transfer.
- J. The Chief Human Resources Officer shall provide the Union and each work location with a list of vacancies in Unit III so that Unit members may timely apply for the same.
- K. Staff reductions may need to be effected from time to time in order that the Board of Education may conform to such guidelines or criteria of employment as the approved Board of Education staffing and Student Allocation formulas and/or as required by appropriate State and/or Federal authorities. When this occurs, a request for volunteers for the impacted position may be considered before the involuntary transfer provision outlined in Section 3.04 is applied.

3.05 EVALUATION

- A. This article covers all annual evaluations.
- B. The personnel evaluation form applicable to each position for a given year shall be made available to Unit III members no later than October 1 or within 30 days of assignment. All performance objectives or job targets will be recorded in writing no later than October 1 or within 30 days of assignment.
- C. When an individual's job performance is deemed less than satisfactory, the evaluator shall promptly advise the individual of such circumstances by conference and/or written notification. Where the circumstances so warrant, the individual shall be given a reasonable amount of time to correct deficiencies.
- D. Unless there are extenuating circumstances employees will have at least 45 work days to correct an interim unsatisfactory evaluation or an interim, which shows need for improvement.
- E. In the event that a unit member is rated less than satisfactory on his/her evaluation, the annual evaluation form must be completed by June 15. All other annual evaluations are to be completed by June 30th.
- F. Unit members have the entitlement to review any negative written material used in their evaluation, and will receive a copy of said material.
- G. Unit members may submit written rebuttals to any adverse material as noted in Section C. above, or to the annual evaluation per se and said rebuttal will be attached to the adverse material or evaluation.
- H. Unit members will be advised of complaints against them or adverse information concerning them and will be given an opportunity to address such complaints or adverse informa-

tion when appropriate. Such information or complaints shall not be used in employee evaluations absent investigation and confirmation of the information by the supervisor.

- I. Whenever a formal complaint is lodged against a unit member by a student, parent or any other member of the public, the appropriate school system official shall notify the member of the complaint, the complainant and the charge(s) in writing with 10 days of receipt of the written complaint. The unit member shall be provided the name of the complainant, except where prohibited by law or established Board policy.
- J. Where a unit member is requested to respond to a complaint, wither written or verbal, the unit member shall be provided the identity of the complainant except where prohibited by law or established Board policy and the nature of the complaint. If such notice is not provided within fifteen (15) days of the date of the request, the complaint shall be dismissed.
- K. An ad hoc joint committee of three (3) designees of the Superintendent and three (3) designees of ASASP shall review the evaluation process of unit members, and submit a summary of recommendations to the Superintendent during FY02.
- L. Future revisions of personnel evaluation forms shall be undertaken after the solicitation of suggestions from Unit III representatives as designated for such purpose by ASASP.
- M. The Superintendent and/or his designee shall inform ASASP within 30 days after receipt of any permanent changes in State and/or local certifications for its members.

3.06 RESIGNATION/SEPARATIONS

Except for wages which shall be paid in accordance with Section 3-505 of the Annotated Code of Maryland, Labor and Employment Volume, when an employee separates from the school system, the individual will, within thirty (30) work days of the official notification being received in the Human Resources Division, receive a letter which outlines the obligations, if any, which must be satisfied prior to the issuance of a "final check" from the payroll office.

3.07 POSITIONS DESCRIPTIONS

- A. Upon request, the appropriate position description will be given to each unit member within 30 days after appointment.
- B. Unit members and ASASP shall be notified of any job related changes in the official position descriptions of Unit Members.

3.08 EMPLOYEE CLAIMS

A unit member shall be entitled to be reimbursed in the sum of no more than \$500. per occurrence for proven destruction of clothing and/or accessories; no more than \$500. per occurrence for watches; and no more than \$500. per occurrence for eyeglasses if caused by an act taken in the performance of duties.

3.09 MILEAGE REIMBURSEMENT

- A. Unit members using personal vehicles to conduct authorized school business shall receive mileage compensation at the rate established by the Federal Government for the metropolitan area. Such rate changes as are effected during the fiscal year shall be implemented at the beginning of the month immediately following the rate change.
- B. Detailed records must be kept and submitted on the form prescribed by Board.
- C. Unit members authorized on any duty day to report to a duty station other than the location to which the unit member is regularly assigned will be reimbursed by the Board for all

authorized mileage driven on such day minus two (2) times the distance between the unit member's home and location of regular assignment.

3.10 BUSINESS EXPENSES

Unit members will be reimbursed for authorized business expenditures incurred in the performance of duties. The unit member shall provide receipts in accordance with procedures.

3.11 DISCIPLINE/DISCHARGE

- A. Whenever a formal complaint is lodged against a unit member, the appropriate school system official shall notify the member of the complaint, the complainant and the charge(s) in writing within ten (10) days of receipt of the written complaint. The unit member shall be provided the name of the complainant, except where prohibited by law or established Board policy. If such notice is not provided within ten (10) working days of the request, the complaint shall be dismissed.
- B. A unit member, upon request, has the right to have Association representation at a meeting which is scheduled for the purpose of investigating whether the unit member has engaged in misconduct warranting discipline.
- C. Unit members placed on leave while under investigation will continue to receive full pay and benefits until such time that the Superintendent of Schools or designee determines the final recommendation regarding discipline.
- D. No unit member shall be disciplined without cause. For purposes of this section, "cause" shall be defined as that event or action taken by a unit member which constitutes a violation of educational policy or administrative procedure as previously prescribed by the Maryland State Board of Education, Board of Education of Prince George's County or its Superintendent of Schools; or the breach of any duty lawfully delegated unto a unit member or any action by a unit member which constitutes a basis for dismissal under law. Unless so explicitly advised by the Superintendent of Schools or his/her designee, a unit member's transfer from one position in the unit to another shall not be deemed to be a disciplinary action.
- E. For all disciplinary actions, the Unit member shall be given a written statement of the charges when the disciplinary action is taken.

3.12. LIABILITY PROTECTION

In any suit, claim or other type of action instituted against a unit member charging him/her with personal liability in relation to a matter bearing upon the duties and responsibilities assigned to him/her by the Board, such unit member shall be entitled to receive protection and/or coverage as conferred unto him/her through the provisions of MD. ANN. CODE, Educ. Art., Section 4-104(d), 4-105, 4-105.1, 6-109, and 6-112, which such protection and/or coverage the Board agrees to voluntarily maintain for the benefit of the unit member for the duration of this Agreement, should the General Assembly of Maryland repeal any of the aforementioned provisions.

