

AGREEMENT
between the
BOARD OF EDUCATION OF ALLEGANY COUNTY
and the
ASSOCIATION OF PUBLIC SCHOOL
ADMINISTRATORS AND SUPERVISORS
OF ALLEGANY COUNTY

2020 - 2024

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DEFINITIONS

Whenever the following terms are used in this Agreement, they shall be defined as follows, unless otherwise stipulated:

BOARD

The Board of Education of Allegany County

ASSOCIATION

The Association of Public School Administrators and Supervisors of Allegany County

EMPLOYEE

Any administrative or supervisory employee of the Board except those employees designated by the employer to be excluded under 6-401 of the *Annotated Code of Maryland* (Appendix A)

SUPERINTENDENT

The Superintendent of the Allegany County Public Schools

NEGOTIATION LAW

Title 6, Subtitle 4 of the Education Article of the *Annotated Code of Maryland*

ARTICLE I

RECOGNITION

Pursuant to the provisions of Section 6-401 et seq of the Education Article of the *Annotated Code of Maryland*, the Board recognizes the Association as the exclusive negotiating agent and representative for all administrators and supervisors, except those expressly excluded by the terms of this Agreement.

ARTICLE II

NEGOTIATIONS

- A. On or before December 1 of the year prior to the expiration of the Agreement, the Board and the Association will begin to negotiate a successor Agreement pursuant to the provisions of the negotiation law.
- B. Mutually convenient times and locations for negotiating sessions shall be determined by the chairpersons of the two teams.
- C. Every effort shall be made by both parties to reach agreement by the following March 1. If agreement is reached on the terms for a successor Agreement, those understandings shall be reduced to writing and presented by the teams to their respective constituents for approval. If approved, the Agreement shall be signed by both parties. If an agreement has not been reached, the provisions for handling an impasse as provided by Education Article, 6-408(e) of the *Annotated Code of Maryland* shall apply.
- D. Should either party reject the document, negotiations shall resume immediately.
- E. Pursuant to Section 6-408 of the Education Article of the *Annotated Code of Maryland*, if the parties in an impasse proceeding are unable to agree upon a third panel member or to obtain a commitment to serve within the specified period, a request for a list of not less than five (5) possible panel members may be made to the American Arbitration Association by either party. Selection shall be made by alternately striking any name from the list until only one name remains. The final name remaining shall be designated as the third panel member. If the person so selected is unable to serve, the last person eliminated who is available shall be so designated.

ARTICLE III

GRIEVANCE PROCEDURE

A. **DEFINITIONS:** A grievance is an alleged violation, misinterpretation, or misapplication of the terms of this Agreement, or the rights claimed to exist thereunder regarding salaries, wages, hours, and other working conditions.

A "grievant" shall mean an employee or group of employees or the Association filing the grievance.

B. **TIME LIMITS:** All time limits herein shall consist of calendar days, exclusive of legal holidays, Saturdays and Sundays. These time limits shall be considered maximum unless extended by mutual agreement in writing. In the event a grievance is filed which cannot be resolved to the satisfaction of the Association or the grievant prior to the termination of this Agreement using the normal time limits set out herein, the Association may submit the grievance directly to the American Arbitration Association for Level Three consideration.

C. **LEVEL ONE:** The grievance will be presented within twenty-five (25) days of first knowledge of the action giving rise to the grievance to the least senior supervisor whom the grievant believes holds the authority to deal with the grievance issue at hand.

D. **LEVEL TWO:** If the grievance is not resolved to the satisfaction of the grievant or the Association within seven (7) days after submission at Level One, the grievant or the Association may present the grievance in writing to the human resources administrator within seven (7) days.

E. **LEVEL THREE:** If the grievance is not resolved to the satisfaction of the grievant or the Association within seven (7) days after submission at Level Two, the grievant or the Association may present the grievance in writing to the Superintendent within seven (7) days.

F. **LEVEL FOUR:** If the grievance is not resolved to the satisfaction of the Association within ten (10) days after submission at Level Three, the Association may submit the grievance to the American Arbitration Association for binding arbitration in accordance with their current rules within twenty-five (25) days. The decision of the arbitrator shall be final and binding on both parties.

1. Selection of Arbitrator

Either party (upon written notice to the other party) may request the American Arbitration Association to furnish a list of not less than five (5) arbitrators, one of whom shall be designated by the parties as the arbitrator of the grievance. Selection shall be made by the parties alternately striking any name from the list until only one name remains. The final name remaining who is available to serve shall be the arbitrator of the grievance.

2. Jurisdiction of Arbitration

The jurisdiction and authority of the arbitrator of the grievance and her/his opinion and award shall be limited to the provision or provisions of this Agreement at issue between the Association and the Board. She/he shall have no authority to add to, alter, amend or modify any provisions of this Agreement, or to make any award that would deprive the Board of any power delegated to it by law.

