

NEGOTIATED AGREEMENT
BETWEEN
THE BOARD OF EDUCATION OF CECIL COUNTY
AND
THE CECIL EDUCATION SUPPORT PERSONNEL ASSOCIATION (CESPA)
July 1, 2023 - June 30, 2028

July 1, 2023

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ARTICLE I

DEFINITIONS, RECOGNITION, GROUND RULES, AND GENERAL PROVISIONS

1.1 Definitions

The following terms used in the Agreement refer to the definitions as written unless otherwise stipulated:

- 1.1.1 Board - The Board of Education of Cecil County
- 1.1.2 Association - The Cecil Education Support Personnel Association (CESPA)
- 1.1.3 *Education Article* - The article refers to the *Education Article of the Annotated Code of Maryland*, as it exists at the time this Agreement is entered into, subject to amendment by the General Assembly.
- 1.1.4 COMAR - This refers to State Board Bylaws and to Title 13A of the *Code of Maryland Regulations*, as it exists at the time this Agreement is entered into, subject to amendment by the Maryland State Board of Education.
- 1.1.5 Unit Member, Employee - All eligible personnel represented exclusively by the Association in the negotiating unit as defined in Article I, Recognition.
- 1.1.6 Support Service Personnel

1.1.6.1 Support Service Personnel include the following:

Accountants	Maintenance Personnel
Alternate School Vehicle Drivers-Non CDL Holder	Office Assistants
Case Workers	Operations Personnel
Certified Nursing Assistants	Paraprofessionals
Certified Occupational/Physical Therapists/Speech	Registered Nurses
Language Pathologist Assistants	Secretarial/Clerical Personnel
Computer Programmers	Sign Language Interpreter Tutor/Braillist
Family Involvement Advisors	Student Support Technician
Food & Nutrition Personnel	Technology Services Personnel
Licensed Practical Nurses	Transportation Personnel

1.1.6.2 Support service personnel, as defined here, excludes part-time employees, temporary employees, substitutes, and other hourly employees as determined by the Board.

1.1.6.3 Full-time employees as referenced in Article 1.1.6.1 are those staff members employed thirty (30) hours or more per week for a 10- or 12-month position.

1.1.6.4 Part-time employees as referenced in Article 1.1.6.1 are those staff members employed less than thirty (30) hours per week, regardless of the number of weeks or months employed. Part-time employees are not unit members and are not parties to this Agreement.

Note: There may be some references to part-time employees in this document for clarification purposes.

1.1.6.5 Temporary employees are employed for a brief period of time for a specific assignment and are not unit members. Temporary employees are not parties to this Agreement.

Note: There may be some references to temporary employees in this document for clarification purposes.

1.2 Recognition

- 1.2.1 The Board of Education, hereinafter referred to as the Board, recognizes the Cecil Education Support Personnel Association, hereinafter referred to as the Association, as the exclusive representative of all employees in the bargaining unit defined in 1.2.2, in accordance with Title 6, Subtitle 5, of the *Education Article of the Annotated Code of Maryland* for all matters related to wages, hours, and other working conditions.
- 1.2.2 The bargaining unit shall include all non-supervisory, non-certificated employees of the Board who work thirty (30) hours or more per week and are referenced in Article 1.1.6.1, excluding non-certificated employees identified as managerial personnel or confidential employees by the Board. For the duration of this Agreement, the rights and/or privileges enumerated herein shall not be granted to any other organization seeking to become the non-supervisory education support employees bargaining agent.

1.3 Ground Rules

- 1.3.1 No later than October 15 of each year, the Board and the Association shall each designate in writing to the other not more than 12 official representatives to serve on its respective negotiating team. If an emergency arises, either team may replace one or more of its members for any session so long as the total number of negotiators on either team does not exceed 12.
- 1.3.2 In any given school year, the meeting to open negotiations on the Agreement shall be held on a mutually acceptable date during the first fifteen (15) workdays of December. All issues proposed for discussion shall be submitted in writing by the Association to the Board of Education's representatives at this first meeting. The Board shall submit in writing to the Association's representatives all additional issues upon which it wishes to negotiate no later than the second meeting. The second meeting shall be called within a reasonable length of time and all necessary subsequent meetings shall be called at times mutually agreed upon by the parties.
- 1.3.3 Negotiations shall terminate on or before January 31.
- 1.3.4 The negotiating team for the Board of Education or the Association may have no more than 12 persons in attendance at any time during negotiating sessions.
- 1.3.5 The Board and Association shall present available, relevant data upon reasonable request to facilitate the exchange of points of view during negotiations and the making of proposals and counter-proposals.
- 1.3.6 Each item shall be reduced to writing and initialed by each chairperson as a tentative agreement on the wording, subject to the approval of the Agreement.
- 1.3.7 When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding of matters agreed upon as the result of negotiations.
- 1.3.8 Each negotiator shall affix his/her signature to two copies of the total Agreement.
- 1.3.9 Copies of the total Agreement shall then be submitted to the Association and to the Board of Education for ratification.
- 1.3.10 After ratification has taken place, each party shall then certify to the other in writing that the Agreement has been ratified.
- 1.3.11 In the event an impasse is reached in negotiating the total agreement on salaries, wages, hours, and other working conditions after full consideration of proposals and counter-proposals, the parties agree to adhere to the impasse process as defined by regulations adopted by the Public School Labor Relations Board (PSLRB) and in compliance with Title 6, Subtitles 4 and 5 et. seq. of the Education Article of the Annotated Code of Maryland.

- 1.3.12 The Board of Education shall take such action upon the Ratified Agreement as is necessary to implement it officially subject to full funding of the education budget by fiscal authorities.
- 1.4 Distribution of Agreement
 - 1.4.1 The Board and the Association agree to equally divide the costs of providing a copy of this Agreement to each employee in the bargaining unit.
- 1.5 General Provisions
 - 1.5.1 The Association and the Board agree that all matters for negotiation for the period of this Agreement have been discussed during negotiations leading to this Agreement and that no additional negotiations shall be conducted on any item whether contained herein or not, except by mutual consent or according to the provision contained herein regarding renegotiations.
 - 1.5.2 Any Board policies controlling wages, hours, and working conditions which are not covered by this Agreement shall continue in effect subject to prior notification of change by the Board.
 - 1.5.3 When ratified by the Board and the Association, this Agreement constitutes policy of the Board and supersedes any existing policy with which it may be in conflict.
 - 1.5.4 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, a decision by any court or the State Board of Education, or State Board of Education bylaw, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
 - 1.5.5 Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the Board and/or Superintendent or in any way abridging or reducing such authority. Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools, and direction of employees are vested exclusively with the Board and/or Superintendent.
 - 1.5.6 In circumstances resulting from civil disorder, national emergency, fire, flood, or other catastrophes beyond the control of the Board, the Association and the Board agree that any provisions of said policies which restrict the Board from taking emergency action for the safety and welfare of all citizens may be suspended for the duration of the emergency.
 - 1.5.7 There shall be no discrimination in the application of this Agreement on the basis of race, color, gender, age, national origin, religion, sexual orientation, or disabling condition.
 - 1.5.8 The Association and the Board agree that, should the receipt of funds be insufficient to implement fully the provisions of this Agreement pertaining to salaries, wages, hours, or conditions of work, those provisions affected by such reduced receipt of funds shall be renegotiated pursuant to statutory provisions outlined in Title 6, Subtitles 4 and 5, et. seq. of the *Education Article of the Annotated Code of Maryland*.
 - 1.5.9 Renegotiations are not subject to any Grievance Procedure.

**ARTICLE II
GRIEVANCE PROCEDURE**

- 2.1 Grievances from support services employees shall be handled pursuant to the following procedures, provided such set forth the issues the party intends to raise and are in writing.
- 2.2 Definitions
 - 2.2.1 A "party-at-interest" is an employee or a group of employees as identified in Article I.

2.2.2 A "grievance" is a claim by a party-at-interest that the party's rights, as the party interprets them according to the provisions contained within this Agreement, have been violated.

2.3 Procedure

2.3.1 Informal Step:

The Association and the Board agree that the resolution of a grievance at the lowest administrative level is desirable; therefore, a party-at-interest with a potential grievance shall first discuss it with the appropriate next-in-line administrator with the objective of resolving the matter informally.

2.3.2 Level One:

If the party-at-interest is not satisfied with the disposition of the grievance at the Informal Step, or if no decision has been rendered within five (5) workdays after presentation of the grievance, the grievant may appeal to the Superintendent of Schools. The grievance must be filed in writing using the grievance form. If the appropriate next-in-line administrator is the Superintendent when the Association is the party-at-interest, the grievance shall be presented to the Superintendent.

2.3.3 Level Two:

If the party-at-interest is not satisfied with the disposition of the grievance, or if no decision has been rendered within ten (10) workdays after the grievance is received by the Superintendent, the aggrieved party-at-interest may appeal in writing to the Board of Education of Cecil County in accordance with Section 4-205 of the *Education Article*.

2.3.4 Level Three:

The decision of the Board of Education of Cecil County may be appealed to the Maryland State Board of Education if taken in writing within thirty (30) days following the decision of the County Board. According to Section 2-205 of the *Education Article*, the State Board of Education shall render the final decision.

ARTICLE III EMPLOYEE RIGHTS AND RESPONSIBILITIES

3.1 Employees shall not be intimidated, restrained, coerced, or discriminated against in the exercise of rights provided under Section 6-512 of the *Education Article*.

3.2 Whenever an employee is required to appear before a principal, immediate supervisor, department head, or the Superintendent or his/her designee for the purpose of discussing suspension or dismissal, the employee shall be given a reasonable opportunity to have a representative of the Association present.

3.3 Discipline shall be defined as a penalty imposed upon an employee or entered into the employee's record outside the routine evaluation process.