3.13. REDUCTION IN FORCE

- A. Definition
Reduction in Force (RIF): The involuntary removal of a Unit member from Unit III based upon budgetary consideration, reorganization, or a decrease of the number of authorized positions within a given job classification.
- B. Procedure
When a RIF is necessary, the Superintendent will, to the extent

feasible, reassign the Unit member to a lower ranking position within the Unit. Absent the availability of another position such Unit member may be terminated from employment.

In making determinations on individuals to be RIFFED, the Superintendent will take into consideration the total length of service since most recent date of hire in any position for which ASASP has been designated as the exclusive representative. Consideration of seniority shall not govern when a senior employee is RIFFED because of the senior employee's lack of demonstrated qualifications or job performance as measured by evaluations, observations, or any other substantiated documentation of such Unit member's performance.

C. Recall

1. A unit member who remains as an employee evaluated as "satisfactory" or higher at the time the Unit member's last evaluation but is reassigned to a lower graded position because of a RIF shall, for a period of eighteen (18) months, be offered a job within Unit III once a vacancy exists for which the Unit member qualifies.
2. Any Unit member who is terminated from employment as a result of a RIF:
 - a. shall for a period of eighteen (18) months be given priority consideration for reemployment in the Unit to vacancies for which he/she qualifies.
 - b. may, consistent with COBRA regulations then in effect, elect to continue membership in any Health-Care plan(s) in which the Unit member was enrolled prior to the RIF.
 - c. who is desirous of being considered for reemployment, shall bear the obligation of keeping his/her current mailing address on file with the Division of Human Resources.
3. The Board shall bear no further obligation to a terminated Unit member who rejects an offer of reemployment for a position with the Board, for which he/she is qualified, despite the fact that such an offer of reemployment was made prior to the cessation of the eighteen (18) month period referenced in Sub-section 1, of this Section C above. A Unit member accepting reemployment to a position not equivalent to one held immediately prior to the RIF, shall retain recall rights for a period not to exceed eighteen (18) months from the date of the RIF.

D. Authority

The Board of Education explicitly retains the authority to reduce the work force as appropriate.

E. Notice of Consultation

Prior to the implementation of a RIF resulting in the termination of Unit members, the Superintendent will, to the extent feasible, meet and confer with representatives of ASASP to discuss and explore other alternatives and options which may be appropriate and which may reduce or eliminate the need for such terminations.

3.14 PERSONNEL FILES

Unit members and their designated representatives with written authorization from the unit member have the right to review their official personnel files upon reasonable notice and appointment with Human Resources. Unfavorable material about a unit member shall not be placed in his/her personnel file without the unit member being offered the opportunity to submit a response that shall be placed in the file.

3.15 TUITION REIMBURSEMENT

Tuition reimbursement will be provided within available funding, at the rate of up to \$411.00 per credit hour, for job related coursework that will enhance the skills and performance of the unit employee. Prior approval of the course must be granted by the Superintendent and/or designee. Reimbursements will be disbursed on a first come first served basis.

3.16 PROFESSIONAL DEVELOPMENT

During the duration of this agreement, each member may have the opportunity to attend one system paid professional development opportunity subject to the approval of the Deputy Superintendent and available funding. Administrators may be requested to present information from professional development conferences at system staff development meetings.

ARTICLE IV—LEAVE

4.01 LEAVE PROCEDURE

- A. Unit members shall not be placed on leave without pay status by the leave granting authority without prior written notice and justification.
- B. No leave will be taken in advance of actual accrual without written request from the member.

4.02 ANNUAL LEAVE

- A. Personnel who were employed on a twelve-month contract prior to July 1, 1984, shall be granted twenty-five (25) days annual leave. Personnel employed in twelve-month positions on or after July 1, 1984, shall be granted annual leave in accordance with the following:

During the first three (3) years of service = 20 days
Over three (3) years, less than fifteen (15) years = 25 days
Fifteen (15) years service and over = 30 days

This leave may be taken only with the approval of the appropriate leave granting authority.

- B. No more than a total of twenty-five (25) days may be accumulated. No more than forty (40) days may be taken in any one fiscal year. Annual leave may be accumulated above the normal limit of twenty-five (25) days for the express purpose of using the excess accumulation for summer school attendance or to supplement salary paid while on sabbatical leave and the prohibition of taking more than forty (40) days in a single fiscal year may be waived consistent with applicable Administrative Procedures and provisions of this section B.
- C. A maximum of fifteen (15) days unused accumulated annual leave in excess of the twenty-five (25) days maximum accumulation permitted may be transferred to accumulated sick leave at the end of any one fiscal year.

4.03 COURT APPEARANCE AND JURY DUTY

- 1. A unit member shall be entitled to paid leave on any regularly scheduled duty day, if subpoenaed as a witness in a court or administrative proceeding where the subpoenaed employee is expected to testify on a matter pertaining to the employee's duties or responsibilities as an employee of the Board.
- 2. Any witness fees received for a court appearance must be endorsed over to the Board and forwarded to the Payroll Office.
- 3. When a unit member is drawn for jury duty, the employee shall receive full pay provided a written statement is furnished showing time served and expenses received from the Court.
- 4. If a unit member appears as a witness for the Board with or without a subpoena, no deduction shall be made from salary. If the unit member appears as a witness on a matter pertaining to the employee's duties or responsibilities on a day(s) the member is not scheduled to work, the unit member will be compensated for the additional day(s).

4.04 BEREAVEMENT LEAVE

- A. On the death of a child, step child, parent, step parent, parent-in-law, grand-parent, **grandparent of spouse**, legal guardian, grandchild, brother, sister, husband, wife, son-in-law, daughter-in-law, **brother-in-law, sister-in-law, qualified domestic partner**, or anyone who has recently lived regularly in the household of the employee, such employee shall be allowed four (4) work days of absence from work without loss of salary. One of the four (4) days must be the day of the funeral or interment. **On the death of an aunt, uncle, niece, or nephew, employees shall be allowed two work days of absence from work without loss of salary.**
- B. The employee may be required to submit to the immediate supervisor a written statement specifying the date of the funeral.
- C. Any exceptions to the above may be made by applying to the **Chief Human Resources Officer** whose decision shall be final.