The arbitrator's authority shall include the authority initially to determine any issue raised regarding her/his jurisdiction, subject only to judicial stay or intervention. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Board and the Association. The award in writing of the arbitrator, except if set aside by a court of competent jurisdiction, shall be final and binding on the aggrieved employee or employees, the Association and the Board.

3. Arbitration Expenses

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

G. GENERAL PROVISIONS:

1. The Association and the Board shall have the right to use any representative(s) of its own choosing in its presentation at all levels of this grievance procedure.
2. If a grievance issue affects a class or group of employees or the unit as whole, it may be submitted initially at Level Two.
3. Provided the Board and the Association agree, Level One, Level Two, and/or Level Three may be passed and the grievance brought directly to Level Four.
4. A grievant may represent herself/himself or may elect to be represented by a person of her/his own choosing at Level One, Level Two, and Level Three of the procedure; however, the Association shall have the right to be present and to be heard on the issue(s) at hand at meetings held for all grievance levels.
5. No reprisals of any kind shall be taken by the Board or by any Board representative against any grievant, any representative, any officer of the Association, or any other participant in the grievance procedure by reason of such participation.
6. All written and printed matter dealing with the processing of a grievance shall be considered privileged, shall be filed in a separate grievance file, and shall not be kept in the personnel file of any of the participants.
7. All meetings for the purpose of processing a grievance will be held and treated as confidential. Only the Board and the Association, their representative and witnesses, and other parties at interest may attend such meeting.
8. All decisions rendered at Level One, Level Two, and Level Three of this procedure will be in writing, setting forth the decision and the reasons for it. All decisions will be transmitted promptly to the grievant and the Association.
9. Should the time reasonably necessary to investigate a grievance or the time required to process a grievance require an employee to be absent from his or her assignment, she or he will suffer no loss in pay or benefits for such absence.

ARTICLE IV

LEAVES

A. SICK LEAVE

1. 12 Month Employees

Employees shall be entitled to 18 days sick leave for each contract year, which is earned on the basis of .693 days per pay period. Sick leave for the current school year shall be available for use from the first duty day in that year; however, the employee must complete the contract year to avoid a pay

adjustment for that year. Deductions from salary for absences in excess of the accumulated leave shall be determined by the member's daily rate of pay. Unused sick leave shall accumulate without limit.

2. 208 Day Employees

Employees shall be entitled to 16.5 days sick leave for each contract year, which is earned on the basis of .750 days per pay period. Sick leave for the current school year shall be available for use from the first duty day in that year; however, the employee must complete the contract year to avoid a pay adjustment for that year. Deductions from salary for absences in excess of the accumulated leave shall be determined by the employee's daily rate of pay. Unused sick leave shall accumulate without limit.

3. 200 Day Employees

Employees shall be entitled to 15 days sick leave for each contract year, which is earned on the basis of .682 days per pay period. Sick leave for the current school year shall be available for use from the first duty day in that year; however, the employee must complete the contract year to avoid a pay adjustment for that year. Deductions from salary for absences in excess of the accumulated leave shall be determined by the member's daily rate of pay. Unused sick leave shall accumulate without limit.

4. The Board of Education shall provide notice to each employee of her/his accumulated sick leave balance.

At the time an employee exhausts their sick leave options, they may be placed on leave without pay. The time period of leave without pay will be determined by the Superintendent or a designee and shall not extend beyond on year. (Language added July 1, 2018)

5. Remuneration at retirement for those who became members of the bargaining unit as of July 1, 1983, or later shall be at the established rate of thirty dollars (\$30.00) for each day of unused sick leave not in excess of 140 days, or thirty dollars (\$30.00) for each year of service, whichever is greater. Only those days or years earned in service to Allegany County Public Schools shall be counted toward such payment.

6. The Board shall pay the designated beneficiary (so identified to the teachers' retirement system or the teachers' pension system) of a member who dies while in active service, at the established rate of thirty dollars (\$30.00) for each day of unused sick leave not in excess of 140 days, or thirty dollars (\$30.00) for each year of service, whichever is greater. Only those days or years earned in service to Allegany County Public Schools shall be counted toward such payment

7. Employees shall, at their request, be allowed to use sick leave for absence due to disability connected with/or resulting from pregnancy. Under this provision, such disability shall be treated as a temporary disability, and the employee must return to work as soon as physically able, unless she resigns or requests a leave of absence. The status of the employee shall be determined by her personal physician.

8. An employee shall be entitled to use up to six (6) sick leave days for illness in the immediate family (as defined by FMLA law).

9. The Board of Education reserves the right to have an individual off on personal illness leave more than fifteen (15) consecutive work days to be examined by a physician of the Board's choosing at Board expense. If the employee's physician and the Board's physician disagree, the two physicians will select a third physician to render an opinion to determine the final decision. Failure to submit to a requested examination is grounds for disciplinary action and will result in employee being placed in a non-pay status.

