

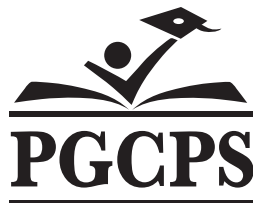
**Board of Education  
of  
Prince George's County**

# **Negotiated Agreement**

**with**

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

**July 1, 2019  
through  
June 30, 2021**





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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 II) for the period of July 1, 2019 through June 30, 2021.**
- B.** On or before February of a negotiating year, representatives of the Board and ASASP shall enter into a collaborative discussion 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:

1. Board: The Board of Education of Prince George's County.
2. 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 II.
3. Unit II: Certificated personnel employed by the Board and represented by ASASP.
4. Unit Member: Certificated personnel permanently appointed or assigned to a position for which ASASP has been designated exclusive representative.
5. Chief Executive Officer or CEO: Chief Executive Officer of Schools of Prince George's County.
6. 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 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 registered mail, regular U.S. mail, email, 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 thirty (30) days thereafter. Copies of this Agreement will be distributed electronically by the Board to all presently employed and new permanently appointed or assigned unit personnel.

## 1.08 No Strike

In accordance with Section 6-410 of the Education Article, Annotated Code of Maryland, 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 the 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 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 to his/her position.

**1.11 Protection of Unit Members**

- A. Provision 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 Section 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 members 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 reasonably 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 applicant, in point of time shall be given preference.

### **2.02 List of Unit Members**

The Board shall provide ASASP a list of Unit members, names, classification, date of hire, date of birth, location and current salary EVERY 90 DAYS starting on July 1 on each school year.

**Within 30 days of processing, the Board shall provide ASASP with access to a new Unit member's name, position classification, date of hire, salary, home and work site addresses, home and worksite telephone numbers, personal cell phone number, and work e-mail address.**

### **2.03 ASASP Negotiating Team Leave**

If negotiations are scheduled during the duty day, up to a maximum of ten (10) unit 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. 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 or 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 deductions of membership dues must give notice in writing to Resources annually between May 1-10 of the school year for which the authorization is withdrawn. Such deductions 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 will 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 a non-negotiation year and one hundred (100) days in a negotiation year in order to perform Association business.

### **2.08 Board Agenda and Packet**

The Board of Education shall post the Board Agenda and Board Packet on the school system's website prior to each regular established Board Meeting. The Office of General Counsel will include **ASASP on the distribution of the electronic newsletter with the updates of Administrative Procedures.**

### **2.09 Use of Pony**

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

### **2.10 Labor Management Relations Committee**

The parties agree that there shall be a committee of not more than four members appointed by ASASP and four members appointed by the CEO. The Committee will be co-chaired by a designee of the CEO 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. 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 subcommittees 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.

## **2.11 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 or ASASP on behalf of its members.
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 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 discussion at Step One. 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 rules and procedures of the American Arbitration Association governing labor arbitration. 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. 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. It is understood and agreed that because of the nature of the unit positions, bargaining unit employees may have responsibilities that extend beyond the work day and work week. Principals and Assistant Principals should work collaboratively as an administrative team to determine the actual 210 days the Assistant Principal will work. This calendar shall serve as a guide only for the days that the eleven month Assistant Principal to work, as the needs of the school or the school system may change throughout the school year, and as such the calendar may need to be amended collaboratively. Days used for approved leave during the 210 days are included in the total 210 service days. Concerns of the Association or members will be brought to the attention of the assigned Instructional Director/ Associate Superintendent for resolution.

- B. Unit members who are employed for twelve months will be scheduled to work all days that the central offices of the school system are open.
- C. **Parties recognize that the nature of the jobs performed by members of the unit is such that work beyond the customary 8:00am to 5:00pm core hour work-day is often required. Principals will ensure that all administrative activities are equitably and collaboratively developed with all Administrators for after school activity coverage. Concerns of the Association or members will be brought to the attention of the assigned Instructional Director/ Associate Superintendent for resolution.**
- D. All unit members shall have a duty-free lunch period for at least 30 minutes inclusive of the work day. This lunch period will be scheduled by the member's supervisor to accommodate normal duty responsibilities.
- E. Working Conditions - The Board will continue to make every effort to ensure that well-maintained and appropriate offices and office areas are provided.
- F. **The Board of Education and The Association of Supervisory and Administrative School Personnel Unit II recognize that the nature of the jobs performed by unit members of the unit is such that work beyond the customary 40-hour work-week is often required. The Board further recognizes, that professional staff will exercise professional judgment in determining when the needs of the school system permit them flexibility to attend to personal business of relatively brief duration of up to two (2) hours 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 further recognize that unit members should not abuse these rights and the Board, at the appropriate supervisory level, retains the rights to deny such rights to any unit member whose pattern of absences from work appears inconsistent with performance of his/her duties.**