4.05 PERSONAL LEAVE

- A. Unit employees employed on other than a twelve-month basis may be absent from duty without loss of pay up to **seven (7) days**, during any fiscal year. **Two (2) days of unused personal leave may be carried over from year to year and may accrue up to a maximum of eight (8) days.**
- B. A written record of intended absence shall be submitted on the appropriate form to the immediate supervisor at least one (1) day prior to the intended absence. No specific reason for such personal leave shall be required or solicited except as noted in item 2 and item 5 below. In case of an emergency, the appropriate official shall be notified prior to the beginning of the duty day of intended absence.
- C. **Rules regarding personal leave are as follows:**
 - 1. Notification of intended use of personal leave shall be made in writing.
 - 2. Leave immediately before or after a holiday, emergency make-up, vacation or staff development days may be requested for reason and must have final approval from the **Chief Human Resources Officer**. Such leave request must be received by the Office of the **Chief Human Resources Officer** at least two weeks in advance.
 - 3. No personal leave will be granted during the last five (5) days of any school term except as may be approved in writing from the **Chief Human Resources Officer**. Considerations for approval will be confined to those applications wherein this time is essential for summer school attendance as certified by the registrar of any regularly recognized college or university.
 - 4. Personal leave shall not be cumulative.

5. Unused personal leave will be transferred to accumulated sick leave at the beginning of the year.

4.06 SICK LEAVE

Sick leave, with pay, shall be provided for unit members as hereafter stated:

1. See chart on Pg 8. Sick leave may be taken in advance of actual accrual.
2. Unused sick leave earned and credited to an employee prior to July 1, 1993, plus any and all unused sick leave earned after that date may be accumulated from year to year without limit.
3. With the exception of absences due to employee's hospitalization, a certificate of evidence for the necessity of loss of time shall be required, if in the opinion of the immediate supervisor or the Superintendent's designee the employee may be abusing sick leave privileges. The Board approved "Medical Disability Statement" will be required for absences exceeding ten (10) consecutive work days.
4. Use of Sick Leave
 - a. Sick leave shall be allowed in case of actual sickness or disability of the employee, necessary appointments with a physician or dentist or confinement to home because of quarantine.
 - b. Sickness in family.

A member of the Unit with one or more years of service in Prince George's County who does not earn annual leave may use **up to the maximum of their annual allotment of sick leave for immediate family illnesses.**
5. Holidays to which an individual is entitled which occur during sick leave shall not be charged against such leave.
6. **Previously accumulated sick leave days will be restored to all administrators (except rehired retirees) who return to Prince George's County within one year of their separation from employment; less any sick leave that may have been paid out upon separation of employment.**
7. **No leave will be charged in advance of accrual without written request of the member.**

4.07 ASSAULT LEAVE

In cases of assault of a unit member while in the scope of Board employment, the provisions of Section 6-111, Assault Leave, of the Education Article, Annotated Code of Maryland, as amended, shall apply.

4.08 DISABILITY LEAVE

A unit member who is temporarily disabled as a result of an on-the-job injury qualifying that person for Workmen's Compensation benefits is eligible for Disability Leave for up to ninety (90) working days for one incident. While on approved Disability Leave, the member receives his full wages in lieu of any Commission.

4.09 DISPOSITION OF UNUSED LEAVE

Upon retirement from Prince George's County Public Schools, unit employees shall receive payment for three-tenths of their unused sick leave, not to exceed full pay for a maximum of **94** days for eleven month employees and **100** days for twelve month employees or for **30** days of accumulated annual leave, whichever is greater. A person retiring on disability would be eligible for such payment after 5 years of service in Prince George's County Public Schools. An individual would be eligible to receive such reimbursement only once. This payment shall be based upon the salary of the final year of employment.

For employees hired into Unit III prior to July 1, 2001, upon resignation after 12 years of service in Prince George's County Public Schools, unit employees shall receive payment for three-tenths of their unused sick leave not to exceed full pay for up to **76** days for eleven month employees and **82** days for twelve month employees, or **30** days of accumulated annual leave, **whichever** is greater. An individual would be eligible to receive such reimbursement once. This payment shall be based upon the salary of the final year of employment.

Upon the death of a unit member who is actively employed with the Board at the time of his/her death, and who has been employed with the Board for more than six (6) months, all earned annual leave remaining unused or up to three-tenths of the unused sick leave, not to exceed full pay for up to **a maximum of 76** days for eleven-month employees and **82** days for twelve-month employees which ever is greater, will be paid to the estate of the deceased.

4.10 UNIT MEMBERS' SICK LEAVE BANK

The Board agrees to continue a Sick Leave Bank to be available on a voluntary basis to all unit members, the rules and regulations governing the bank to be agreed upon jointly by the Board and the Association.

4.11 AUTHORIZED LEAVES WITHOUT PAY

- A. The benefits accrued from a leave of absence without pay shall be as follows:
 1. Retention of current step and retention of current time in grade on the salary scale.
 2. The option of paying 100% of health insurance plans.
 3. The option of paying 100% life insurance.
 4. Retention of all accumulated annual and sick leave unless annual leave is utilized in accordance with D below.
 5. Assignment to a similar or otherwise appropriate position to the one vacated at the beginning of leave. Reinstatement will be based upon the availability of such a position. However, if the Superintendent determines that a given vacant position is not an appropriate assignment for the person returning from the leave, the person shall then be assigned to a position or responsibilities similar to the position they had previously held at the same level of compensation due them as though they had returned to the same position they occupied at the start of their leave of absence. Such temporary assignment will only continue until there is an appropriate vacancy of the same title and compensation as the person had been assigned to prior to going on leave of absence. In usual circumstances the temporary assignment would not extend beyond one year.
- B. Any **tenured** unit member on tenure covered by this Agreement may, upon written request to the **Superintendent**, be granted an unpaid leave not to exceed one (1) year for the following reasons: prolonged illness; maternity; needed rest; necessity in the home; professional improvement or for any other activity which, in the opinion of the Superintendent, redounds to the future benefit of the Prince George's County School System. An employee must notify the Board in writing by May 1 of the employee's desire to return for the following school year. Except for prolonged illness, needed rest or necessity in the home, the request for leave must be submitted by June 1 of the school year immediately preceding the year during which the leave is sought.
- C. Upon returning from an authorized leave without pay, a minimum of two (2) years of reactivated service is required before the employee would be eligible to apply for another leave without pay. The minimum service requirements would not apply to an individual applying for a leave without pay for prolonged per-

sonal illness.

- D. A unit member may request to utilize earned annual or personal leave, if applicable, in conjunction with an approved leave of absence without pay provided that this utilization does not exceed the period of absence.