10. A note from a qualified medical professional shall be required upon returning to work after missing more than three (3) consecutive work days. A note from a qualified medical professional may be required for each sick day if directed by an administrator. After a ten (10) work day absence, the employee shall supply a note from a qualified medical professional to confirm the absence with a projected return to work or next appointment date.

Sick Leave Bank (SLB)

1. Effective September 1, 2000, all Unit II employees on active duty in Allegany County are eligible to participate in the Allegany County Sick Leave Bank, hereafter referred to as SLB, by donating the required number of days. However, no unit member shall be required to participate. Bargaining unit members may use these days for prolonged catastrophic, incapacitating personal illness, injury or quarantine of the Unit II employee during regular scheduled duty days.

The primary purpose of the SLB is intended to help an employee with a prolonged serious illness or accident which requires the usage of available personal illness days and leaves the employee without the necessary personal illness days to carry her/him over to eligibility for Long Term Disability Insurance.

2. Eligibility for Benefits:

- a. SLB benefits are available only when the Unit II employees personally have a severe medical hardship (catastrophic illness or serious accident).
- b. Benefits can be received only after all accumulated sick leave and vacation days have been exhausted.
- c. Any Unit II employee receiving Worker's Compensation or disability benefits is not eligible for SLB benefits.
- d. A Unit II employee who is on leave of absence, suspended, or terminated from the Allegany County Board of Education is not eligible for SLB benefits.
- e. The form "Request For Sick Leave Bank Benefits" and physician's statements are required before the SLB Review Committee will consider a request for benefits. The physician's statement shall include a history of the illness, date the illness began, a diagnosis and prognosis, and any other related information.
- f. Approval by the SLB Review Committee is required prior to the receiving of benefits.
- g. Normal pregnancies, childbirth, childcare, or child adoption shall not be considered as eligible reasons for SLB benefits.
- h. A six member committee, consisting of three members appointed by the President of the Association and three appointed by the Superintendent, shall have the responsibility of receiving requests, verifying the validity of requests and approval or denial of requests. Any approval of a request must have the support of at least four members of the committee. The committee shall provide the President of the Association and the Superintendent its rules and procedures by August 15 of each year.

3. Operation of Sick Leave Bank (SLB):

- a. The following criteria shall be used by the SLB Review Committee in determining eligibility and benefits:
 - Documented medical evidence of serious illness and injury
 - Prior utilization of all sick leave and vacation days

- Propriety of previous sick leave
 - Any other information the SLB Review Committee deems appropriate
- b. When approved by the SLB Committee, a maximum of thirty (30) sick leave days will be deposited in the Unit II employee's sick leave account. The use of these days will be reviewed by the SLB Review Committee.
 - c. The Unit II employee receiving benefits may submit to the SLB Review Committee additional requests for a maximum of twenty (20) days per request as their present grant expires. The request application shall be accompanied by an updated physician's statement.
 - d. Once a Unit II employee is eligible for retirement benefits, including disability retirement from the Teachers Retirement Board, all SLB benefits will stop.
 - e. The maximum number of cumulative SLB days to any individual Unit II employee shall be eighty (80).
 - f. The contribution forms for any unused days shall be returned to the Association.
 - g. The existence of the SLB and participation by a Unit II employee in the SLB does not eliminate any other benefits provided through law, policy, or contract.
 - h. Once receiving a grant from the SLB, the recipient, shall be required to start paying back the granted days at the commencement of the school year following the award of the grant. The recipient shall pay back the days granted at the rate of four (4) days per year until the grant is paid back or the employee resigns or retires.

4. Contributions shall be made between July 1 and October 1. Members returning from extended leave of absence and new employees may contribute within (30) calendar days upon reassignment or employment. The contribution on the appropriate form will be authorized by the member and deducted from their accumulated sick leave. Members of the sick leave bank will not be required to contribute additional days until all days in the sick leave bank have been used. Days will not be accepted from any Unit II employee who has less than ten (10) accumulated days.

5. Representatives of the Board and the Association shall review the provisions set forth in b. and c. annually, or as needed.

B. ANNUAL LEAVE/HOLIDAYS

1. 12 Month Employees

- a. Annual leave days shall be earned, based upon years of service to the Allegany County School System according to the following:

1-4 years	15 days
5-9 years	18 days
10-14 years	21 days
15-24 years	25 days
25 or more years	30 days

Members of Unit II on June 30, 2002 will continue to earn 25 days of leave annually, except for those members with 25 or more years of service, who will receive 30 days of leave annually.

An employee may accumulate no more than 50 days of annual leave as of the end of a pay period. Days in excess of 50 shall be converted to personal illness days. At the

option of the employee, up to three (3) days of accrued annual leave available on June 1 of each year in excess and including 48 days, may be cashed out and paid during a June pay period with written notification to the payroll office no later than June 1 each year.

A maximum of 35 days of annual leave may be used during any one fiscal year.