3.4 No employee shall be subjected to discipline and/or discharge without just cause. Any employee who has been subjected to discharge or discipline by the Superintendent or designee shall have the right to file an appeal to the Board under Section 4-205(c) of the *Education Article* if filed within thirty (30) days after the discharge or discipline decision is rendered. For disciplinary decisions rendered by a supervisor other than the Superintendent or designee, the employee shall have the right to file an appeal to the Superintendent within thirty (30) days after the disciplinary action is taken. The substance of a discipline and/or discharge decision shall not be subject to the grievance procedure outlined in this Agreement.

3.5 A unit member's private and personal life is not within the appropriate concern of the Board, except to the extent that it may impair the member's effectiveness in the completion of assigned functions.

- 3.6 The Board affirms the principle that all employees have certain responsibilities and rights as citizens. They have the responsibility to vote, to discuss political issues, and, if chosen, to serve on juries appointed by a court and to assist as election judges. They have the right to serve the political party of their choice in capacities such as party workers and to campaign for candidates for elected public office.
- 3.7 No unit member shall exploit students in writing, addressing or distributing political materials, nor shall the property of the Board be used as a political forum to impose personal political views. Unit members shall strive to promote tolerance for the views and opinions of others and for the right of individuals to form and hold differing opinions.
- 3.8 All political activities of unit members must be conducted outside of work hours.
- 3.9 Unit members are entitled to the use of the same facilities that are afforded to any citizen in political activity.
- 3.10 A unit member's position shall at no time be in jeopardy due to the member's political activity, as long as the member adheres to the foregoing policies.
- 3.11 Unit members may be granted leaves of absence, without pay, for time necessary to work at the polls.

**ARTICLE IV
ASSOCIATION PRIVILEGES**

- 4.1 Payroll Deduction of Association Dues
 - 4.1.1 The Association, the exclusive public school employee organization for eligible non-certificated public school employees as determined by the Board of Education, shall provide the Department of Business Services of the Cecil County Public Schools a certified listing of membership not later than October 15. This listing shall include each member's name arranged alphabetically by school with the total amount to be deducted.
 - 4.1.2 Each list shall have attached the original or scanned copy of the authorization form signed by any new individual member. Signed authorization forms shall be arranged alphabetically. Payroll deductions shall be made starting with the first pay in November and ending with the last pay in June. The Superintendent and Association President shall jointly approve the authorization form.
 - 4.1.3 An authorization for the payroll deduction of Association dues shall remain in effect for a period of one (1) school year or the balance thereof and shall renew itself thereafter, from year to year, subject to cancellation of membership during the period from September 1 to September 30. Cancellation of the authorization shall be dated and sent in writing to the Association with an exact duplicate sent to the payroll section of the Department of Business Services of the Board. To be valid, the written, dated cancellation must be received at the Association Office and the payroll section no sooner than September 1 and no later than September 30 of any given school year.
 - 4.1.4 The President and Treasurer of the Association shall attach to the group list a cover letter addressed to the Superintendent of Schools certifying that all lists are correct and that any omission or error on any list is the responsibility of the Association.
 - 4.1.5 The President and Treasurer of the Association shall notify the Department of Business Services in writing not later than the first of the month in which any change is to be made in authorized deductions.
 - 4.1.6 If Association membership is cancelled due to resignation or termination within a school year, the balance of unpaid Association dues shall be deducted from the final salary check issued to the member.

- 4.1.7 In order to hold the Board harmless from disputes arising between the Association and its members or former members regarding the withholding of dues, the Association's authorization form shall clearly indicate that a member's dues shall be deducted in full, even though the individual ceases to be a member of the Association.
- 4.1.8 The Association understands that any dispute resulting from any cancellation of membership and/or any payment of dues to the Association for whatever reason, including an error on the part of Association, the Board, or the unit member, shall be a matter resolved between the Association and the unit member. The Association may forgive the payment of dues for certain reasons.
- 4.1.9 The Board retains no responsibility to provide payment of dues for any unit member whose departure from the Board's employment results in no available funds from which the dues may be deducted. Salary retained by the Board of Education resulting from a unit member's departure from the Board's employment in violation of contract shall not be used for the payment of dues to the Association.
- 4.1.10 In case of authorized leaves of absence without pay status, the Association and the unit member involved shall provide written instructions on necessary payroll adjustment for the payment of dues to the Association.
- 4.1.11 The Board of Education shall remit to the Association at the end of each pay period a check for the total amount of dues collected in that pay period.
- 4.1.12 No other employee organization shall have the privilege of payroll deduction for dues as long as the Association continues to be the exclusive bargaining agent for non-certificated, non-supervisory employees.
- 4.2 The Association shall have access to Board meeting agendas prior to meetings and approved Board minutes following such meetings.
- 4.3 As soon as possible, but no later than October 15 of any school year, the Board shall provide the Association with a list of all employees, which shall include their names, positions, and building assignments grouped by MSEA salary tiers. The Association shall provide the Board with an Association dues matrix by September 15 of any school year. The Board shall provide an updated list to the Association no later than February 1. The Board shall provide the Association a list of employees hired as well as those who resign, retire, or are terminated from the bargaining unit at least on a quarterly basis.
- 4.4 The Board will provide the Association with a list of new support service hires on a monthly basis that includes the employee's name, work location, and position.
- 4.5 Use of Small Parcel Delivery
 - 4.5.1 The Board extends to the Association the use of the small parcel delivery service, without cost, with the understanding that official school materials and correspondence shall always receive priority distribution whenever it is necessary to establish a priority.
 - 4.5.2 The Association shall have the right to place official notices, circulars, and other materials in members' mailboxes. The Association shall be permitted to utilize the school small parcel delivery system for the distribution of official Association notices, provided such distribution does not interfere with the distribution of the materials of the school system.
 - 4.5.3 All materials placed in the small parcel delivery service by the Association, its representatives, or agents acting on behalf of the Association or its affiliates shall be packaged by the Association and clearly labeled as Association materials. The Association representative shall assume responsibility for the delivery of the Association materials within a school or school facility.
 - 4.5.4 The Board shall include the Association Office as a pick up/delivery location on the Small Parcel service schedule. The Board reserves the right to refuse distribution of materials in

bulks that would not be distributed routinely through the small parcel service by the Board if they were the Board's materials.

- 4.5.5 No other employee organization shall have the privilege of small parcel delivery service to non-supervisory support service personnel as long as the Association continues to be the exclusive bargaining agent of eligible non-certificated public school employees.
- 4.6 Use of Internet E-Mail Service
 - 4.6.1 The Association may use the Internet e-mail service provided by the Board for communication with unit members in accordance with Board policies and regulations.
- 4.7 Use of Facilities and Equipment
 - 4.7.1 The Association may use school facilities for meetings, provided such meetings do not interfere with official school activities, in accordance with Board policies and administrative regulations.
 - 4.7.2 Permission for the use of school facilities shall be obtained in advance in writing from the principal of the facility to be used. All requests shall indicate which facilities are to be used, the date and time for use, and the name of the Association agent responsible for the use of the facilities and/or equipment.
 - 4.7.3 The Association shall have access to all school/ work locations and to all unit members, provided that the exercise of this right does not interfere with the educational program and/or department work.
- 4.8 Use of Bulletin Boards
 - 4.8.1 The Association building representative and administrator/department head shall designate adequate space in each building for the purpose of posting Association notices, circulars, newsletters, and other Association business materials.
- 4.9 Liaison Committee
 - 4.9.1 The Association and Board agree that collaborative problem-solving should be informal and on-going throughout the school year. To that end, a Liaison Committee shall be established to address issues and concerns.
- 4.10 Association Leave
 - 4.10.1 The Association may draw upon a bank of twenty (20) leave days per school year for use by one or more members designated by the President of the Association, provided the member has given not less than three (3) workdays advance notice to the Superintendent. The Association shall pay the Board for the cost of a substitute in the event that one is necessary.
 - 4.10.2 The Board shall provide release time, without loss of pay or benefits, up to two (2) work days per school year for the Association, not to exceed four (4) members, to attend the Annual Convention of the Maryland State Education Association (MSEA). Except in case of emergency, no later than ten (10) workdays prior to the date for which release time is being requested, the President of the Association shall certify in writing to the Superintendent the names of official delegates.
- 4.11 The Board shall submit a biweekly dues file electronically to the Association and MSEA.

ARTICLE V EMPLOYEE EVALUATION

- 5.1 The Board shall establish a Support Service Evaluation Committee that will meet at least one time per year and will be compromised of equal representation from each group to review the education

support personnel evaluation process. Any recommendations for changes or modifications will be made to the Superintendent.

- 5.2 An employee shall be given a copy of any written evaluation report of work performance.
- 5.3 No such report shall be placed in the employee's file, or otherwise acted upon, without prior opportunity for a conference with the employee.
- 5.4 Any employee's explanation serving as a clarification concerning said report must be noted in writing, signed, and dated for attachment.
- 5.5 Employee evaluations shall not be subject to the Grievance Procedure.
- 5.6 The critique of a unit member's work should not occur in the presence of students.
- 5.7 The employee evaluation process shall operate in accordance with the guidelines established in the *Educational Support Services Evaluation Handbook*.