4.12 PREGNANCY, MATERNITY LEAVE

1. Pregnancy Leave

Pregnancy leave shall be defined as that leave given to an employee during that period of continuing temporary disability causing such employee to be unable to perform her duties for reason of childbirth, false pregnancy, termination of pregnancy and recovery therefrom. For purposes of pregnancy leave, all employees shall be entitled to a maximum of thirty (30) consecutive duty days, during the school year, commencing with the date that said employee's physician certifies existence of temporary disability having been occasioned from the pregnancy and the need of the employee to be absent from work. During the period of such pregnancy leave, the employee may avail herself of any accumulated sick leave days or accumulated annual leave days to which she is entitled.

Upon the conclusion of said thirty (30) consecutive duty day period as aforesaid, or earlier, in either of which occurrences the employee's physician is to certify that the employee is able to return to her regular assignment and except for those qualified employees entering upon maternity leave, the employee shall be reinstated to the same position she held when the leave began.

In all cases of disability related to pregnancy where the employee is unable to return to work upon the conclusion of the maximum thirty (30) consecutive duty day period of pregnancy leave, the employee, if not qualified to receive the benefits of a paid leave through utilization of accrued/unused sick leave, participation in the Sick Leave Bank or maternity leave, the provision for which is detailed in paragraph 2 immediately hereafter, shall, nevertheless, be entitled to apply for and receive a status of authorized leave without pay and be entitled to the same rights, including reinstatement, as are set forth in Section 4.07 of this Agreement, provided that said employee furnishes the **Chief Human Resources Officer**, at the time of such application and every four (4) weeks thereafter, with certification from her physician confirming said employee's inability to return to her regular employment and specifying the nature of the disability having resulted from the pregnancy. The employee must furnish the Division of Human Resources with a doctor's certification attesting to the termination of the disability and affirming that the employee is physically able to return to regular employment within ten (10) days after the cessation of the disability in order to maintain her rights under Section 4.07.

2. Maternity Leave

An employee may, upon the expiration of pregnancy leave, apply for and receive a maternity leave for a period, which when computed with pregnancy leave or sick leave taken on account of pregnancy, shall not exceed a total of twelve (12) months. There shall be no entitlement to any employee on maternity leave to receive paid sick leave benefits during that period of time. Any annual leave previously earned and accumulated to the credit of an employee may be taken during the period said employee is on maternity leave to the full amount of annual leave days earned and accumulated.

In order for an employee to be entitled to maternity leave, said employee shall be required to inform her appropriate supervisor within thirty (30) days of the approximate date of the commencement of the requested leave. When that date has been established,

the Division of Human Resources shall certify the leave.

The employee shall write to the Division of Human Resources thirty (30) days prior to the time she wishes to return from maternity leave or the expiration of the maternity leave.

4.13 CHILD CARE/ADOPTION LEAVE

Any unit member who will become an adoptive parent or who wishes leave for the purpose of caring for his/her child may be granted an unpaid leave not to exceed twelve (12) months, commencing with the time the adoption agency requires the employee to cease active duty or the day of the adoption whichever shall first occur. Any annual leave previously earned and accumulated to the credit of an employee may be taken during the period said employee is on adoption leave to the full amount of annual leave days earned and accumulated.

In order for an employee to be entitled to adoption leave, said employee shall be required to inform the appropriate supervisor as soon as the employee has definite knowledge of the date of the anticipated adoption. Said employee and/or the supervisor shall jointly determine the approximate date of the commencement of this leave. When that date has been established Human Resources shall certify the leave.

The employee shall write to Human Resources thirty (30) days prior to the time they wish to return from adoption leave.

Any exception to the above stated policies and rules made hereunder shall be at the discretion of the **Chief Human Resources Officer**.

4.14 SABBATICAL LEAVE

- A. Sabbatical leave for academic study/professional improvement leave may be granted to a unit member upon approval of the Superintendent for work, research or other purposes that will increase the unit member's competence or further professional growth and will contribute to the improvement of the school system.
- B. An outline of a planned program must be submitted with the application for leave, including what the unit member intends to accomplish during the period of leave, how the leave would enhance the unit member's performance/career and benefit the school system, and a plan for monitoring progress during the term of the leave. In addition, the unit member must obtain the approval of the Superintendent or his/her designee who will monitor the plan, review progress reports submitted by the unit member, and approve the documented completion of the approved program.
 - 1. Standard – The number of unit members that may be granted sabbatical leave in any year will be at the discretion of the Superintendent of Schools.
 - 2. Eligibility – A unit member becomes eligible for sabbatical leave, for a minimum of a full semester, up to one full year after they have served in the Prince George's County Public Schools at least seven consecutive years uninterrupted by any other leave of a semester duration or more except, for sick, child care, military or exchange leave. Eligibility is reestablished seven years after the first sabbatical leave is completed. Where required, the unit member shall hold an appropriate professional certificate valid at the time leave is granted.
 - 3. Salary Allowance – A unit member granted sabbatical leave shall receive 50% of his/her salary of the year leave is granted. Deductions to maintain membership in retirement system, professional organizations and appropriate deductions for retirement, taxes, social security, insurance premiums or other mandatory deduction will be maintained.

Should the unit member be employed or receive extra monies through any type of compensation or grant during the period of sabbatical leave, the total of the remuneration by the Board and the regular salary the unit member receives from the company or institution shall not exceed the annual salary the unit member would have received had he/she remained in his/her paid position. In cases where the combined monies exceed the regular salary, the sabbatical leave salary shall be reduced accordingly.

4. Benefits

- a. A unit member on sabbatical leave shall for all purposes be viewed as a full-time employee. The unit member's rights and privileges, length of service, and the right to receive salary increments as provided by the policies of the Board or this contract will be the same as if the unit member had remained in the position from which he/she took leave. However, annual or sick leave may not be used or earned while on sabbatical leave.
 - b. During the period of sabbatical leave, the unit member's contributions to his/her retirement shall continue.
 - c. The unit member shall retain membership in the benefit plans for which they are eligible and for which deduction shall be made for the period of leave, and the Board shall continue to make its contributions thereto.
5. Contractual agreement – A unit member accepting sabbatical leave shall enter into a separate, written contract whereby he/she agrees to return to service in the Prince George's County Public Schools for a two-year period immediately following the leave of absence. If the unit member fails to return and remain for the specified time, he/shall shall refund any monies paid to him/her or on his/her behalf by the Board, along with interest at the rate of 6% per annum, prorated to account for any time served out of the two-year period.
6. Change of status due to inability to complete program – If the unit member cannot complete the planned program for which sabbatical leave was granted, it is his/her responsibility to notify the Superintendent. The leave may then be rescinded by the Superintendent and the unit member placed on the appropriate employment status. Salary allowances and benefits shall be adjusted accordingly, and the unit member must repay any monies paid to him/her or on his/her behalf for which he/she may be liable as a result of the change in leave status.