- b. Holidays not charged to annual leave include: Independence Day, Labor Day, Primary Election Day, General Election Day, Thanksgiving Day, day following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Easter Monday, Memorial Day, Presidents' Day, and Martin Luther King Day. These are the only holidays that are recognized by the Board. Annual leave days must be used for the observance of any other holiday, including religious holidays.
- c. Remuneration at separation for twelve (12) month employees will equal the per diem rate of pay at the time of separation times the number of unused annual leave days, not to exceed 40.
- d. Twelve month school-based administrators shall be able to use a maximum of ten (10) annual leave days, when school is in session for students, during any school year. Twelve-month school based administrators may be granted additional days beyond the ten days by requesting permission in writing 30 days in advance to the superintendent, who will make the final decision on the request. Annual leave shall not be used by any school-based administrator or instructional supervisor on a designated staff development or professional day, without the approval of the superintendent, or her/his designee. If a member of this unit has exhausted her/his sick leave, she/he may use additional annual leave days, as needed, for health problems. This provision becomes effective July 1, 1997.

2. 208 Day Employees

- a. 208 day employees will earn 16.5 days of sick leave per year. Up to five (5) of these days may be used as annual leave days, including the observance of religious holidays, with approval of the immediate supervisor. These days may be accumulated for remuneration upon separation, if notification is given to the finance office prior to July 1. Otherwise, these days will become personal illness days.
- b. Remuneration at separation for 208 day employees will equal the per diem rate of pay at the time of separation times the number of unused annual leave days, not to exceed twenty (20).

3. 200 Day Employees

200 day employees will earn 15 sick leave days per year. Up to four (4) of these days may be used as annual leave days, including the observance of religious holidays, with approval of the immediate supervisor. These days may be accumulated for remuneration upon separation, if notification is given to the finance office prior to July 1. Otherwise, these days will become personal illness days.

C. BEREAVEMENT LEAVE

A unit member may request bereavement leave to attend the funeral of a relative or regular member of their household. Days granted shall be consecutive starting with the next duty day after the date of death of the family member. Maximum days available shall be; Four (4) days for a parent, spouse, sibling, or offspring; Three (3) days for a grandparent, grandchild, or parent-in-law; and one (1) day for any other relative or regular member of the employee's household.

In the case of a delayed funeral service, one of the four (4) or three (3) allowed days may be postponed to correspond with the date of the service.

D. SABBATICAL LEAVE

1. An employee may apply for sabbatical leave after seven consecutive years of service in the Allegany County Public School System.

2. Sabbatical leave for one year may be granted for furthering professional growth by means of full-time graduate study at an accredited college or university. Full-time graduate study means at least twelve semester hours each for the two semesters or the maximum number of credit hours allowed by the institution.

3. A selection committee consisting of three employees and three representatives of the superintendent shall be appointed to receive and evaluate applications and supporting data, to interview applicants, and to make recommendations to the superintendent.

4. Not more than one employee shall be granted sabbatical leave in any one year.

5. An employee requesting sabbatical leave shall:

- a. make written application to the superintendent before April 1;
- b. present, with the application, an outline of the study to be undertaken;
- c. agree to work for a least two years immediately following the sabbatical leave in the public schools of Allegany County, or agree to repay the Board an amount equal to the salary he/she received, plus interest at the current prime rate, if he/she voluntarily violates the agreement.

6. An employee on sabbatical leave shall receive fifty percent (50%) of her/his regular salary.

7. An employee returning from sabbatical leave will be placed in her/his former position, if he/she so requests. While on leave, the Board shall maintain the same insurance benefits provided employees on active duty. Upon return from leave, he/she shall be placed at the same salary level he/she would have achieved had he/she remained actively employed in the system.

E. INSURANCES

An employee on leave shall be afforded the opportunity to continue payment towards insurance programs. The Board will continue to pay the Board's contribution to this program for the first four months of unpaid personal illness or FMLA leave. The Board will continue to pay the Board's contribution to this program for the first nine months of worker's compensation leave.

F. INCLEMENT WEATHER

In instances when schools are closed to students due to inclement weather, with prior approval from their immediate supervisor, unit members may telework from home or from an alternative work site. Employees who have been approved to work using this option will be required to maintain timely communication with their supervisor and means of communication such as telephone messages, email, virtual meetings, etc. The employee may be requested to present evidence of work completed during a telework day(s).

ARTICLE V

INSURANCE BENEFITS

A. HEALTH INSURANCE

1. The Board shall pay eighty percent (80%) of the cost for coverage of each individual enrolled under the Health Care Plan administered by the carrier for the Board. The benefits are those described in the booklet entitled "Health Care Plan". The employee's share of the premium shall be paid by payroll deduction.

2. Should need arise requiring consideration of a change of insurance carrier that fact shall be made known to the Association as promptly as possible. The Association shall be briefed on the circumstances requiring such consideration and shall be allowed to present its views and submit relevant suggestions to the Board.