ARTICLE VI LEAVE PROVISIONS

6.1 Accidental Personal Injury Leave

- 6.1.1 Unit members who sustain a compensable accidental personal injury or occupational disease arising out of and in the course of assigned duties and which qualifies them for Workers' Compensation, shall be given leave of absence for up to forty-five (45) workdays with full salary and benefits, provided that the member agrees to reimburse the Board for such salary and benefits from and to the extent of benefits received from the Workers' Compensation Fund when such accidental personal injury or occupational disease arising out of and in the course of assigned duties requires the member to be absent from assigned duties, and provided the member reports the injury within seventy-two (72) hours after its occurrence.
- 6.1.2 Compensable accidental personal injuries or occupational diseases which extend beyond the forty-five (45) workday period shall be, at the option of the member, chargeable to the member's accumulated sick leave and/or annual leave, with benefits equal to full salary and benefits, provided that the member agrees to reimburse the Board for such salary and benefits from and to the extent of benefits received from the Workers' Compensation Fund, until the member's accumulated sick leave and/or annual leave is exhausted.
- 6.1.3 If such charge is chosen, a full day shall be charged against accumulated sick leave and/or annual leave for each day of benefits received. Alternatively, no charge shall be made to the member's accumulated sick leave and/or annual leave if the Workers' Compensation benefit option is chosen.
- 6.1.4 In the event of a dispute as to the length of the leave, the Board may require an independent medical examination (IME) by a physician of its choice and at the board's expense. In any case in which the unit member becomes eligible for an extended sick leave, the Board may request that the employee be considered for retirement because of accidental disability.
- 6.1.5 Leave under the Family and Medical Leave Act (FMLA) shall run concurrent with any accidental personal injury leave.

6.2 Annual Leave

- 6.2.1 Twelve (12)-month supporting services employees earn annual leave as follows:
 - 6.2.1.1 Each employee with less than four (4) years employment with the Cecil County Public Schools shall earn annual leave at the rate of ten (10) days per year. Change in a higher accrual rate becomes effective the first day of the calendar month following the month in which the employee completes four (4) years of service.

- 6.2.1.2 With 4 – 10 years of employment with the Cecil County Public Schools, employees earn annual leave at the rate of fifteen (15) days per year.
- 6.2.1.3 With 11 – 15 years of employment with the Cecil County Public Schools, employees earn annual leave at the rate of twenty-two (22) days per year.
- 6.2.1.4 With 16 or more years of employment with the Cecil County Public Schools, employees earn annual leave at the rate of 24 days per year.
- 6.2.1.5 Annual leave shall be recorded in hourly increments based on the standard FTE for each twelve (12) month position.
- 6.2.1.6 Employees are permitted to take annual leave in hourly increments.
- 6.2.2 Approved holidays as identified in the school calendar of the Cecil County Public Schools shall not be considered annual leave.
- 6.2.3 All requests for annual leave must be approved by the next-in-line administrator. Annual leave may be requested at any time during the year. All requests are conditional upon the needs of the school system and should be made as far in advance as possible using the form provided.
- 6.2.4 Upon termination of employment, a unit member shall be paid the current per diem rate for all unused annual leave. In the event of the unit member's death, the payment for all unused annual leave shall be payable to the unit member's estate.
- 6.2.5 Other provisions regarding annual leave are as follows:
 - 6.2.5.1 A unit member may request the next-in-line administrator to grant annual leave in advance of having been earned. Indebtedness of the member for annual leave, which has been advanced before it has been earned, shall be resolved by deducting from the member's salary the per diem rate multiplied by the number of days of advanced annual leave if the member's employment by the Board is terminated.
 - 6.2.5.2 The maximum number of accumulated annual leave days allowable for any unit member shall be no greater than fifty (50) by September 1 of each year excluding those accumulated in July and August. The total may exceed fifty (50) days at other times in the year. Accumulated annual leave in excess of fifty (50) must be used before September 1 of each year or be lost. Annual leave is not advanced at the beginning of the fiscal year.
 - 6.2.5.3 Should the Superintendent determine that due to system demands a unit member is unable to reduce his/her accumulated annual leave to the fifty (50) day maximum prior to September 1, the member shall be granted an extended period not to exceed one (1) year in which to reduce accumulated annual leave to the maximum.

6.3 Leave for Child Care

A supporting services employee may use sick leave for disabilities related to pregnancy and return to her same position as soon as she is medically able. An eligible employee may request a short-term or long-term childcare leave without pay.

6.3.1 Short-Term Child Care Leave

- 6.3.1.1 Upon written request, an employee who has been employed with the Cecil County Public Schools for twelve (12) months and has worked one thousand two hundred fifty (1250) hours in the twelve (12) months preceding his/her requested leave is eligible for up to twelve (12) weeks of unpaid leave pursuant to the Family and Medical Leave Act (FMLA). The twelve (12) week leave period includes the period of time an employee is on leave due to disabilities related to pregnancy.

- 6.3.1.2 In such cases the provisions of Board Policy and FMLA shall apply. In consultation with the employee, the said leave may be adjusted at the Board's option.
 - 6.3.1.3 The request for said leave must be made in writing and received by the Benefits Office thirty (30) calendar days prior to the beginning of any disability.
 - 6.3.1.4 The request shall specify the expected date the leave requested is to commence and the requested length of the leave. The request shall also include a statement from the employee's attending physician identifying the anticipated date and the period of time that the physician certifies that the employee is to be absent from his/her responsibilities due to medical reasons.
 - 6.3.1.5 At the conclusion of the short-term childcare leave, the employee shall be returned to the former position.
- 6.3.2 Long-Term Child Care Leave
- 6.3.2.1 Upon written request, a supporting services employee who has completed a minimum of two (2) years of service to the Cecil County Public Schools shall normally be granted a long-term child care leave, without pay, for the purpose of child care.
 - 6.3.2.2 The long-term child care leave may extend for the remainder of the school year or the remainder of that school year plus the next full school year, not to exceed a total of twelve (12) school months, as specified by the unit member at the time of the written request and agreed to by the Board of Education. Said leave shall begin immediately following the conclusion of any disability leave related to the pregnancy.
 - 6.3.2.3 The request for said leave must be made in writing and received by the Executive Director for Staff Relations & Human Resources thirty (30) calendar days prior to the beginning of any disability.
 - 6.3.2.4 The request shall specify the expected date the leave requested is to commence and the requested length of the leave. The request shall also include a statement from the employee's attending physician identifying the anticipated date and the period of time that the physician certifies that the employee is to be absent from his/her responsibilities due to medical reasons.
 - 6.3.2.5 At the conclusion of the long-term childcare leave, the employee shall be assigned by the Board pursuant to applicable provisions in Article 6.13, Other Leaves of Absence.
 - 6.3.2.6 The Board's obligation to an employee upon return from a long-term child care leave shall be contingent upon receipt of a written notification verified by certified mail or by written acknowledgement of receipt from the Human Resources Office that the employee shall be available and shall assume the responsibilities of an assignment as of the expiration date of the leave.
 - 6.3.2.7 Such written notification shall be received by the Human Resources Office not less than thirty (30) calendar days prior to the expiration of the leave; except when the leave terminates at the end of the school year, such written notification shall be received by the Executive Director for Staff Relations & Human Resources not later than April 1.
 - 6.3.2.8 At the employee's request and at the Board's option, the employee may return to work during the school year of the leave prior to the originally designated conclusion of said leave.
 - 6.3.2.9 An employee who has been granted a long-term child care leave of absence shall

retain in escrow leave for personal illness accumulated to the date such leave began; however, no leave of any kind or experience credit for salary determination shall be earned for the period of the leave.

6.3.2.10 An employee granted a long-term child care leave of absence shall continue as a member of the Board-sponsored insurance groups, provided the member pays the full rates pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

6.3.3 If the need for a short-term or long-term child care leave of absence is negated due to miscarriage or death of the newborn and prior to said leave commencing, and the Board is so notified, the Board shall return the unit member to the former position, or to an equivalent position, with equivalent employment benefits, pay, and other terms and conditions of employment as soon as the unit member is medically able to return to work. If the need for the long-term childcare leave is negated after the leave commences due to miscarriage or death of the newborn and the Board is so notified, the Board shall assign the employee in the first available position for which the employee is qualified as determined by the Board. If the employee does not accept this position, then the Board has no further obligation for the current school year and the employee shall be assigned at the expiration of the leave in accordance with the provisions contained in Article 6.13, Other Leaves of Absence.

6.3.4 An eligible employee upon the legal adoption of a child may request a short-term or a long-term childcare leave pursuant to applicable provisions in Article 6.3, Leave for Child Care.

6.4 Family Bereavement Leave

All employees shall be allowed to take the following temporary leave of absence with pay:

6.4.1 Up to five (5) workdays are allowed following each death in the immediate family. Immediate family is defined as the employee's spouse, domestic partner, child, stepchild, parent, stepparent, parent-in-law, brother, sister, stepbrother, stepsister, grandparent, grandparent of spouse or domestic partner, grandchild, step grandparent, step grandchild, son-in-law, daughter-in-law or any person who has lived regularly in the household of the employee.

6.4.2 Up to two (2) workdays are allowed following the death of an uncle, aunt, niece, nephew, biological parent of an employee's child, brother-in-law, or sister-in-law.

6.4.3 Up to two (2) days of the allowable bereavement leave may be used within six months of the relative's death to attend a burial or memorial service.

6.5 Holiday Leave

6.5.1 Holiday leave shall be granted for no fewer than sixteen (16) holidays in the fiscal year.

6.6 Leave for Legal Summons

6.6.1 When an employee is to be absent due to a court summons, subpoena, or as a witness, a copy of the court summons, subpoena, or letter from the court requesting the employee's presence as a witness must be submitted to the next-in-line administrator.

6.6.2 Salary Conditions:

6.6.2.1 Witness for the Board - When an employee appears as a witness for the Board with or without subpoena, no deduction shall be made to salary or leave.

6.6.2.2 Subpoenaed witness - When an employee appears in court in response to a subpoena to act as a witness for the State or as a witness to a criminal offense, no deduction shall be made to salary or leave.

6.6.2.3 Summons for jury duty - When an employee is drawn for jury duty, the employee shall receive full salary and benefits, provided a written statement is furnished

showing date and time of service from the court.