4.15 FAMILY MEDICAL LEAVE ACT (FMLA)

- A. As of February 5, 1994, the FMLA became effective for all eligible employees of the Board of Education of Prince George's County. The Act provides for twelve (12) work weeks of unpaid leave during a twelve (12) month period for the following circumstances:
 1. A new child (either by birth or by placement with the employee for adoption or foster care);
 2. To care for the employee's spouse, child, or parent with a serious health condition;
 3. A serious health condition of any employee that renders the employee unable to perform functions of his/her position.
- B. The rules as to employee eligibility and the rules pertaining to the use of the FMLA are contained in Bulletin S-15-03 issued by the CEO of the Prince George's County Public Schools on August 7, 2002, and can be reviewed either at the Human Resources Office at the Board of Education or at the Union office.

4.16 MILITARY LEAVE

- A. A full-time employee who is a member of the National Guard or the Reserve Components of the Armed Forces of the United States is entitled to military leave. Currently, there are four major types of military leave:
 1. 15 calendar days per fiscal year for active duty, active duty training, and inactive duty training.
 2. 22 workdays per calendar year for emergency duty as ordered by the President or a State Governor.
 3. 44 workdays per calendar year for members of a reserve component and the National Guard for certain types of duty ordered by the President.
 4. Unlimited military leave to members of a reserve component and the national guard for certain types of duty ordered by the President.
- B. A permanent classified employee who is a member of the National Guard or reserve component of the Armed Forces of the United States will be allowed military leave with full pay not to exceed the number of days indicated in A. above; such leave will be granted only during a period when the individual is required to be on duty in order to meet an active duty commitment.
- C. An employee included in the category above who is called to serve a longer period of time not during an emergency shall be entitled to a leave of absence without pay.

Those who are called to short-term duty under the authority of a State Governor or the Mayor of Washington, D.C., during an emergency, shall be entitled to leave of absence with full pay for such time while actually serving under such active duty orders in addition to the fifteen day period specified above.

- D. Where the person involved has the option of when to take training and unless it will jeopardize his or her reserve standing, he or she will take the fifteen (15) days at such time that it will not interfere with their assigned duties. Exceptions to the above will require a letter from that person's immediate military commanding officer and approval by the Chief Human Resources Officer.
- E. An employee who is drafted for military service may request leave without pay for the period of obligated service. Upon completion of military service, the employee will be entitled to be restored to the job formerly held or one of a similar class if available. However, restoration must be requested within ninety (90) days of receipt of the honorable discharge. In addition, the employee must be physically and mentally capable of performing the work required. When the obligated service is completed and the employee is returned to the former classification, that employee shall be entitled to all the annual salary increments for which eligible if employment had been continuous.
- F. Any change in federal, state, local law, regulation or procedure which provide greater military leave benefits shall, after consultation with ASASP, be made applicable to employees covered by this Agreement.

4.17 POLITICAL LEAVE

The Board may grant a leave of absence without pay to any administrator to campaign for public office or to campaign for a candidate for public office. Leave will be granted for a minimum of one (1) semester every two years.

4.06 Sick Leave

Charts

For eleven month unit members, the following chart applies:

<i>YEARS OF SERVICE</i>	<i>Sick Leave Days (12 Given Up Front)</i>	<i>Additional Earned Days (Available beginning of month shown below during the FY 7/1-6/30)</i>
Less than 11 Years	12 Days	
11 Years	13 Days	Dec.
12 Years	14 Days	Nov., Mar.
13 Years	15 Days	Oct., Jan., Apr.
14 Years	16 Days	Sept., Nov., Jan., Mar.
15 Years	17 Days	1 each month - Maximum of 5
25 Years or More	19 Days	

FOR TWELVE MONTH UNIT MEMBERS, THE FOLLOWING CHART APPLIES:

<i>YEARS OF SERVICE</i>	<i>Sick Leave Days (13 Given Up Front)</i>	<i>Additional Earned Days (Available beginning of month shown below during the FY 7/1-6/30)</i>
Less than 11 Years	13 Days	
11 Years	14 Days	Dec.
12 Years	15 Days	Nov., Mar.
13 Years	16 Days	Oct., Jan., Apr.
14 Years	17 Days	Sept., Nov., Jan., Mar.
15 Years	18 Days	1 each month - Maximum of 5
25 Years or More	20 Days	

ARTICLE V—INSURANCE

5.01 INSURANCE STUDY

The Board agrees to establish an Insurance Committee to consist of representatives of the Superintendent and labor organizations designated as the exclusive representatives for segments of Board employees. The purpose of such an Insurance Committee shall be to review information and confer on issues as may arise, from time to time, in the implementation of the various Board insurance programs, and to recommend possible changes in their implementation.

5.02 PRETAX PAYMENT OF PREMIUMS AND OPTION OF SALARY REDUCTION PLAN

- A. A unit member's share of premium payments for coverage referenced in Sections 5.03, 5.04, 5.05, 5.06, and 5.07 below will be paid with pretax dollars consistent with applicable laws and IRS regulations.
- B. The Board will make available at the unit member's option salary reduction agreements to cover the cost of qualified medical and child care expenses with pretax wages consistent with applicable law.

5.03 MEDICAL CARE PROGRAM

- A. The Board of Education shall provide a Medical Care Program for eligible employees and their eligible dependents.
- B. The Board shall pay 75% for the first eight (8) years of employment and 80% thereafter of the cost of the premiums for the Medical Care Program.

5.04 HEALTH MAINTENANCE ORGANIZATIONS

- A. Employees enrolled in a participating Health Maintenance Organization (HMO) as of January 31, 1995 may, at their option, continue such coverage until such time as they voluntarily elect to discontinue participation in an HMO. The event that an HMO ceases to be available, an employee enrolled in that HMO may transfer to another HMO which as available during the 1994-95 policy year and continues to offer coverage.
- B. The Board agrees to pay a sum equal to the same dollar amount provided under Medical Care Program described in Section 5.03 for all unit members enrolled in a Board of Education qualified prepaid health maintenance organization.