3. Basic coverages are as follows:

Point of Service (Managed Care)

a. Medical Coverage (for employee and family)

b. Dental Plan (for employee and family)

c. Vision Plan (for employee and family)

d. Prescription (for employee and family) – Formulary Plan (Changed July 1, 2017)

Retail – up to 30-day supply

\$10 generic

\$25 preferred

\$40 non-preferred

\$75 specialty drugs

Maintenance

Two copays for up to 90 day fill (\$20/\$50/\$80/\$150) through home delivery or select retail locations.

Specialty drugs must go through home delivery for more than 31-day supply.

e. Physician office visit co-pay - \$25 (unless preventive care as defined by Affordable Care Act)

f. Emergency room co-pay - \$100

4. Table A contains an outline of the deductibles and basic coverages. Specific coverages have individual maximums. See Health Care Plan for specific coverages, exclusions, and limitations.

**TABLE A
Point of Service Plan**

Coverage at a Glance	In Network	Out of Network
Individual Annual Deductible	\$150	\$1,000
Family Annual Deductible	\$300	\$3,000
Individual Annual Out-of-Pocket Maximum	\$3,000	\$4,500*
Family Annual Out-of-Pocket Maximum	\$6,000	\$9,000*
Pre-existing Condition Limitation	No	No
Annual Maximum	Unlimited	Unlimited
PCP Referral Required	No	No

* Plus amounts in excess of the maximum reimbursable charge and non-compliance penalties.

B. LIFE INSURANCE

The Board shall participate in a contributory group term life insurance program. The insurance contract shall provide for death benefits of \$50,000 for each employee payable to her/his designated beneficiary and an option to purchase additional coverage in \$5,000 units up to a maximum of \$50,000

additional insurance at the employee's expense. After July 1, 1996, employees may only increase their optional coverage a maximum of \$5,000 per year after their initial enrollment, during the period May 1 to May 15 each year, on a guaranteed issue basis, with an effective date of the following July 1. However, the approval of additional death benefits may be subject to medical underwriting approval. The Board shall pay seventy-five percent (75%) of the premium for each enrolled employee for the \$50,000 basic coverage. To be eligible for coverage, an employee must be employed on a regular or provisional certificate contract and for not less than thirty (30) hours weekly. The employee's share of the premium shall be paid by payroll deduction.

C. LONG-TERM DISABILITY

The Board shall participate in a contributory group long-term disability insurance program. The insurance contract shall provide for a benefit of at least sixty percent (60%) of the employee's gross salary, but not more than seventy percent (70%) when added to their employee benefits. It shall also provide for a four-month waiting period before benefits begin. The Board shall pay seventy-five percent (75%) of the premium for each enrolled employee. To be eligible for coverage, an employee must be employed on a regular or provisional certificate contract and for not less than thirty (30) hours weekly. The employee's share of the premium shall be paid by payroll deduction.

D. SURVIVING SPOUSE INSURANCE COVERAGE

In case of the death of an employee, who has been employed full-time by the Board of Education for twelve (12) years or longer, the surviving spouse shall have the option of continuing the health insurance plan provided by the Board of Education. Additional dependents may not be added to the plan after the employee's death. The full cost of the premium is to be paid by the surviving spouse.

ARTICLE VI

COMPENSATION

A. SALARY SCHEDULE

1. The salaries, longevity, and credit compensation rates shall increase as follows:

For the 2020-21 school year rates shall increase by 2%,

For the 2021-22 school year rates shall increase by 1%,

For the 2022-23 school year rates shall increase by 1%,

For the 2023-24 school year rates shall increase by 1%.

2. Salary compensation shall be paid by direct deposit to a financial institution designated by each member of the unit.

3. Promotions and Placement on Scale (Appendix B)

- a. To be considered a promotion, the new position must be at a higher pay grade than the one unit member currently occupies. A simple movement from a 208 day schedule to 12 month schedule at the same grade is not considered a promotion and is a lateral transfer.
- b. The superintendent or his designee will determine the step placement of new unit members on the salary schedule.

- c. Promotions within the unit shall be made in such a manner that the employee promoted shall move to the lowest step necessary to give her/him a pay increase. Final placement for the current year shall be made by moving to the next higher step.
- d. A 208 day person promoted to a higher grade 12-month position will first be converted to the same grade and step on the 12 month scale as they were on the 208 day scale. The procedures in subsection c. above will then be followed.
- e. A 200 day person promoted to a higher grade will be placed on the salary scale as determined by the human resources administrator

4. In the event that a unit member would be transferred to a lower salary classification, for reasons other than discipline or an unsatisfactory evaluation, or the employee's request, the employee's salary shall not be reduced and shall remain the same, until such time that the salary of the new position would become greater than the frozen salary.

B. CREDIT COMPENSATION

1. An employee who holds thirty (30) semester hours of graduate and post graduate level course credit approved by the superintendent, above or in addition to those hours required and used for the master's degree, shall receive \$2,075 in addition to her/his regular salary.