6.6.2.4 Witness for a private citizen or for a personal court summons - Any court appearance as a voluntary witness for a private citizen or for a personal court summons shall be with no deduction in salary, provided the employee elects to use either available personal leave or annual leave. If personal leave or annual leave is exhausted or not elected, the employee's salary shall be reduced by the per diem rate of the annual salary for each day of absence.

6.6.2.5 When an employee is scheduled to be absent due to court summons, subpoena or as a witness as identified in Article 6.6.2 and such appearance in court is negated or the employee is excused in such time to return to his/her work site for a portion of his/her duty day, the employee is to do so.

6.7 Leave for Meetings or Conferences

6.7.1 Supporting services personnel may be excused from duty with no loss in pay, partial loss of pay, or full loss of pay for the purpose of attending meetings or conferences related to the person's responsibilities as an employee when such participation shall accrue to the benefit of the Cecil County Public Schools.

6.7.2 Such leave may be approved by the Superintendent or designated representative.

6.8 Leave for Military Training

6.8.1 In the event any employee who is a member of an organized State militia or of the Army, Navy, Air, or Marine Reserve shall be ordered to annual duty training, the employee shall be paid his/her regular per diem salary of up to fifteen (15) days with no deduction to any accrued leave of whatever type.

6.8.2 Payments under this policy shall be made only once in any calendar year and shall not be made to any employee who is absent for an entire calendar year while on an approved leave of absence.

6.8.3 When a request for military leave is made during the regular school year, employees must submit a copy of their orders and 10-month employees must submit a statement from the commanding officer verifying the leave cannot be scheduled during the summer months or during non-duty days.

6.8.4 The request and supporting information shall be submitted through the next-in-line administrator to the Executive Director for Staff Relations & Human Resources prior to the onset of the military leave.

6.9 Personal Leave

6.9.1 Employees may be granted up to three (3) workdays of personal leave per year with no loss in salary. Persons employed on or after February 1 may be granted one (1) workday of personal leave.

6.9.2 Unused personal leave shall be added to the unit member's accumulated sick leave as of July 1. Effective July 1, 2000, those unit members employed less than twelve (12) months and not eligible for annual leave may accumulate personal leave up to a maximum of five (5) days.

6.9.3 Employees shall be notified of their personal leave balance every pay period.

6.9.4 Personal leave shall be approved, with at least three (3) workdays advance notice, by the principal or administrative head who shall not require the employee to state a reason for the leave. If, however, an unforeseen circumstance requires absence which could not be approved three (3) days in advance, the reason for the absence shall be stated, and the principal or administrative head may, at his/her discretion, approve the absence as a day of personal leave or leave without pay.

- 6.9.5 Personal leave shall not be taken immediately before or immediately after a holiday or weekday when school is closed, or on a professional in-service day for employees, or at the beginning or at the end of the school year.
 - 6.9.6 The beginning of the school year shall mean the first five (5) duty days for returning teachers and paraprofessionals; the end of the school year shall mean the last five (5) duty days for returning teachers and paraprofessionals.
 - 6.9.7 A holiday period may not be extended by taking personal leave at the beginning of the following week when a holiday falls on a Friday or at the end of the preceding week when the holiday falls on a Monday.
 - 6.9.8 Exceptions to the foregoing restrictions on days to be used for personal leave may be made by the principal or administrative head for circumstances which require the employee's absence on these days.
 - 6.9.9 Personal leave may be denied when, in the judgment of the principal or administrative head, the employee's absence would impair the educational process in that school.
 - 6.9.10 Unit members who work 12-months, may take personal leave in hourly increments.
- 6.10 Leave for Religious Holidays
- 6.10.1 An employee may be granted up to three (3) days of leave for the observance of a religious holiday when schools are not closed, and when the observance of such a holiday is mandated by the employee's religion. Requests for leave should be made through the unit member's next-in-line administrator to the Human Resources Office.
 - 6.10.2 An employee may use personal leave for the observance of religious holidays when schools are not closed for these holidays, and when the employee believes the observance of such holidays is mandated by the employee's religion.
- 6.11 Leave for Self-Improvement
- 6.11.1 A 12-month supporting services employee with three (3) or more years of full-time continuous and consecutive satisfactory service may be granted leave to participate in an education program for self-improvement.
 - 6.11.2 Leave for self-improvement may be granted by the Superintendent or designated representative. Such leave shall be deducted from annual leave earned and/or to be earned by July 1 of the following year. One (1) day of annual leave shall be deducted for each two (2) days of improvement leave granted.
 - 6.11.3 Should an employee granted improvement leave on the basis of annual leave not yet earned in the current fiscal year cease to be an employee of the Board of Education before having earned the annual leave used for self-improvement leave, he/she shall have deducted from his/her salary, or shall otherwise reimburse the Board, an amount equal to the per diem salary for each day of annual leave used and not earned in accordance with the policy on annual leave.
 - 6.11.4 The applicant for self-improvement leave shall submit, through the head of the administrative unit to the Human Resources Office, a written request outlining a planned program and describing the relationship of the course(s) to be taken during the official workday to the current or anticipated responsibilities as a regular employee of the Board of Education. The request shall indicate the beginning and ending dates of the period of leave requested and the number of days requested. The written request should be received by the Human Resources Office not less than ten (10) workdays prior to the first day of leave requested.
- 6.12 Sick Leave
- 6.12.1 All Supporting Services Personnel are eligible for leave for personal illness at the rate of

one (1) day per month, the annual total of which shall be available at the beginning of the fiscal year. Employees hired during the fiscal year shall receive a pro-ration of one (1) day for each month remaining in the fiscal year. Employees must be employed a minimum of fifteen (15) days in their initial month of employment to receive one (1) day of leave for that month.

- 6.12.2 Unused sick leave may be accumulated without limit.
- 6.12.3 Upon retirement as an employee of the Board of Education of Cecil County, an employee shall be paid the member's per diem salary for up to ten (10) days of accumulated sick leave. Employees shall receive additional creditable service for accumulated unused sick leave pursuant to the State Retirement and Pension System of Maryland Sick Leave Conversion Schedule. This accumulated leave cannot be used to make an employee eligible for retirement; however, the leave shall result in additional credit to be applied to the State's original retirement allowance computation. The "per diem salary" is the annual salary for the fiscal year divided by the number of duty days for respective employee groups as stipulated in Article 10.1 Work Year Defined.
- 6.12.4 The Board of Education shall retain the right to require validation of an employee's illness which results in absence from work.
- 6.12.5 Supporting service employees may use up to ten (10) sick leave days per school year for absence due to illness in the immediate family. This includes spouse, child, parent, brother, sister, stepparent, parent-in law, grandparent, great-grandparent, grandchild, or any person who is living regularly in the household of the employee. Such absence shall be deducted from sick leave. Special cases shall be considered by the Superintendent.
- 6.12.6 Supporting services employees shall be notified of their accumulated sick leave balance every pay period.
- 6.12.7 Absences due to an employee's own illness or a family member's illness shall run concurrently with and pursuant to the Board's Family and Medical Leave Act policy.
- 6.12.8 Unit members who work 12-months, may take sick leave in hourly increments.
- 6.12.9 A unit member who has exhausted all sick leave and personal leave may be granted extended sick leave without salary for a period not to exceed ninety (90) calendar days. The applicant for such extended leave, or the head of the member's administrative unit should the applicant be unable, shall request in writing of the Superintendent extended sick leave stating the number of days desired and the nature of the illness. Such requests shall be made within ten (10) calendar days following the expiration of all sick leave and personal leave. The Superintendent reserves the right to request any additional supporting information they deem necessary for consideration of the employee's application. An employee granted leave for extended illness under this provision and who is enrolled as an active member of the insurance groups for which the Board of Education is the policy holder, may continue to be a member of these insurance groups for the period of the leave. The Board may continue to pay the employer's contribution for such coverage for the period of the extended leave. An employee granted leave under this provision who is an active member of the State Retirement and Pension System of Maryland at the time of making application for such leave may continue membership in the System. The employee is responsible for filing the appropriate forms with the State Retirement and Pension System of Maryland which are available from the Human Resources Office.

6.13 Other Leaves of Absence

The Superintendent may grant leaves of absence for various reasons to supporting services employees who have completed a minimum of two (2) years of service to the Cecil County Public Schools pursuant to the following conditions:

- 6.13.1 When a leave of absence has expired, the Board is obligated to assign the supporting services employee to a similar position, provided a vacancy exists.
- 6.13.2 The Board's obligation to a supporting services employee upon return from leave shall be contingent upon receipt of a written notification verified by certified mail or by written acknowledgement of receipt from the Human Resources Office that the employee shall be available and shall assume the responsibilities of an assignment as of the expiration date of the leave.
- 6.13.3 Such written notification shall be received in the Human Resources Office not less than thirty (30) calendar days prior to the expiration of the leave; except when the leave terminates at the end of the school year, such written notification shall be received in the Human Resources Office not later than April 1.
- 6.13.4 A supporting services employee granted a leave of absence within this policy may continue as a member of the Board-sponsored insurance groups, provided the member pays the full rates pursuant to the COBRA.
- 6.13.5 A supporting services employee who has been granted a leave of absence shall retain in escrow leave for personal illness, and annual leave accumulated to the date such leave began; however, no leave of any kind or experience credit for salary determination shall be earned for the period of the leave.
- 6.14 The provisions of Board policy and FMLA shall apply when leave is taken pursuant to FMLA.
- 6.15 Sick Leave Bank
 - 6.15.1 All full-time employees working a minimum of thirty (30) hours or more per week are eligible to contribute to a Sick Leave Bank. General Assistants, part-time employees, and temporary employees such as substitute employees are not eligible for the Sick Leave Bank.
 - 6.15.2 The purpose of the Sick Leave Bank is to provide continued pay to contributing members of the bank for qualifying, incapacitating personal illness during regularly scheduled duty days after regular sick leave has been exhausted.
 - 6.15.3 Support services supervisory personnel are eligible for membership in the Supporting Services Sick Leave Bank.
 - 6.15.4 The rules and regulations under which the sick leave bank operates shall be determined by the Association Executive Board and the Superintendent.
 - 6.15.5 Rules and regulations governing the Sick Leave Bank are available on-line on the Cecil County Public Schools web site or in the Human Resources Office.