5.05 DENTAL INSURANCE PROGRAM

- A. The Board of Education shall provide a Dental Insurance Program for eligible employees and their dependents.
- B. **Effective October 1, 2007**, the Board shall pay 75% for the first eight (8) years of employment and 80% thereafter of the cost of the premiums for the Dental Insurance Program.

5.06 OPTICAL CARE PROGRAM

- A. The Board of Education shall provide an optional Optical Care Program for eligible employees and their eligible dependents.
- B. The Board shall pay 75% for the first eight (8) years of employment and 80% thereafter of the cost of the premiums for the Optical Care Program.

5.07 PRESCRIPTION MEDICATION INSURANCE PROGRAM

- A. The Board shall provide an optional Prescription Medication Insurance Program for eligible employees and their eligible dependents.
- B. The Board shall pay 75% for the first eight (8) years of employment and 80% thereafter of the cost of the premiums for the Prescription Medication Insurance Program.

5.08 LIFE INSURANCE

All unit members will have free term life insurance. The amount of an individual's insurance will be two (2) times the annual salary rounded to the next highest \$1,000.

5.09 ELIGIBILITY FOR EMPLOYEE INSURANCE BENEFITS

- A. No employee shall be entitled to any of the insurance benefits described in Sections 5.03, 5.04, 5.05, 5.06, 5.07 and 5.08 hereabove unless such employee is on an annual salary, works at least fifteen (15) hours per week and is a member of the appropriate employee Retirement System.
- B. Any employee eligible for insurance benefits as hereabove set forth, but employed for less than a full-time basis shall receive as benefits only such prorated share of the Board's contribution toward insurance premiums, as such share shall be reflective of the percentage of full-time employment.

5.10 WELLNESS PROGRAM

A wellness program to be established for all school system employees for Fiscal Year 2006.

5.11 SUPPLEMENTAL PENSION PLAN

During the 2007-08 school year, the Board will review the feasibility of offering a supplemental defined contribution pension plan for all of its employees.

ARTICLE VI — SALARY

6.01 SALARY SCHEDULES

Salaries are according to the attached Salary Tables.

Increments for eligible employees effective on their respective anniversary dates.

Association of Supervisory and Administrative School Personnel
Unit III - Table 900
July 1, 2001 - June 30, 2003

FY-2002

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
23	36,180	37,537	38,944	40,404	41,919	43,492	45,122	46,815	48,570	50,391	52,281	54,241	56,275	58,386	60,575
24	37,989	39,414	40,892	42,425	44,016	45,666	47,379	49,156	50,998	52,911	54,895	56,954	59,090	61,306	63,605
25	39,889	41,385	42,936	44,546	46,217	47,949	49,747	51,613	53,549	55,557	57,640	59,801	62,043	64,370	66,784
26	41,884	43,454	45,084	46,775	48,530	50,350	52,237	54,196	56,229	58,337	60,524	62,793	65,148	67,591	70,125
27	43,977	45,627	47,338	49,113	50,955	52,865	54,848	56,905	59,039	61,253	63,550	65,933	68,405	70,971	73,632
28	46,176	47,908	49,704	51,567	53,501	55,507	57,588	59,747	61,987	64,312	66,723	69,226	71,821	74,515	77,309
29	48,484	50,302	52,188	54,146	56,176	58,283	60,469	62,736	65,088	67,529	70,062	72,689	75,415	78,242	81,176
30	50,909	52,818	54,800	56,855	58,987	61,199	63,494	65,875	68,345	70,907	73,566	76,326	79,188	82,157	85,237
31	53,454	55,458	57,538	59,696	61,935	64,257	66,667	69,167	71,761	74,453	77,245	80,141	83,147	86,265	89,500
32	56,126	58,231	60,415	62,680	65,030	67,469	69,999	72,624	75,348	78,174	81,105	84,146	87,302	90,576	93,972

FY-2003

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
23	37,627	39,038	40,502	42,020	43,596	45,232	46,927	48,688	50,513	52,407	54,372	56,411	58,526	60,721	62,998
24	39,509	40,991	42,528	44,122	45,777	47,493	49,274	51,122	53,038	55,027	57,091	59,232	61,454	63,758	66,149
25	41,485	43,040	44,653	46,328	48,066	49,867	51,737	53,678	55,691	57,779	59,946	62,193	64,525	66,945	69,455
26	43,559	45,192	46,887	48,646	50,471	52,364	54,326	56,364	58,478	60,670	62,945	65,305	67,754	70,295	72,930
27	45,736	47,452	49,232	51,078	52,993	54,980	57,042	59,181	61,401	63,703	66,092	68,570	71,141	73,810	76,577
28	48,023	49,824	51,692	53,630	55,641	57,727	59,892	62,137	64,466	66,884	69,392	71,995	74,694	77,496	80,401
29	50,423	52,314	54,276	56,312	58,423	60,614	62,888	65,245	67,692	70,230	72,864	75,597	78,432	81,372	84,423
30	52,945	54,931	56,992	59,129	61,346	63,647	66,034	68,510	71,079	73,743	76,509	79,379	82,356	85,443	88,646
31	55,592	57,676	59,840	62,084	64,412	66,827	69,334	71,934	74,631	77,431	80,335	83,347	86,473	89,716	93,080
32	58,371	60,560	62,832	65,187	67,631	70,168	72,799	75,529	78,362	81,301	84,349	87,512	90,794	94,199	97,731

ARTICLE VI—SALARY

6.01 SALARY SCHEDULES

- A. **An employee promoted to a position on a new salary grade** will be placed on the salary step in the new grade that would result in a salary that would be no less than the salary of a two (2) step increase on the scale in the previous position, but in no event shall such increase exceed the top step of the new salary grade.
- B. **Any member who is frozen on the highest step of their grade will receive additional pay of \$1,000 on July 1, 2007.**
- C. **Increments for eligible employees effective July 1, 2007.**
- D. **Salary tables improved as follows:
5% Salary improvement July 1, 2007**
- E. **A 1% one time lump sum payment to be paid in September 2007.**

6.02 ADVANCEMENT

Advancement on a given salary scale shall be contingent upon effective performance in all categories as denoted in annual personnel evaluations.

6.03 ACCELERATED ADVANCEMENT

The Superintendent may determine, following formal annual personnel evaluations, that evidence of outstanding and/or excellent performance in all categories may warrant advancing an individual on the appropriate scale to a level greater than the annual one-step advancement for effective performance. An individual may decline said advancement. The Board will notify ASASP when a unit member is offered an advancement greater than a one-step increase.