2. An employee who holds sixty (60) semester hours of graduate and post graduate level course credit approved by the superintendent, above or in addition to those hours required and used for the master's degree, shall receive \$3,707 in addition to her/his regular salary.

3. The criteria to be used in granting the above are as follows:

- a. Courses for which credit hours are going to be claimed must be approved by the superintendent prior to the course(s) being taken.
- b. Courses for which credit hours are going to be claimed must be related to the member's assignment.
- c. Courses for which credit hours are going to be claimed need not apply toward an advanced degree.
- d. Credit hours must be verified by an official transcript.

4. An employee who holds a Ph.D. or Ed.D. degree shall receive \$6,753 in addition to her/his regular salary.

C. LONGEVITY STEP

1. After twenty (20) years of experience in Allegany County Public Schools, a Unit II member shall receive additional compensation of \$1,625

2. After twenty-five (25) years of experience in Allegany County Public Schools, a Unit II member shall receive additional compensation of \$1,625.

3. After ten (10) years of service as an A & S member in the Allegany County Public Schools, a Unit II member shall receive additional compensation of \$1,242.

4. For the purpose of this section only, eligibility for longevity pay shall be based on the number of full time equivalent years worked in the Allegany County Public Schools. Full time in this section

means the regular duty day hours times the number of duty days in the school year.

D. MILEAGE

1. An employee who, in order to fulfill her/his job responsibilities as determined by the administration, is required to use their own vehicle to complete those assigned job responsibilities will be paid at the IRS rate per mile for approved mileage/travel. Any adjustment effected by the IRS during the fiscal year will be effective on the first of the month following the official change in Internal Revenue Service regulations.

2. All central or school based personnel authorized on any day to report to a duty station other than the central or school based office to which such person is regularly assigned will be reimbursed for all authorized mileage driven on such day minus two (2) times the distance between such person's home and the central or school office of regular assignment.

3. As a minimum, travel and/or mileage vouchers must be submitted monthly. However, all travel and mileage vouchers outstanding as of the end of a fiscal year (June 30) must be submitted not later than July 15 of the next fiscal year to the Finance Department to be eligible for reimbursement.

E. REIMBURSEMENT FOR COURSE WORK

1. The Board shall reimburse an employee for course work at a rate equal to the current Frostburg State University winter term rate for in-state graduate credit or post graduate credit for up to six (6) hours for each certificate renewal. This rate will be adjusted annually on July 1.

2. If an employee is specifically directed to take a particular course or to participate in a workshop, in-service session, or similar training which has no bearing on recertification, the employee's tuition and textbooks shall be paid for by the Board.

3. The Board shall reimburse an employee with a Bachelor's degree for graduate course work that contributes toward the issuance of a Master's degree for up to six (6) hours per year providing the graduate course program has been approved by the Human Resources department in advance. The rate per credit hour shall be the Frostburg State University winter term in-state graduate credit rate, which shall be adjusted annually on July 1.

ARTICLE VII

RIGHTS AND RESPONSIBILITIES

A. The Board and the Association recognize this Agreement as valid and binding on both parties and constitutes Board policy on salaries, wages, and working conditions until a successor Agreement is negotiated and ratified by both parties.

B. No employee shall be disciplined or deprived of fair treatment without just cause.

C. No employee shall be disciplined in the presence of peers, subordinates or members of the public.

D. No material that is derogatory to an employee's conduct, service, character or personality will be placed in her/his personnel file unless it has been shared with the employee. The employee will also have the right to submit a written response to such material and said response will be attached to the material in the personnel file. Adverse material may be removed after two (2) years upon request of the employee, unless it relates to an issue involving the abuse or sexual harassment of either a student or a fellow employee, in which case the removal of the material may not be requested for a period of five (5)

years.

E. Any serious complaint about an employee that could result in discipline, suspension, and/or termination which is received by the Board or any of its representatives shall be disclosed immediately to the employee unless such disclosure violates applicable law or law enforcement agency practice. Said disclosure shall include all relevant factual details, including the names of all involved parties.

F. The Board and the Association will maintain an electronic master copy of this Agreement available on the Board's and Association's websites.

G. The Association president or designee shall be permitted to draw upon a maximum of fifteen (15) duty days annually for use in Association business. The Association will reimburse the Board for reasonable and actual expenses incurred and paid as a direct result of the utilization of this provision.

H. Announcements of all vacancies of the Allegany County public school system in administration, supervision, special projects, and programs funded by the state and federal government, shall be posted promptly in each Allegany County public school at least ten (10) work days before the application deadline. Each notice shall list the qualifications, duties, and rate of compensation.

ARTICLE VIII

ORGANIZATION DUES

A. The Board shall make a payroll deduction as authorized by the employee for membership dues in the APSASAC and its affiliates.