**ARTICLE VII
INSURANCE**

7.1 Health Care

- 7.1.1 The Board shall carry a group health protection policy and shall make available to all eligible unit members hospital, surgical, major medical, vision, and dental benefits as provided in the policy.
- 7.1.2 All eligible unit members may receive group health care protection. Some part-time employees may be eligible to receive group health care protection. These part-time employees who work seventeen (17) hours or more but less than thirty (30) hours per week shall pay the full premium rate if they elect to enroll in the group health care program. General Assistants, temporary employees, per diem employees and substitutes are not eligible.
- 7.1.3 The Board shall pay 85% of the cost of the premium of the Board sponsored medical and

dental programs provided this amount does not exceed 85% of the cost of the Board sponsored comprehensive medical, vision, and core dental programs. The remaining cost of the premiums for the medical, vision, and dental programs shall be paid by the unit member.

Employees who wish to opt-out of the Board sponsored insurance plan shall be compensated with an amount determined by the Board.

7.1.4 During the term of this Agreement, a payroll deduction procedure shall be used to obtain the enrollee's contribution to the applicable premium.

7.1.5 If an ACTIVE employee dies while insured, the group health protection policy may be continued for the insured dependent(s) pursuant to COBRA regulations provided the insured dependent(s) satisfies eligibility requirements. For a period of six (6) months, the Board shall continue to pay the Board share of the premium. After six (6) months, the eligible dependent(s) must pay the total premium pursuant to COBRA to remain in the program.

7.1.6 Retiree Health Care

The Board shall pay toward the cost of Board sponsored Group Health Care for those employees retired July 1, 1983, and thereafter, provided the retirees have completed fourteen (14) or more years of creditable service in the Cecil County Public Schools.

7.1.6.1 Employees must be enrolled in the insurance program for a period of one (1) year prior to retirement in order to continue their insurance as a retiree.

7.1.6.2 The payment shall be based on total years of service as follows:

<u>Years of Service in CCPS</u>	<u>Board Contribution</u>
14 - 17	\$3,842
18 - 23	\$5,629
24 - 29	\$6,950
30+	\$8,833

The non-Medicare eligible Board contribution shall remain in effect until the retiree becomes eligible for Medicare, at which time the retiree may be eligible for reduced premium rates for the Board sponsored Health Care Plan. In the event that the Affordable Care Act is repealed, the Board shall offer a Board sponsored Group Health Care plan for non-Medicare eligible retirees and pay toward the cost of this plan at the negotiated amounts.

Once a retiree who participates in the CCPS public-private exchange option becomes eligible for Medicare, he/she is eligible to participate in any fully-insured Medicare Advantage medical plan offered through the BOE and will not be rejected. The Medicare eligible retiree will qualify for Board contributions towards their premiums based on their years of service with Cecil County Public Schools. The Board shall pay toward the cost of this plan as follows:

<u>Years of Service in CCPS</u>	<u>Board Contribution</u>
14 - 17	\$2,382
18 - 23	\$3,152
24 - 29	\$3,508
30+	\$3,942

7.2 Blood Bank

Upon application by the unit member to the Blood Bank of Delaware/Eastern Shore, the Board shall contribute to the initial cost and subsequent membership a sum not to exceed \$5.00 per member per year.

7.3 Term Life

7.3.1 The Board shall make available to each eligible unit member a basic plan of term life insurance including accidental death and dismemberment benefits for one and one-half (1.5) times the unit member's annual salary but no less than \$25,000.

7.3.2 The Board shall pay the unit cost per thousand for 2016-2018 with the amount of coverage determined by the unit member's annual salary in effect as of July 1 of each year.

7.4 Benefits Advisory Committee

The Board shall establish a Benefits Advisory Committee which shall include representatives of the Association appointed by the President. The Benefits Advisory Committee shall meet at least four times per year to discuss, study, and report on suggestions pertaining to the employee benefit plans and costs. Minutes of such meetings shall be available to all members of the Committee.

**ARTICLE VIII
OTHER FRINGE BENEFITS**

8.1 Employee Assistance Program

8.1.1 The Board shall provide an Employee Assistance Program (EAP) for employees who voluntarily seek or are directed by the Board to seek assistance.

8.2 Professional Development

8.2.1 The Board shall pay the full cost of tuition and any other related educational expenses as determined by the Board and incurred in connection with any courses, workshops, seminars, or conferences which a unit member is required by the administration to take.

8.2.2 This provision is not to be applied to persons who must earn credits for certification purposes.

8.2.3 Those unit members assigned to the position of School Nurse are eligible for a stipend to cover the cost of the licensure required by the State of Maryland.

8.3 Retirement

8.3.1 Voluntary Retirement

- 8.3.1.1 Retirement System Participants: Under provisions of the State Retirement System of Maryland, an employee who has attained age sixty (60), regardless of years of creditable service, or has thirty (30) years of creditable service regardless of age, may apply for voluntary retirement.
- 8.3.1.2 Pension System Participants: Under provisions of the State Pension System for employees who were hired prior to July 1, 2011, an employee who has attained age sixty-two (62) with at least five (5) years of eligible service, or age sixty-three (63) with at least four (4) years of eligible service, or age sixty-four (64) with at least three (3) years of eligible service, or age sixty-five (65) or older with at least two (2) years of eligible service, or at least thirty (30) years of eligible service regardless of age, may apply for voluntary retirement.
- 8.3.1.3 Pension System Participants: Under the provisions of the State Pension System for employees who were hired after July 1, 2011, a vested employee who has at least ninety (90) years of combined age and years of eligibility service or at least ten years of eligibility service and are sixty-five (65) are eligible for normal service retirement. An employee must have ten (10) years of eligible service to be vested in the plan.
- 8.3.1.4 Application for retirement should be submitted to the State Retirement and Pension System of Maryland not less than thirty (30) days prior to retirement.

8.3.2 Disability Retirement

- 8.3.2.1 Prolonged or repeated absence because of personal illness or other disability shall be considered sufficient cause to justify a request on the part of the Superintendent that the person apply to the Board of Trustees of the State Retirement and Pension System of Maryland for retirement due to disability.

8.3.3 Service Credit During Leave of Absence

- 8.3.3.1 An eligible member in the State Retirement and Pension System of Maryland granted an approved leave of absence may receive "service credit" for the period of the leave provided he/she pays the employee's contribution to the appropriate State Retirement and Pension System of Maryland.
- 8.3.3.2 It is recommended that the employee contact the State Retirement and Pension System of Maryland, upon return to work, and file the appropriate forms to determine the amount to be contributed for the period of the leave.
- 8.3.3.3 Contributions for the period of the leave are not required unless the employee wishes to have the period of the leave counted as "service credit".
- 8.3.3.4 A member in the Pension System placed on an approved leave for personal illness, maternity, study, or government-sponsored or subsidized employment may continue to earn credit based on hours worked per day at the start of the leave.
- 8.3.3.5 The maximum leave period for which credit can be earned is twenty-four (24) months. The member must contact the retirement coordinator in the Human Resources Office for the appropriate form, which must be filed prior to the starting date of the leave.

8.4 Travel Reimbursement

- 8.4.1 An employee shall be reimbursed for travel by private vehicle in the discharge of official work-related duties other than commuting to and from home and work. Employees shall receive travel reimbursement when required by administration to perform work outside of their normal work schedule, including days when the Central Office is closed.
- 8.4.2 The reimbursement shall be based on the IRS standard business mileage rate in effect at the time the expense is incurred.
- 8.4.3 Reimbursement for mileage is to be approved by the Department Head or Principal on the appropriate travel voucher form prior to submission for payment.

8.5 Tuition Reimbursement

- 8.5.1 The Board of Education shall reimburse any full-time supporting services employee at a rate of 85% of the actual costs, not to exceed \$3,000 per calendar year, for any credits earned which are applicable to an approved planned program working toward an Associate of Arts Degree, an approved trade license status, a Bachelor's Degree, a Master's Degree, Child Development Associate Certification, or a specific course with prior approval by the Human Resources Office.
- 8.5.2 To be eligible for reimbursement, the applicant must be an employee of the Board at the time the course was taken and at the time the reimbursement is to be paid.
- 8.5.3 To receive reimbursement payment, a grade of "C" or above is required. Reimbursement forms, accompanied by official grade slips or transcripts, must be submitted within one (1) year following completion of a course. Reimbursement forms shall be available in all schools and in the Human Resources Office.
- 8.5.4 For employees enrolled in an approved teacher preparation program and upon the prior written approval of the Executive Director for Staff Relations & Human Resources, the Board of Education shall reimburse the supporting services employee up to \$483 per credit hour, not to exceed a maximum in any one (1) calendar year of \$4,347, provided the amount of reimbursement shall not exceed the actual cost for tuition.