6.04 DOCTORATE

The annual salary of unit members holding an earned doctorate degree shall be increased as follows: 12 month employment \$3,000. and 11 month employment \$2,000.

6.05 NATIONAL CERTIFICATION

A unit member who has successfully completed and attained a Board-Approved national certification, for example, the National Board for the Professional Teaching Standards, shall receive a one-time lump sum payment of \$1,000 and a stipend of \$2,000 per year for each certification for each year the certification remains in good standing.

6.06 TOOL ALLOTMENT

All Unit III members who are required to purchase their own tools will be given a tool allotment consistent with that of those employees who they supervise in Local 2250.

6.07 DISCOUNT UNIFORM PROGRAM

Members will be offered the same discount uniform program as Local 2250, effective July 1, 2004.

Association of Supervisory and Administrative School Personnel

ASASP UNIT III – TABLE 900

July 1, 2007 - June 30, 2008

<u>POSITION</u>	<u>GRADE</u>	<u>STEP</u>	<u>SALARY</u>
Administrative Secretary III	24	1	47,144
Automotive Foreman I		2	48,912
Automotive Trainer		3	50,749
Before and After School Care Financial Analyst		4	52,649
Board Administrative Secretary		5	54,624
Budget Administrative Specialist		6	56,672
Budget Technician II		7	58,797
Buyer II		8	61,003
CADD Operator II		9	63,289
Communications Editor		10	65,664
Contract Specialist		11	68,126
Copier Specialist		12	70,679
Drug Education Specialist		13	73,331
ESOL Program Financial Analyst		14	76,080
Even Start Family Services Coordinator		15	78,933
Financial Analyst			
Grant Writer - Editor			
Grants Accountant I			
Grants Financial Analyst, Title One			
Graphic Design & Publications Editor			
Head Start Financial Analyst			
Internal Auditor I			
Legal Specialist			
Maintenance Equipment & Shop Facilities Technician			
Medicaid Program Technical Specialist			
Office Systems Specialist			
Program Coordinator			
Programmer Analyst I			
School Information Systems Specialist			
Systems Support Specialist			
Television Specialist			
Writer/Editor			

<u>POSITION</u>	<u>GRADE</u>	<u>STEP</u>	<u>SALARY</u>
Accountant I	25	1	49,503
Budget Analyst I		2	51,359
Maintenance Materials Manager		3	53,284
Purchasing Integration Manager		4	55,281
Stock Control Manager		5	57,355
Warehouse Manager		6	59,505

7	61,736
8	64,052
9	66,455
10	68,946
11	71,532
12	74,214
13	76,995
14	79,884
15	82,880

<u>POSITION</u>	<u>GRADE</u>	<u>STEP</u>	<u>SALARY</u>
Administrative Assistant/Office Manager	26	1	51,977
Administrative Secretary IV		2	53,927
Architectural and Construction Technician		3	55,949
Architectural Draftsman II		4	58,048
Automotive Foreman II		5	60,225
Building Maintenance Foreman II		6	62,484
Construction Observer		7	64,826
Cost Estimator		8	67,257
CTE Statistical & Research Analyst		9	69,780
D.P. Audit Controller		10	72,395
Desktop Engineer		11	75,110
Electronics Equipment Maintenance Foreman		12	77,926
Facilities Support Supervisor		13	80,849
Food & Nutrition Specialist		14	83,880
Food Services Field Specialist		15	87,026
Food Services Supervisor			
Food Services Training Specialist			
Grants Writer - Specialist			
Grounds Maintenance Foreman II			
Head Start Family Service Coordinator			
Head Start Mental Health/Health Coordinator			
Head Start Parent Involvement Coordinator			
Head Start Regional Services Coordinator			
Health Services Coordinator			
HVAC/Plumbing Maintenance Master Foreman			
Information Technology Coordinator			
Inventory Property Audit & Disposal Manager			
Magnet Schools Program Analyst			
Network Engineer LAN/WAN			
Oracle Applications Developer I			
Planning Data Analyst			
Production Specialist			
Project Design/Inspection Coordinator			
Records Room Technician			
Regional Technology Coordinator			
Scheduler			
School Social Worker			
Senior Buyer			

SIS Developer I
 Technical Resource Analyst
 Technology Trainer
 Telecommunications/Contract Specialist
 Television Production Editor
 Training Specialist
 Web Specialist
 Welcome Center Coordinator

<u>POSITION</u>	<u>GRADE</u>	<u>STEP</u>	<u>SALARY</u>
Accounting Analyst II	27	1	54,576
Background Investigation Specialist		2	56,623
CADD Operator III		5	63,235
Child & Adult Care Food Program Supervisor		6	65,606
Data Integration - Statistical Analyst		7	68,066
Electrical Maintenance Foreman II		8	70,620
Electrical Systems Engineer for Electronic Optical Paths-LAN		9	73,269
Health Services Manager		10	76,015
Print Shop Manager		11	78,867
Programmer Analyst II		12	81,822
Supervisor of Security Field Operations		13	84,890
Supervisor of Technical Services		14	88,075
System Administrator, Oracle		15	91,377

<u>POSITION</u>	<u>GRADE</u>	<u>STEP</u>	<u>SALARY</u>
Accountant II	28	1	57,305
Appeals Specialist		2	59,452
Architect		3	61,683
Assistant Supervisor of Garage Operations		4	63,995
Budget Analyst II		5	66,395
Business System Analyst		6	68,885
Cash Management Analyst II		7	71,467
Child Care Specialist		8	74,147
Civil and Structural Engineer		9	76,925
Communications Specialist		10	79,811
Comp Network System Engineer		11	82,804
Compliance Specialist II		12	85,910
Computer System Analyst I		13	89,130
Coordinator, Parent & Family Involvement		14	92,474
E Mail Services Administrator		15	95,940
Facilities Coordinator			
Graphic Design & Publication Specialist			
Help Desk Manager			
Human Resources Employment Specialist			
Human Resources Specialist I			
Internal Auditor II			
Lead Programmer Analyst			

Liasion to ROTC Teachers
 Medical Assistance Project Coordinator
 Minority Business Program Coordinator
 Oracle Applications Developer II
 Payroll Analyst II
 Purchasing Agent
 Records Specialist
 SIS Developer II
 Special Education Technology Analyst
 Specialist II, Financial Analyst
 Supervisor of Optical Paths
 Transportation Scheduler
 Web Programmer Designer