### 3.03 Promotions, Voluntary Transfers and Assignments

- 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 grade level, school and/or 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 principal of the receiving school 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 Regional Assistant Superintendent and Director of Human Resources.
- C.** All voluntary transfers promotions or assignments will be confirmed in writing by the Deputy CEO or Chief Human Resources Officer. The letter will include the effective date of the voluntary transfer, promotion or assignment.
- D.** Unit members interested in a promotion should make application as required by position announcements. 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.** 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.** Whenever a Unit member is promoted/transferred (in) the position of Principal, and the assigned school has within its allotment Assistant Principals or wherever an Assistant Principal vacancy exists, the Principal will be given an opportunity to select his/her Assistant Principal(s). However, nothing in this Agreement shall limit the CEO or Board from assigning an individual to a position that best meets the needs of the school system.

The joint labor management committee will meet to discuss and develop transfer procedures and a process for allowing newly appointed Principals to have the opportunity to select their new leadership team.

- G.** ASASP will be notified within ten (10) school days when vacancies are filled administratively and non-competitively.
- H.** A unit member temporarily filling a vacancy at a higher grade by written appointment of the CEO 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 II member appointed by the Board to a position in an acting capacity may hold the title "Acting" for no longer than one hundred

eighty (180) work days, after which the member shall be given a regular appointment to the position if the member is qualified.

- I.** When filling a Unit II vacancy in a school the CEO or his/ her designee shall review and consider the recommendations of the incumbent principal.
- J.** An applicant for promotion who has not been selected may request and be granted a conference with the CEO's designee to discuss the circumstances of his/ her non- selection.
- K.** The Human Resources Department shall publicize requisite 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 2 and above.
- L.** An applicant for promotion will receive a response from the Human Resources Department within 15 days after the final selection of the chosen candidate.
- M.** The Chief of Human Resources will notify ASASP of any known Unit vacancy which will be staffed by voluntary transfer, promotion or new appointment.
- N.** 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 CEO or designee for reviewing the reason(s) for the transfer and to advise the CEO/designee his/her preferences concerning reassignment.
- B.** The unit member who is involuntarily transferred for other than less than satisfactory 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 less than satisfactory 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 II, for reasons other than performance or discipline, that unit member shall be given priority consideration for all vacancies in Unit II for which he/she is qualified.
- I. Except in emergencies, at least two (2) weeks before a proposed transfer is to take place, the CEO 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 II 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. Unit members shall be evaluated in accordance COMAR Title 13A, Subtitle 07, Chapter 04, Evaluation of Professional Certificated Personnel.
- C. The personnel evaluation form applicable to each position for a given year shall be made available to Unit II 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.
- D. 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.
- E. 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.
- F. All annual evaluations are to be completed by June 30th.
- G. Unit members have the entitlement to review any negative written material used in their evaluation, and may receive a copy of said material.
- H. Unit members may submit written rebuttals to any adverse material as noted in Section G. above or to the annual evaluation per se and said rebuttal will be attached to the adverse material or evaluation form. Complaints about or material derogatory to a unit member will be maintained in a file on that unit member and/or used in his/her evaluation only if:
  - 1. The complaint or material has been put into written form.
  - 2. The unit member has had an opportunity to review the material and been given a copy.
  - 3. The appropriate administrator has substantiated the allegation.
  - 4. The unit member has had the opportunity to review such material and to affix his/her initials to a copy with the expressed understanding that such initialing does not indicate agreement with the contents. The unit member shall be permitted to attach his/her comments related to the derogatory material.
- I. 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 information when appropriate. Such information or complaints shall not be used in employee evaluations absent investigation and confirmation of the information by the supervisor.

- J. 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 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.
- K. Where a Unit member is requested to respond to a complaint, either 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.
- L. Future revision of personnel evaluation forms shall be undertaken after the solicitation of suggestions from Unit II representatives as designated for such purpose by ASASP.
- M. The CEO and/or his/her 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 Position Descriptions

- A. The appropriate position description will be given to each unit member at the time of appointment to the position.
- 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

Any person using a car to conduct authorized school business shall receive mileage compensation at the rate as established by the Federal Government for the Washington 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.