ARTICLE IX SALARY AND WAGE PROVISIONS

9.1 Calculation of Work Experience for Placement on Salary Scale

- 9.1.1 A supporting service employee who is currently employed by the Board and reassigned to a higher position classification and assuming new responsibilities shall be placed on the scale in the following manner: One (1) year of comparable, creditable experience earned while in the employ of the Cecil County Public Schools shall equal one step on the appropriate salary schedule. Two (2) years of similar, creditable experience shall equal one step on the appropriate salary schedule.
- 9.1.2 The maximum placement on the new classification scale shall be the last step on that scale. Changes in part-time to full-time status and/or an increase in hours worked in a particular job or in a similar job in another position classification are excluded from this provision. Modifications to this provision may be made by the Executive Director for Staff Relations & Human Resources.
- 9.1.3 In determining placement on the salary scale for new employees with previous experience, one (1) year of comparable, creditable experience shall equal one step on the appropriate salary schedule. Two (2) years of similar, creditable experience shall equal one step on the appropriate salary schedule.
- 9.1.4 The maximum placement on the new classification scale shall be the last step on that scale.

Modifications to this provision may be made by the Executive Director for Staff Relations & Human Resources.

9.1.5 The Human Resources Office shall make determinations as to what shall or shall not be considered comparable, creditable experience.

9.2 Work Experience in Cecil County Public Schools

9.2.1 A person who begins employment between July 1 and January 31 of the following year shall receive credit for one (1) full year of experience if employment continues through June 30.

9.2.2 A person who begins employment between February 1 and June 30, inclusive, during any fiscal year shall remain on whichever step of the salary scale he/she is placed at the time of employment for the full period of the subsequent fiscal year.

9.3 Paraprofessionals and Student Support Technicians Used as Substitute Teachers

9.3.1 Paraprofessionals and Student Support Technicians may serve as a substitute teacher when all other options have been exhausted. Schools should first seek to utilize other teachers within the building and exhaust any available time for any substitutes in the building to provide coverage. Once these two criteria have been met, a Paraprofessional or Student Support Technician may provide substitute coverage at a rate of \$35 per hour, available in 15-minute intervals. Their time per day may not exceed 90 minutes of substitute coverage time.

9.4 Longevity

9.4.1 An incremental salary increase at the approved rate shall be paid to all qualifying supporting services personnel who have completed fourteen (14) years (Longevity I), nineteen (19) years (Longevity II), twenty-three (23) years (Longevity III), and twenty-six (26) years (Longevity IV) creditable service with the Cecil County Public Schools.

9.4.2 The increment for longevity is calculated as of July 1 for 12-month employees and September 1 for 10-month employees. (See appropriate salary schedule.)

9.4.3 Those 12-month and 10-month employees with an anniversary date on or before January 31 of a school year shall have their longevity calculated as of July 1 or September 1 of that school year. (See appropriate salary schedule.)

9.4.4 Those 12-month and 10-month employees with an anniversary date on or after February 1 shall have their longevity calculated as of a July 1 or September 1 of the following school year. (See appropriate salary schedule.)

9.4.5 In calculating longevity credit for Office Assistants, no longevity experience shall be credited for work as a General Assistant prior to July 1, 2004.

Note: In determining longevity for employees, those employees working more than half-time shall receive the full-time increment. Employees working half-time or less shall receive one-half the longevity increment. Refer to Article 10.2, Length of Workday Defined for employee group hours.

9.5 Military Experience

9.5.1 A unit member shall receive experience credit on the appropriate salary scale for each year of military service, provided the member was an employee of the Cecil County Public Schools for at least one (1) year immediately prior to entering the military service and the member resumes employment with the Cecil County Public Schools within one (1) year after discontinuance of military service.

9.5.2 Military service of over one-half year (183 or more days) shall be considered a full year for the purpose of this policy.

9.6 Overtime Work

- 9.6.1 Overtime is defined as work in excess of forty (40) hours in a work week. The Fair Labor Standards Act (FLSA) is the primary federal statute regulating wages, hours, and working conditions. Under FLSA, employees must be paid at least the minimum wage and must be compensated for hours worked in excess of forty (40) hours in a seven (7)-day week.
- 9.6.2 For non-exempt employees entitled to overtime pay, the rate of pay shall be time and one-half (1.5) the employee's regular rate of pay.
- 9.6.3 Compensatory time may be given in lieu of overtime pay to non-exempt employees when work cannot be completed within the week; however, it should be given within the same pay period. Any hours beyond forty (40) hours per week will be compensated at the rate of 1.5 hours for each hour worked.
- 9.6.4 Flex time may be given hour for hour for every hour worked beyond the duty day within the same week provided the total hours worked is less than forty (40) hours.
- 9.6.5 Any overtime or time worked beyond the duty day must be approved by the next-in-line administrator. This time must be recorded and the type of compensation must be approved.
- 9.6.6 Volunteer time does not count as overtime or time worked beyond the duty day. To count as volunteer time for exempt employees all of the following criteria must be met:
 - a. There is no compensation involved
 - b. The employee is truly volunteering without coercion
 - c. The volunteer work must be different from the employee's regular work

The Executive Director for Staff Relations & Human Resources decides if the volunteer work meets the criteria.

9.7 Payment for Advanced Training

- 9.7.1 Operations/Maintenance Personnel who hold a Stationary Engineer's License (3rd or 4th class) issued by the State of Maryland shall be paid a stipend of \$250.
- 9.7.2 A stipend shall be paid to each full-time supporting services employee who presents evidence of having received an Associate of Arts Degree, an approved trade license status equivalent, a Bachelor's Degree, or a Master's Degree at the following rates:

Associate of Arts in a related field	\$750
Trade License Equivalent	\$750
FIT Test	\$650
Bachelor's Degree in a related field	\$1,000
Master's Degree in a related field	\$1,600

9.7.2.1 Determination of whether a degree or a trade license equivalent is in a related field shall be made by the Executive Director for Staff Relations & Human Resources in consultation with the appropriate department head.

9.7.2.2 All increments for advanced preparation are non-cumulative. Employees shall be paid the highest additional increment for which they qualify.

- 9.7.3 A stipend of \$150, \$250, or \$350 respectively shall be paid to Food & Nutrition employees who receive a School Nutrition Association Certification Level I, Level II, Level III, or above. This is in addition to any stipends listed in Article 9.6.2 above.
- 9.7.4 A "certification stipend" of \$500 shall be paid to Paraprofessionals and Family Involvement Advisors who meet requirements for Highly Qualified status. This is in addition to stipends listed in Articles 9.6.2 and 9.6.5.

- 9.7.5 An “assignment stipend” of \$500 shall be paid to Paraprofessionals and Family Involvement Advisors who meet requirements for Highly Qualified status and are assigned to a program subject to Title I regulations. This is in addition to stipends listed in Articles 9.6.2 and 9.6.4.
- 9.7.5.1 Should, at some point, a determination be made that the position or school to which the Paraprofessional is assigned is not required to maintain Highly Qualified status, the Paraprofessional shall not be eligible for the assignment stipend.
- 9.7.5.2 Nothing in this provision shall prohibit the Superintendent’s right to assign and transfer staff as the needs of the school system require.
- 9.7.6 A stipend of \$750 shall be paid to the Lead Secretaries who are assigned to a Title I school. This is in addition to the stipends listed in Articles 9.6.2.
- 9.7.6.1 Should, at some point, a determination be made that the school to which the Lead Secretary is assigned no longer meets the Title I requirements, the Lead Secretary shall not be eligible for the assignment stipend.
- 9.7.6.2 Nothing in this provision shall prohibit the Superintendent’s right to assign and transfer staff as the needs of the school system require.
- 9.7.7 A stipend of \$2,500 shall be paid to Nurses with a BSN designation. This is in lieu of the amount listed under payment for advanced training in Article 9.6.2.
- 9.7.8 A stipend of \$3,000 shall be paid to Nurses with a MSN designation. This is in lieu of the amount listed under payment for advanced training in Article 9.6.2.
- 9.7.9 A certification stipend of \$500 shall be paid to Certified Nurse Assistants who possess an active Certified Medication Aide Certificate. This stipend is in addition to the stipends listed in Article 9.6.2.
- 9.7.10 An annual certification stipend of \$2,000 shall be paid to Registered Nurses who possess the Nationally Certified School Nurse (NCSN) credential issued by the National Board for Certified School Nurses (NBCSN). The NBCSN is the administrator of the Nationally Certified School Nurse (NCSN) credential. This annual stipend shall be pensionable and be included in the unit member’s annual salary. This stipend is in addition to the stipends listed in Article 9.6.2.
- Any Registered Nurse that serves as a delegating authority to a Certified Nurse Assistant will receive a \$2,000 stipend which shall be pensionable and be included in the unit member’s annual salary.
- 9.7.11 Maintenance personnel and groundskeepers shall be eligible to receive a reimbursement of up to \$175 per year for the purchase of safety shoes upon submission of a sales receipt.
- 9.7.12 Operations or maintenance personnel who are identified by the Board to obtain a CDL (Class A or B) shall be paid a stipend of \$500.
- 9.7.13 Determination of certification and amount to be paid shall be made by the Executive Director for Staff Relations & Human Resources. All stipends identified in Article 9.6 except those related to an employee’s assignment and educational degree shall be paid as a lump sum payment upon verification of the employee’s eligibility or continued eligibility for such stipend.
- 9.7.14 A certification stipend of \$250 shall be paid to Technology Personnel who present evidence of possessing an active Technology certificate in a designated specialty area and/or an education program in a specialized Technology area which aligns to his/her/their position, limiting the total number of certifications for reimbursement to four (4). These stipends are in addition to stipends listed in 9.7.2 and are pensionable.

Based upon operational needs, the Director of Technology Services or designee shall designate which Technology certifications qualify for the \$250 stipend referenced above and maintain a list for Human Resources and Business Services.

9.8 Payroll Deductions

The following payroll deductions shall be available to all unit members at their request:

- Association Dues
(as provided for in Article IV, Association Privileges)
- MSEA/NEA Fund for Children and Public Education
- 403(b) and 457(b) Retirement Savings Plans
(as offered and approved by the Board of Education)
- Insurance Programs (as offered and approved by the Board of Education)
- Group Health Care and Benefit Plans
(as offered and approved by the Board of Education)
- Approved Charitable Organizations
- Cecil County School Employees' Federal Credit Union.