<u>POSITION</u>	<u>GRADE</u>	<u>STEP</u>	<u>SALARY</u>
Computer Systems Analyst II	29	1	60,169
Data Base Administrator I		2	62,424
Human Resources Specialist II		3	64,766
Maintenance Management Analyst		4	67,195
Program Manager		5	69,715
Pupil Accounting & School Boundaries Analyst		6	72,329
Senior Lead Programmer Analyst		7	75,041
		8	77,855
		9	80,774
		10	83,805
		11	86,945
		12	90,208
		13	93,592
		14	97,099
		15	100,738

<u>POSITION</u>	<u>GRADE</u>	<u>STEP</u>	<u>SALARY</u>
Accounts Payable Officer	30	1	63,177
Administrative Nurse Practitioner		2	65,549
Assistant Payroll Officer (Applications/Operations)		3	68,007
Assistant Plant Operations		4	70,557
CIP Fiscal Analyst		5	73,202
Construction Liasion		6	75,947
Environmental/Asbestos Program Specialist		7	78,797
Equity Specialist		8	81,752
Evaluation Specialist		9	84,818
Facilities Supervisor		10	87,995
Financial Functional Analyst		11	91,295
Fiscal Analyst		12	94,721
HR Functional Analyst		13	98,273
Human Resources Information Specialist		14	101,957
Human Resources Specialist III		15	105,777

Internal Auditor III
 Investigative Auditor III
 Maintenance Supervisor
 Network Services Manager
 Operations Technology Manager
 Oracle Applications Developer III
 Pupil Accounting & School Boundaries Specialist
 Research Grants Specialist
 Risk Manager
 Safety Officer
 Senior Accountant
 Senior Budget Analyst
 Senior Specialist
 Senior Systems Analyst
 Senior Television Specialist
 Statistical Specialist
 Technology Operations Analyst
 Technology Project Manager
 Technology Training Project Manager
 Television Systems Engineer
 Test Administration Specialist
 Test Development Specialist
 Textbook Manager
 Transportation Management Analyst
 Transportation Supervisor

<u>POSITION</u>	<u>GRADE</u>	<u>STEP</u>	<u>SALARY</u>
Accounting Analyst III	31	1	66,335
Oracle Applications Database Administrator		2	68,823
Payroll/Food Svcs Acct Officer		3	71,405
Performing Arts Technician		4	74,084
Regional School Health Specialist		5	76,861
Supervisor, Budget Analyst		6	79,742
Supervisor of Food Services Operations		7	82,734
Supervisor of Garage Operations		8	85,836
Supervisor of Program Evaluation		9	89,055
Supervisor of Scanning, Scoring		10	92,397
Supervisor of Special Education Data Mgmt & Technology		11	95,863
Supervisor of Web Services		13	103,186
Supervisor, Accounting		14	107,054
Supervisor, C&I Technology		15	111,069
Supervisor, Internal Audit			
Supervisor, Payroll Operations			
Supervisor, Purchasing Services			
Supervisor, Test Development			
Supervisor, Web Design			
Supervisor, Supply Services			

<u>POSITION</u>	<u>GRADE</u>	<u>STEP</u>	<u>SALARY</u>
Accounts Payable Manager	32	1	69,652
Assistant Treasurer		2	72,263
Capital Improvement Program Officer		3	74,976
Chief Business & Comm. Outreach and Involvement		4	77,786
Chief Management Information Technical Services		5	80,703
Commandant		6	83,728
Compliance Officer		7	86,869
Data Base Administrator		8	90,127
Evaluation Database Designer/Supervisor		9	93,507
Human Resources Team Leader		10	97,015
Information Technology Supervisor		11	100,652
Maintenance Planning & Operations Assistant		12	104,425
Manager, Accounting Operations		13	108,341
Manager, Pupil Accounting & School Boundaries		14	112,406
Oracle Technical Lead		15	116,620
Professional Development Specialist			
Senior Research Grants Specialist			
Senior Systems Engineer			
Senior Technology Project Manager			
Special Assistant to the CEO			
Special Projects Officer			
Statistical Analyst			
Supervisor of HRMS			
Supervisor, Compensation & Classification			
Supervisor, Employee Benefits			
Supervisor, Supporting Personnel			
Supervisor, Technology Training			
Supervisor, Telecommunications Design			
Supervisor, Testing, Research and Evaluation			

This Negotiated Agreement contains the final and entire Negotiated Agreement between the parties hereto and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this _____day of _____, **2008, reaffirming the modifications as were originally ratified on July 24, 2007.**

Board of Education Prince George's County:

Verjeana M. Jacobs, Esq. *Chair*

John E. Deasy, Superintendent of Schools

Randy Thornton, *Chief Negotiator*

Association of Supervisory and Administrative School Personnel:

James Smallwood, *President*

Doris Reed, *Executive Director, Chief Negotiator*

William King, *Legal Counsel*

MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF EDUCATION AND THE ASSOCIATION OF SUPERVISORY AND ADMINISTRATIVE SCHOOL PERSONNEL, UNIT III

THE BOARD OF EDUCATION AND THE ASSOCIATION OF SUPERVISORY AND ADMINISTRATIVE SCHOOL PERSONNEL UNIT III RECOGNIZE THAT THE NATURE OF THE JOBS PERFORMED BY MEMBERS OF THE UNIT IS SUCH THAT WORK BEYOND THE CUSTOMARY 40-HOUR WORK-WEEK IS OFTEN REQUIRED. THE BOARD RECOGNIZES THAT PROFESSIONAL STAFF WILL EXERCISE PROFESSIONAL JUDGMENT IN DETERMINING WHEN THE NEEDS OF THE SCHOOL SYSTEM PERMIT THEM TO ATTEND TO PERSONAL BUSINESS OF RELATIVELY BRIEF DURATION DURING NORMAL WORKING HOURS WITHOUT USING LEAVE FOR THOSE ABSENCES FROM THE WORK SITE. SUPERVISORS WILL RECEIVE PRIOR NOTICE OF SUCH ABSENCES TO MAINTAIN WORK SITE STABILITY AND EMPLOYEE ACCOUNTABILITY. THE PARTIES RECOGNIZE THAT UNIT MEMBERS WILL NOT ABUSE THESE PRIVILEGES AND THE BOARD, AT THE APPROPRIATE SUPERVISORY LEVEL, RETAINS THE RIGHTS TO DENY SUCH PRIVILEGES TO ANY UNIT MEMBER WHOSE PATTERN OF ABSENCES FROM WORK APPEARS INCONSISTENT WITH PERFORMANCE OF HIS/HER DUTIES.