B. The deduction will be taken each pay period during which such authorization is effective. A maximum of two (2) deductions per month will be deducted for a ten-month pay period.

C. The Association shall notify the Board in writing by August 15 of each year the current bi-weekly rate of membership dues and representation fee rate for the twenty (20) pay periods affected.

D. Within the first five (5) duty days of the subsequent month, the Board shall forward a check payable to the Association for the amount of the dues and fees deducted during the previous month.

E. The Association shall assume full responsibility for the proper distribution of dues and fees received from the Board of Education.

F. Payroll deduction of dues is continuing and cancellation of dues deductions can be effected only by written notice to the Board between August 15 and September 15 each school year. The Board shall advise the Association of such cancellation notice within ten (10) days of receipt of same.

G. Payroll deduction of membership dues and representation fees shall be granted exclusively to the Association.

ARTICLE IX

RATIFICATION

A. It is agreed and understood by the parties hereto that the foregoing document, upon ratification, represents agreement between said parties on all matters in accordance with Section 6-401 et seq, of the Education Article of the *Annotated Code of Maryland*.

B. If any provision or application of this Agreement is held contrary to law by a court of competent jurisdiction, such provision or application shall not be valid and subsisting except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect. The parties will meet not later than ten (10) days after any such holding for the purpose of resolving the provisions affected.

C. If categories which contain requests for funds to support items in this Agreement are reduced by the County Commissioners, further negotiations on these items shall begin within 30 days after the action by the County Commissioners and continue to a conclusion.

ARTICLE X

DURATION

A. Except or otherwise provided herein, all provisions of the Agreement shall be effective July 1, 2020 and shall remain in full force and in effect until June 30, 2024.

B. Effective July 1, 2020, the compensation set forth in Article VI (except D and E) states that the compensation shall be increased by 2% (two percent). Advancement by one step when eligible shall apply.

C. Effective July 1, 2021 the Agreement shall remain in force except for Article V Insurance Benefits and Article VI Compensation A.

D. Effective July 1, 2022, the Agreement will remain in force except for Article V Insurance Benefits and one other item per side.

E. Effective July 1, 2023 the Agreement shall remain in force except for Article V Insurance Benefits, Article VI A. Compensation and one other item per side.

*All negotiations on monetary items are contingent on the availability of funds from all funding authorities as per the Annotated Code of Maryland 6-408.1. In addition, should additional Kirwan funding be received that is specifically allotted to members of this unit, both the Board and Association agree to convene and discuss the disbursement of such funding.

It is hereby further agreed between the parties that these Amendments shall become effective upon their ratification by both parties. The foregoing Agreement for 2020-2024 is hereby ratified this 9th day of June, 2020.

ASSOCIATION OF PUBLIC SCHOOLS
ADMINISTRATORS AND SUPERVISORS
OF ALLEGANY COUNTY

BOARD OF EDUCATION OF
ALLEGANY COUNTY



President



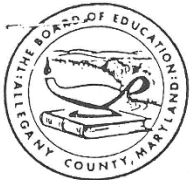
President



Secretary



Interim Superintendent of Schools



Board of Education of Allegany County

108 Washington Street, P.O. Box 1724
Cumberland, Maryland 21502-0439
Telephone (301) 759-2000

Harold J. Winstanley
Superintendent

March 26, 1990

Mr. James Whattam
Maryland State Teachers Association
344 North Charles Street
Baltimore, Maryland 21201-4374

Dear Mr. Whattam:

In response to your letter of March 16 to Mr. James Glass wherein you express the affiliation by APSASAC with NEA-MSTA as the exclusive bargaining agent for administrators and supervisors, we request certification that at least 50% of the membership of this group is enrolled and has paid dues to your organization.

Upon receipt of this certification, we will recognize your organization as the official representative of Unit II under Article 6-405 of the Annotated Code and set up dates for negotiations.

Enclosed is a list of the Unit II membership. At the present time, we have three people on this list who are not certified. The fact has been brought to my attention that they may be identified in the incorrect Unit. We are looking into the matter.

Those excluded from the Unit, due to the nature of their positions, are as follows:

Deputy Superintendent
Supervisor of Finance
Assistant Supervisor of Finance
Supervisor of Personnel
Supervisor of Data Processing

If you have any questions, please contact me.