9.9 Salary Payment

- 9.9.1 Employees shall be paid an annual salary on a biweekly schedule through a direct deposit arrangement approved by the Board to the bank designated by the unit member.
- 9.9.2 The amount of each biweekly pay shall be equal to the annual salary divided by the number of biweekly payrolls in the fiscal year.
- 9.9.3 Deductions for time without pay are based on the employee's per diem rate of pay.

ARTICLE X OTHER PERSONNEL POLICIES

10.1 Work Year Defined

- 10.1.1 Ten-month School Secretaries work one hundred ninety-nine (199) days. The work schedule established to cover this period of time for any 10-month Secretary shall conform to the following guidelines:
 - 10.1.1.1 The beginning date of employment in any one (1) fiscal year is generally on or before the first day that new employees are scheduled to report to their assigned schools for orientation meetings.
 - 10.1.1.2 The last date of employment in any one (1) fiscal year is generally no earlier than the last scheduled duty day for employees as shown on the School Calendar for Cecil County Public Schools, and no later than June 30 of any fiscal year.
 - 10.1.1.3 Within the limits specified in Articles 10.1.1.1 and 10.1.1.2 above, the specific beginning date and the specific ending date of employment in any given year shall be established by the principal or the department head, with all due consideration given to the secretarial needs of the school or department as well as to the need for providing a work schedule which gives recognition to availability and convenience factors as they affect secretarial personnel.
- 10.1.2 Paraprofessionals, Family Involvement Advisors, Sign Language Interpreters/Braillist, Registered Nurses, Licensed Practical Nurses, Certified Nurse Assistants, Case Workers, Certified Occupational/Physical Therapists/Speech Language Pathologist Assistants, and Student Support Technicians have a work year that is identical with the work year for returning teachers.

- 10.1.3 Food & Nutrition Secretary/Clerical Personnel work the number of days identified for 12-month employees in the school calendar. Kitchen Assistants work one hundred and eighty-six (186) days per year. Finishing Kitchen Lead Assistants work one hundred and eighty-seven (187) days per year. Kitchen Managers work one hundred and eighty-nine (189) days per year.
- 10.1.4 Bus Drivers, Alternate School Vehicle Drivers-Non CDL Holder, and Bus Assistants work each day school is in session for students. Bus Drivers and Bus Assistants assigned to Shore Haven runs work two hundred and twenty (220) days per year.
- 10.1.5 Operations and Maintenance Personnel, Bus Driver Trainer, Bus Driver/Mechanic, Accountants, the Computer Programmer, Technology Services Personnel, and Secretarial/Clerical Personnel not covered in 10.1.1 work the number of days identified for 12-month employees in the school calendar.
- 10.1.6 The number of duty days for unit members returning to employment on a 12-month schedule shall be the number of days identified in the school calendar provided such does not exceed two hundred and forty-five (245).
- 10.1.7 Office Assistants work one hundred ninety-nine (199) days.
- 10.2 Length of Workday Defined
 - 10.2.1 Operations and Maintenance Personnel, Technology Services Personnel, Bus Driver/Mechanic, and Bus Driver Trainer work eight (8) hours per day.
 - 10.2.2 Secretarial/Clerical employees, with the exception of the Central Office Receptionist, work seven and one-half (7.5 hours) hours per day. The Central Office Receptionist will work eight (8) hours per day.
 - 10.2.3 Accountants in Business Services are exempt employees but generally work eight (8) hours per day.
 - 10.2.4 Computer Programmers in Information Services work eight (8) hours per day.
 - 10.2.5 Paraprofessionals, Family Involvement Advisors, Sign Language Interpreter Tutor/Braillist, Registered Nurses, Licensed Practical Nurses, Certified Nurse Assistants, Certified Occupational/Physical Therapists/Speech Language Pathologist Assistants, and Student Support Technicians work seven (7) hours per day.
 - 10.2.6 Bus Drivers and Bus Assistants work the number of hours assigned per day.
 - 10.2.7 Food & Nutrition Personnel work the number of hours assigned per day.
 - 10.2.8 Case Workers work seven and one-half hours (7.5) hours per day.
 - 10.2.9 Office Assistants work six and one half (6.5) hours per day.
 - 10.2.10 Alternate School Vehicle Driver-Non CDL Holder shall be guaranteed 7.5 hours of work per day during the student school year, which includes 40 minutes for completion of paperwork, checking and responding to school system emails, and cleaning and refueling of his/her assigned vehicle.

An Alternate School Vehicle Driver-Non CDL Holder may work less than 7.5 hours per day with the approval of the Supervisor of Transportation or designee.

Note: The hours worked are exclusive of a 30-minute, duty-free lunch period.

10.3 Probationary Status

- 10.3.1 New employees are placed on a probationary status until such time that their job performance is deemed satisfactory or the employee is terminated in accordance with *the*

Educational Support Services Evaluation Handbook.

- 10.3.2 A regular status employee may be placed on probation when job performance is deemed unsatisfactory and remain on such until such time that their job performance is deemed satisfactory or the employee is terminated in accordance with the *Support Services Evaluation Handbook*.
 - 10.3.3 An employee need not be placed on any probation status before being terminated.
- 10.4 Notification of Resignation
- 10.4.1 Supporting services personnel who plan to resign should send a letter of resignation to the Executive Director for Staff Relations & Human Resources through the administrative head of the unit not less than two (2) weeks prior to the last day of duty.
- 10.5 Filling Vacancies
- 10.5.1 In filling vacancies, consideration shall be given first to current employees of the Board.
 - 10.5.2 The unit member who wishes to be considered for a position other than the one the employee currently has may express this interest on the annual letter-of-intent form or submit a letter of application in response to a job posting.
 - 10.5.3 This expression of interest shall not be construed to substitute for a letter of application.
 - 10.5.4 Any employee who is temporarily assigned to the responsibilities of a higher position within the employee's job classification for a minimum of 10 days shall receive an increase in pay for all hours worked, equivalent to the amount they would receive if they were permanently promoted into that higher position. As determined by the Director of Human Resources or designee, any position extending up to six (6) months shall be posted and filled according to our procedures.
- 10.6 Employee Absenteeism
- 10.6.1 Every employee is expected to be on duty on every workday, except when prevented by personal illness, or an unforeseen emergency, or when a leave of absence has been granted. Regular, on-time attendance is an essential function of all positions.
 - 10.6.2 When it is necessary for an employee to be absent for any reason, he/she shall report the absence through the Board's Absence and Reporting System and follow all school or department procedures regarding prior approval requirements or supervisor notification.
 - 10.6.3 Absences shall be recorded on all required forms with proper supporting data as required.
 - 10.6.4 The Board shall retain the right to require an employee to validate an illness which results in absence from work.
 - 10.6.5 Repeated absence without approved leave may be grounds for dismissal.
 - 10.6.6 Employees absent from work for five (5) workdays who have not been granted leave or who have not submitted a letter of resignation may be terminated. In such cases, the employee shall be so informed in writing.
 - 10.6.7 Supporting services personnel absent the day preceding or following approved vacation periods or school holidays shall present written verification of illness from a licensed physician or acceptable practitioner or such other verification required by the Superintendent or designated representative if the absence was due to personal illness, or if the employee was not granted an approved leave of absence. Lack of acceptable verification of absence may result in full loss of salary for each day of absence and other disciplinary actions.

10.6.8 All absence of supporting services employees shall be with full loss of pay, unless otherwise provided for in this Agreement, or as determined by the Superintendent. "With loss of full pay" shall mean that the employee receives no salary for the period covering such absence. When absence with loss of full pay terminates on a Friday or on a day immediately preceding a school holiday for all employees of the same classification, no salary deduction shall be made for the non-duty days following the expiration of the absence.

10.7 Medical Examination

10.7.1 When a medical examination is required of an employee by the Board, the Board shall designate a physician to administer the medical examination at the Board's expense.

10.7.2 If the employee chooses to consult a physician of the employee's choice, who is properly licensed to render a medical opinion of the medical condition being questioned by the Board, the employee shall assume the expense of the examination.

10.8 Transporting Individuals

10.8.1 Unless identified as an essential function of the position, employees of the Cecil County Public Schools shall not be required to transport individuals to or from activities which take place away from the school building or to or from home.

10.9 Use of Alcohol

10.9.1 All personnel are prohibited from reporting to work while under the influence of and from using alcoholic beverages on all property owned by the Board of Education of Cecil County.

10.9.2 Failure to comply with this regulation shall be grounds for dismissal.

10.10 Tobacco Free

10.10.1 The sale or use of tobacco in any form including the use of electronic nicotine delivery systems such as e-cigarettes, e-cigars, e-hookahs, and e-pipes is prohibited in Cecil County Public School buildings, whether owned or leased, at all times (24 hours a day, every day).

10.10.2 In addition, the sale or use of tobacco in any form is prohibited on school grounds during the official school day and on all school buses, whether owned and operated by the school system or contracted, at all times.

10.11 Drug Abuse

10.11.1 All employees of the school system are expected to convey by their actions, deeds, and teaching that they do not in any way encourage or condone drug abuse.

10.11.2 Any proven illegal action relating to drugs by any school system employee shall be grounds for dismissal.

10.12 Dating and/or Sexual Relationships with Students

An individual employed by the Board of Education of Cecil County may not date or have a sexual relationship with any student enrolled in the Cecil County Public School System.