Detailed records must be kept and submitted on the form prescribed by the Board. This section follows Administrative Procedure 4133.

### 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 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 CEO of Schools determines to recommend their suspension or dismissal pursuant to MD. ANN. CODE, Educ. Art., Sec. 6-202.
- 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 CEO 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 CEO 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 Education Article, Annotated Code of Maryland: 4-104(d), 4-105, 4-105.1, 6-108, 6-111, and 7-307, 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 II based upon budget consideration, reorganization, or a decrease of the number of authorized positions within a given job classification.

#### B. Procedure

1. When a RIF is necessary, the CEO will reassign the unit member to a lower ranking position within the Unit, prior to such member being transferred to an available teaching position. Absent the availability of another position, such unit member may be terminated from employment.
2. In making determinations on individuals to be RIFFED, the CEO 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.
3. No RIFs [lay-offs] of unit members shall be effectuated without the Board, through the Chief Human Resources Officer first exhausting all of its best efforts to have such personnel reassigned to another position within the Unit, if the Unit member has the qualifications consistent with the identified job opening.

4. In the event, however, that upon a finding by the Chief Human Resources Officer that reassignment is not feasible, and as a last resort there must be a RIF, the following procedure shall apply:

- a. Seniority in a particular position;
- b. Seniority within the Unit;
- c. Seniority within PGCPSS;

If no other available position exists within the Unit and the Unit member has a current Maryland certification, and for which they have an employment contract with Prince George's County Public Schools, and has not encountered a break in service, the member shall be entitled to an offer of employment into a vacant teaching position for which they are qualified.

5. During the RIF, new hires can be considered for positions which cannot be filled by unit members under the following circumstances: (a) there are no qualified members subjected to the RIF to fill a vacant position, or (b) all qualified unit members subjected to the RIF were offered a position to fill the vacancy. In this instance, the Board shall provide supporting documentation that the member was offered a position.

#### C. Recall

1. A unit member who remains as an employee "satisfactory" or higher at the time of the Unit member's last evaluation but is reassigned to a lower graded position because of a RIF shall, for a period of Twenty-four (24) months, be offered a job within Unit II 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 Twenty-four (24) 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. Unit Members shall (a) receive official notice by certified mail, return receipt requested at least ten (10) working days in advance of their deadline for determining whether to exercise recall rights,

and (b) shall be available to begin within fifteen (15) calendar days of receipt of notification of recall rights.

4. The Board shall bear no further obligation to a terminated Unit member who has been offered 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 conclusion of the Twenty-four (24) 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 Twenty-four (24) 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 CEO 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 CEO and/or designee. Reimbursement will be disbursed on a first come first served basis. MEMBERS WILL BE REIMBURSED A MAXIMUM OF 6 CREDIT HOURS PER YEAR.

**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.

**3.17 School Leaders Licensure Assessment Test**

A unit member who has taken the School Leaders Licensure Assessment Test will be reimbursed for 100% of the cost of the test not to exceed \$475 upon submission of verification of successful completion.

## ARTICLE IV—LEAVE POLICIES

### 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 five (5) years prior to July 1, 1989, shall be granted twenty-five (25) days annual leave. Personnel employed in twelve-month positions for less than five (5) years prior to July 1, 1989, 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 of 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 the 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

- A. 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.

- B. Any witness fees received for a court appearance must be endorsed over to the Board and forwarded to the Payroll Office.
- C. A unit member drawn for jury duty on scheduled work days shall receive full pay provided a written statement is furnished showing time served and expenses received from the Court.
- D. 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 unit member'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, grandparent, 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 (2) 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 (12) month basis may be absent from duty without loss of pay up to eight (8) 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 nine (9) 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:

Sick leave may be taken in advance of actual accrual.

1. See attached chart on next page.
2. Unused sick leave earned and credited to an employee twelve (12) years prior to July 1, 1989, 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 employees hospitalization, a certificate of evidence for the necessity of loss of time shall be required, if in the opinion of either the immediate supervisor or the CEO's designee the employee may be abusing sick leave privileges. The Board approved extended leave forms will be required for absences exceeding ten (10) consecutive 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. Sick leave in Family: A member of the Unit 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 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.