Yours truly,

Harold J. Winstanley
Superintendent of Schools

HJW:reb

Enclosure

Appendix A

APPENDIX B

**Board of Education of Allegany County
Administrative & Supervisory
2020-2021 Salary Schedule
12 Month Personnel**

Grade 1	Executive Assistant to the Superintendent, Junior Programmer, Payroll Administrative Coordinator, Web Developer
Grade 2	Public Information Officer, Programmer, PC Analyst, Jr. Accountant, Staff Accountant
Grade 3	Accountant, Grants Accountant, Benefits Analyst, Network Analyst
Grade 4	Senior Accountant,
Grade 5	Assistant Supervisor-Spec Ed, Assistant Supervisor-Professional Development, Psychologist, Pupil Personnel Worker, A-P CCTE Assistant Supervisor of School Discipline and Alternative Programs, Assistant Supervisor - Math, Assistant Supervisor Food Services Assistant Supervisor of Accountability and Assessment, Equity Coordinator Assistant Supervisor of Student Support Services and School Safety
Grade 6	Principal West Side, Principal Cash Valley, Principal Westport, Principal Flintstone, Principal Parkside, Principal George's Creek, Principal Frost, Principal Bel Air, A-P Allegany, A-P Fort Hill, A-P Mountain Ridge
Grade 7	Principal Westmar Middle, Principal South Penn, Principal John Humbird Principal Beull Elem., Principal Cresaptown, Principal Northeast, Elementary Supervisors, Federal Programs Supervisor Human Resources Supervisor, Operations Supervisor, Information Technology Supervisor, Food Services Supervisor, Transportation Supervisor, Maintenance Supervisor, Supervisor of Guidance/Pupil Services, Supervisor of Science, Supervisor of English/Foreign Lang. Supervisor of Professional Learning and Supervisor of Secondary Social Studies. Supervisor of Career/Technology Education and Library Media, Supervisor of Finance, Supervisor of Math Supervisor of Microcomputing & Networking,
Grade 8	Principal Mt. Savage, Principal Washington Middle, Principal Braddock Middle, Principal Career Center
Grade 9	Principal Allegany, Principal Fort Hill, Principal Mountain Ridge

208 Day Personnel

Grade 1	
Grade 2	
Grade 3	
Grade 4	
Grade 5	A-P Washington, A-P Braddock, A-P Westmar Middle, A-P Mt. Savage, A-P Alternative School, A-P Elementary Schools as authorized, Assistant Supervisor of Transportation
Grade 6	
Grade 7	
Grade 8	
Grade 9	

200 Day Personnel

Grade 10	Assistant Principal II, Administrator of Restart Program
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**Board of Education of Allegany County
Administrative & Supervisory
2020-2021 Salary Schedule
Appendix C**

Base Salary

12 Month Personnel

	STEPS									
	1	2	3	4	5	6	7	8	9	10
Grade 1	50,379	52,141	53,967	55,855	57,811	59,833	61,928	64,096	66,339	68,661
Grade 2	53,652	55,531	57,474	59,485	61,567	63,721	65,953	68,261	70,650	73,123
Grade 3	57,138	59,139	61,208	63,350	65,568	67,863	70,238	72,695	75,240	77,874
Grade 4	60,854	62,984	65,187	67,470	69,831	72,275	74,805	77,422	80,132	82,939
Grade 5	64,807	67,074	69,422	71,852	74,366	76,969	79,663	82,453	85,338	88,326
Grade 6	68,998	71,413	73,912	76,499	79,178	81,949	84,818	87,786	90,858	94,037
Grade 7	73,469	76,040	78,700	81,456	84,306	87,257	90,314	93,473	96,744	100,130
Grade 8	78,218	80,956	83,790	86,721	89,757	92,899	96,150	99,515	102,999	106,602
Grade 9	83,243	86,157	89,172	92,294	95,524	98,868	102,328	105,909	109,616	113,454

208 Day Personnel

	STEPS									
	1	2	3	4	5	6	7	8	9	10
Grade 5	60,733	62,859	65,059	67,334	69,692	72,130	74,644	77,257	79,961	82,758

200 Day Personnel

	STEPS									
	1	2	3	4	5	6	7	8	9	10
Grade 10	56,351	58,325	60,366	62,479	64,665	66,928	69,271	71,696	74,205	76,802

Days worked by 208 Day employees beyond the school calendar are to be scheduled with the approval of the individual's respective principal or supervisor. A-P's are to work 5 of the extra days in June after school is out.

All the above are eligible for \$1,625 of longevity after twenty years experience in Allegany County Public Schools, plus an additional \$1,625 after twenty-five years in Allegany County Public Schools.

All the above are also eligible for an A&S longevity stipend of \$1,242 after ten years experience in the Allegany County Public Schools as an A&S member.

An individual who holds 30 hours' credit, approved by the superintendent, above or in addition to those hours required and used for the master's degree, shall receive in addition to the regular salary \$2,075

An individual who holds 60 hours' credit, approved by the superintendent, above or in addition to those hours required and used for the master's degree, shall receive in addition to the regular salary \$3,707

An individual who holds a Ph.D. or Ed.D. degree shall receive in addition to their regular salary \$6,753

Days worked by 200 Day employees beyond the school calendar are to be scheduled with the approval of the individual's respective principal or supervisor. A-P's are to work 5 of the extra days in June after school is out.

Any employee in this bargaining unit possessing the designation of Certified Public Accountant and holding an active license in "good standing" shall receive, in addition to their regular salary, a stipend of \$1,308 dollars annually.