#### 4.06 Sick Leave (Charts)

For eleven month unit members, the following chart applies

Years of Service	Sick Leave Days <i>(12 Given Up front)</i>	Additional Earned Days <i>(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	Sep., 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:

Years of Service	Sick Leave Days <i>(13 Given Up Front)</i>	Additional Earned Days <i>(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	Sep., Nov., Jan., Mar.
15 Years	18 Days	1 each month – Maximum of 5
25 Years or More	20 Days	

#### **4.07 Assault Leave**

- A.** 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.
- B.** When an employee returns to work from the incident for which Assault Leave was originally authorized, additional Assault Leave shall be granted for follow-up treatments.

#### **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 any one incident. While on approved Disability Leave, the member receives his full wages in lieu of any Commission.

#### **4.09 Disposition of Unused Leave**

- A.** RETIREMENT: Beginning in Fiscal Year 2019, upon retirement 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 100 days for eleven month employees and 110 days for 12 month employees or 35 days of accumulated annual leave, whichever is greater. A person retiring on disability would be eligible for such payment after 12 years of service in Prince George's County Public Schools. An individual would be eligible to receive such reimbursement once. This payment shall be based upon the salary of the final year of employment.
- B.** RESIGNATION: Effective July 1, 2014, upon resignation, employees with 12 years or more of service will receive three-tenths (3/10) of unused sick leave, not to exceed a maximum of 76 days for 11 month employees, and 82 days for 12 month employees. Alternatively, employees may choose 25 days of annual leave whichever is greater. The calculation will be based on the salary in the final year of employment. This is a one-time reimbursement during period of service with PGCPs.
- C.** For employees hired into Unit II 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.

- D.** DEATH: 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 whichever is greater, will be paid to the estate of the deceased.

#### **4.10 Unit Members Sick Leave Bank**

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

#### **4.11 Authorized Leave 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 CEO 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 and 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 covered by this Agreement may, upon written request to the CEO, 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 CEO, 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 unit member would be eligible to apply for another leave without pay. The minimum service requirements would not apply for a unit member applying for a leave without pay for prolonged personal 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 Leave, Maternity Leave**

##### **A. 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 regular duties for reasons of child birth, 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 commencing with the date that said employee's physician certifies the existence of the 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 Section 4.07, 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 (4) weeks thereafter, with certifications 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.

##### **B. 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 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 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 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 may be granted to a unit member upon approval of the CEO 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 CEO 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 CEO 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 a standard or advanced professional (first class) certificate valid at the time leave is granted.
  - 3. Salary Allowance – A unit member granted

sabbatical leave shall receive 50% of his/her salary for the year leave is granted. Deductions to maintain membership in the retirement system, professional organizations and appropriate deductions for retirement, taxes, social security, insurance premiums or other mandatory deductions 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 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 system shall continue.
  - c. The unit member shall retain membership in the employee benefit plans, for which they are eligible and for which deductions 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/she 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 CEO. The leave may then be rescinded by the CEO and the unit member placed on the appropriate employment status. Salary allowances and benefits shall be adjusted accordingly, 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 AVAILABLE ON THE PGCPs WEBSITE.

#### 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 (4) 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 National Guard technicians' duty overseas under certain conditions.
  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 a 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 duty 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, 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.

## ARTICLE V—INSURANCE

### 5.01 Insurance Study

The Board agrees to establish an Insurance Committee to consist of representatives of the CEO 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. Effective October 1, 1989, the employees' 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. Effective January 1, 1990, the Board will make available at the employee'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 Dental Insurance Program

- A. The Board of Education shall provide a Dental 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.

### 5.05 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.

### 5.06 Prescription Medication 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.

### 5.07 Life Insurance

All unit personnel will have free term life Insurance. Effective May 1, 2004, the amount of an insurance (2) times the annual salary rounded to the next highest \$1,000.

### 5.08 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.

### 5.09 Wellness Program

There is a Wellness Program for all school system employees.

## ARTICLE VI—SALARY

### 6.01 Salary Schedules

#### For Fiscal Year 2018:

- Step increase effective January 1, 2018 applied to base for all eligible employees.
- 2% one-time bonus for all employees at the top of the salary scale.

#### For Fiscal Year 2019:

- 2% COLA salary improvement on July 1, 2018 applied to base salary for all eligible employees.

#### For Fiscal Year 2020:

- Negotiated Agreement will be reopened for salary ONLY.
- A. A unit member who is promoted to a higher level position shall be placed on a salary step that will provide an increase of no less than 7% over the current salary unless an increase would result in a salary that exceeds the top step on the grade of the new position on the salary schedule.
- B. An external candidate who is offered employment within Unit II shall be placed on the salary step commensurate with his or her experience. Salary setting guidelines will be commensurate with the standards used for internal candidates.
- C. Salary tables for 2020 improved as follows:
- 1% COLA effective July 19, applied to base salary
  - One Step Increase on July 1, 2019, applied to base for all eligible employees. Eligible is defined as a Unit II member who has served in the Unit for at least one calendar year
  - One additional Step 13 will be added to the top of the salary scale, effective July 1, 2019
- D. Salary tables for FY21 improved as follows:
- 2% COLA effective July 1, 2020, applied to base salary
  - One Step Increase on July 1, 2020, applied to the base for all eligible employees
  - Differential of \$1,000 will be added to the base salary of all Unit II employees who do not receive a step increase at the top of the salary scale
- E. Reopener for salary, compensation and up to three (3) language items per Board of Education & ASASP Negotiation Teams for FY 2022.

### 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 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.

### 6.04 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 \$1,000.00 and a stipend of \$5,000.00 per year for certification for each year the certification remains in good standing. This advanced certification may or may not be required as a condition of employment. If more than one certification is required as a condition of employment, the Chief of Human Resources may determine if more than one stipend should be paid.

### 6.05 K-8 Principal Differential

Each Principal of a K-8 school will receive a differential of \$3,000.

6.06 Should additional funds become available for employee compensation from newly designated sources during the term of the Negotiated Agreement, the parties agree to reopen negotiations solely for the purpose of salary.



# **SALARY SCHEDULE**

**Prince George's County Public Schools**  
**Association of Supervisory and Administrative School Personnel**  
**ASASP - Unit II - Table F**  
**July 1, 2019 - June 30, 2020**

<u>POSITION</u>	<u>GRADE</u>	<u>STEP</u>	<u>11 Month</u>	<u>12 Month</u>
Academic Dean - Elementary	1	1	84,329	91,890
Academic Facilitator		2	86,858	94,645
Assistant Principal - Elementary		3	89,464	97,485
Child Find Assistant		4	92,147	100,410
Instructional Assistant		5	94,912	103,422
Resident Principal - Elementary		6	97,760	106,526
		7	100,692	109,720
		8	103,712	113,013
		9	106,824	116,404
		10	110,028	119,895
		11	113,330	123,491
		12	116,731	127,196
		13	120,233	131,012
Academic Dean - Middle	2	1	86,858	94,645
Assistant Principal - Middle		2	89,464	97,485
Assistant Supervisor		3	92,147	100,410
Coordinator		4	94,912	103,422
Court Liaison Worker		5	97,760	106,526
Instructional Specialist		6	100,692	109,720
Resident Principal - Middle		7	103,712	113,013
		8	106,824	116,404
		9	110,028	119,895
		10	113,330	123,491
		11	116,730	127,196
		12	120,231	131,012
		13	123,838	134,943
Academic Dean - High	3	1	89,465	97,486
Assistant Principal - High		2	92,148	100,411
Resident Principal - High		3	94,913	103,423
		4	97,761	106,527
		5	100,694	109,721
		6	103,713	113,014
		7	106,825	116,405
		8	110,029	119,896
		9	113,331	123,492
		10	116,731	127,198
		11	120,232	131,014
		12	123,840	134,944
		13	127,555	138,992

Instructional Supervisor	<b>4</b>	1	100,411
Program Administrator - HB Owens Science Center		2	103,423
		3	106,527
		4	109,721
		5	113,014
		6	116,405
		7	119,896
		8	123,492
		9	127,198
		10	131,014
		11	134,944
		12	138,992
		13	143,162
Principal - Alternative Education	<b>5</b>	1	103,504
Principal - Elementary & Middle		2	106,610
Principal - Evening High		3	109,808
Principal - Special Education		4	113,103
		5	116,496
		6	119,991
		7	123,591
		8	127,298
		9	131,119
		10	135,051
		11	139,104
		12	143,277
		13	147,575
Coordinating Supervisor	<b>6</b>	1	110,370
Principal - High		2	114,233
Principal Leadership Coach		3	118,230
		4	122,369
		5	126,652
		6	131,085
		7	135,673
		8	140,421
		9	145,336
		10	150,422
		11	155,686
		12	161,136
		13	166,776







**Prince George's County Public Schools**  
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