10.13 Emergency School Closing

10.13.1 (10-Month Employees) When all schools are officially closed prior to the regular opening time or the beginning of the regular workday, 10-month, part-time and full-time employees are not required to report for work. The day or days shall be made up in accordance with procedures to comply with the one hundred eighty (180) student-day requirement. When schools have a two-hour delay, 10-month staff are to report to work as soon as possible given road conditions within a two hour window. When schools are closed early for inclement weather, unit members shall remain until the end of the duty day unless otherwise indicated by the Superintendent.

- 10.13.2 (12-Month Employees) When all schools are closed prior to the regular opening time or the beginning of the regular workday because of inclement weather or other emergency reasons, 12-month employees shall report to work as soon as they can. If a 12-month employee cannot get to work, the employee may elect to use annual or personal leave or take a salary deduction. This requirement shall be waived if the Superintendent determines that the Administrative Offices are to be closed for the day.
- 10.13.3 Maintenance and Operations personnel and other emergency staff are expected to report on time for their normal shifts, unless directed to do otherwise by their building principal (designee), department head (designee), or next-in-line administrator.
- Maintenance Snow Plow Operators and Operations employees are defined as essential school employees and deemed to the Board's Inclement Weather Emergency Response Team.
- 10.13.4 When the Administrative Offices are closed due to inclement weather conditions, emergency staff who qualify shall receive overtime or compensatory leave, as determined by the Superintendent or designee, for work in excess of forty (40) hours per week.

10.14 Employee Facilities

- 10.14.1 The Board recognizes that adequate, safe, and clean facilities are necessary in the best interest of students, employees, and the community.
- 10.14.2 The Board shall make every effort, within the fiscal and physical limitations imposed upon it, to provide facilities conducive to quality education and recognized needs of employees.
- 10.14.3 In the event an employee feels that a health and/or safety problem exists, he or she should report it immediately to his or her immediate supervisor. An inspection will be made as soon as possible. The employee shall be advised of the results of the inspection.

10.15 Use of School Property Equipment or Materials

- 10.15.1 No employee shall be permitted the use of public school property, equipment, or materials for personal use outside his/her direct responsibilities and assignment as an employee of the Board of Education of Cecil County without proper authorization from the immediate department head.
- 10.15.2 Unauthorized use of school property, equipment, or materials may be considered grounds for dismissal.

10.16 Personnel Files

- 10.16.1 An employee shall have the right to an appointment, upon request, with an appropriate member of the Administrative Offices to review the non-confidential contents of his/her personnel file.
- 10.16.2 The employee shall have the right to copy documents contained therein. The employee shall also have the right to submit a signed and dated addition to be attached to any material in the employee's file.
- 10.16.3 If an employee wishes to be accompanied by another person or a representative of the Association during such a review, an appointment must be made by contacting the Human Resources Office.
- 10.16.4 The Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents.
- 10.16.5 A unit member shall be notified of any written allegations concerning such unit member's conduct, character, or personality.
- 10.16.6 The unit member shall be given an exact copy of any written allegations. The employee shall also have the right to submit a written answer to such allegations and the answer shall

be reviewed by the appropriate administrator.

10.16.7 If such a written allegation is substantiated and filed in the employee's personnel file, he/she shall have the right to have the written answer about the substantiated allegation filed with the substantiated allegation.

10.16.8 Unsubstantiated allegations shall not be filed in the employee's personnel file.

10.17 Staff Intervention in Disturbances

In emergency situations and to the extent allowable in Section 7-307 of the *Education Article*, employees may take reasonable action necessary to prevent violence on school premises or on a school-sponsored trip, including intervening in a fight or physical struggle that takes place in his/her presence, whether the fight is among students or other individuals.

10.18 Any unit member who has been threatened with physical abuse, death threats or been abused physically in connection with his/her employment shall immediately report the incident to the school administrator or immediate supervisor and complete an Incident Report. Serious incidents involving verbal abuse or outright disrespect shall be reported in a similar manner.

10.19 Professional Appearance

10.19.1 The Board of Education of Cecil County seeks to foster high academic achievement, promote good citizenship, provide an environment conducive to learning, and prepare students for a lifetime of success. The Board believes that employees serve as role models to students and should exercise good judgment by presenting an appropriate, professional appearance in the workplace. Just as overall attitude and instructional competency contribute to a productive learning environment, so do dress and grooming. Dressing appropriately makes a positive statement to students, parents, and the general public and engenders their respect.

10.19.2 All employees shall:

- Reflect and model standards that will encourage student understanding and compliance with the student dress code.
- Dress appropriately according to position and work setting, or environment.
- Present a clean, modest, and professional image.
- Avoid clothing or accessories that distract or disrupt the educational process and/or administrative setting.

10.19.3 Next-in-line administrators shall have the final determination of appropriate dress and appearance for employees working under their supervision

10.20 Employee Supervision

10.20.1 The use of public address, audio systems, security cameras and similar devices shall be strictly prohibited as a means for supervising employees.

ARTICLE XI REDUCTION IN FORCE

If it becomes necessary to separate unit members for reasons not personal to the employee, the following procedures shall apply:

11.1 Examples of reasons not personal to the unit member include changing conditions such as budgetary

allocations at the local, state, or federal level(s); decreasing pupil enrollment; discontinuation or reduction of State or Federal funding for special programs; consolidation or abandonment of a school or schools; abandonment of certain courses of instruction or curriculum revision; and administrative reorganization.

11.2 Job category shall be defined as the general classification of positions within which specific job types are included, e.g., Accountants, Case Workers, Computer Programmers, Food and Nutrition Personnel, Family Involvement Advisors, Maintenance Personnel, Operations Personnel, Office Assistants, Paraprofessionals, School Nurses, Secretarial/Clerical Personnel, Sign Language Interpreter Tutor/Brailist, and Transportation Personnel.

11.3 Type of position shall be defined as a specific group of positions within a job category distinguishable from other groups by virtue of qualifications and duties, e.g., Electrician, Plumber, Instructional Paraprofessional, Special Education Paraprofessional, Network Technician, Operations I Custodian, Finishing Kitchen Lead Assistant, Kitchen Assistant, Bus Driver, and Bus Assistant.

11.3.1 Because of the blending and crossover of responsibilities of Instructional Paraprofessionals and Special Education Paraprofessionals between and among regular education and special education student populations that have evolved as a result of the implementation of the special education inclusion model, these positions shall be regarded as the same “type of position” for purposes of implementing any reduction in force.

11.4 Reduction in Force

The following procedures shall be followed in a reduction in force of classified personnel:

11.4.1 No employee shall be terminated by virtue of his/her position being abolished if a temporary or newly hired probationary employee currently holds the same type of position.

11.4.2 Temporary or newly hired probationary employees in that type of position shall be terminated next in order.

11.4.3 When no temporary or newly hired probationary employee is currently holding the same type of position, the employee with the least seniority in that type of position shall be terminated next in order.

11.4.4 If two or more employees have the same length of service, they shall be ranked in order of their first day of continuous regular employment and then, if necessary, by lot.

11.4.5 The Board shall provide ten (10) calendar days written notice to all affected employees of any potential reduction in force.

11.5 Recall

The following procedures shall be followed for the recall of classified personnel:

11.5.1 Permanent employees whose employment has been terminated as a result of a reduction in force shall be reemployed in cases where future vacancies develop in positions for which they are qualified. The employee who was released most recently being eligible for the first vacancy.

11.5.2 Recall privileges shall exist for a one (1) year period from the official date of termination due to reduction in force.

11.5.3 Recalled employees shall be allowed seventy-two (72) hours after being notified by telephone at the last known telephone number or by mail at the last known address whether or not he/she accepts the position offered and must be available to return to work within ten (10) workdays after notice to report to work.

11.5.4 If an employee has been recalled and rejects the offer of a position, the employee shall be deemed to have waived his/her right to recall status.

**ARTICLE XII
DURATION OF THE AGREEMENT**

12.1 Except as otherwise provided herein, all provisions of this Agreement shall become effective July 1, 2023, and shall remain in full force and in effect until June 30, 2028.

12.1.1 Year 1: FY24 (School Year 2023-2024)

Effective July 1, 2023, in addition to Incremental Step Increases for those who qualify, the salary for all unit members, with the exception of Paraprofessionals, shall be improved at steps one (1) through ten (10) by a COLA of 5%.

Effective July 1, 2023, in addition to Incremental Step Increases for those who qualify, the salary for Paraprofessionals on all lanes of the salary schedule (General Paraprofessionals, Special Education Paraprofessionals, Intensive Needs Paraprofessionals, BSC/RISE Paraprofessionals, and MIP Paraprofessionals) shall be improved at steps one (1) through ten (10) by a COLA of 7%.

Effective July 1, 2023, we agree to move all Operations III Elementary Head Custodians to Operations IV Elementary Head Custodian with no loss of steps.

12.1.2 Years 2 and 3: FY25 and FY26 (School Years 2024-2025 and 2025-2026)

Effective July 1, 2024, in addition to Incremental Step Increases for those who qualify, all salary scales, steps one (1) through ten (10), shall be improved by a COLA of 5%.

Effective July 1, 2025, in addition to Incremental Step Increases for those who qualify, all salary scales, steps one (1) through ten (10), shall be improved by a COLA of 5%.

12.1.3 Years 4 and 5: FY27 and FY28 (School Years 2026-2027 and 2027-2028)

Except as otherwise provided herein, all provisions of this Agreement shall become effective July 1, 2026, and shall remain in full force until June 30, 2028, with reopeners limited to Article IX Salary/Wage Provisions, Article XIII Salary Schedules, and up to three (3) additional articles mutually agreed upon by the Association and the Board of Education. The articles to be opened must be identified and mutually agreed upon on or before November 30 of each bargaining year.

12.2 This Agreement shall be binding on all parties, their successors, and assigns for the duration of the Agreement.

12.3 If an individual contract contains any language that is inconsistent with the Agreement, this Agreement during its duration shall be controlling over the inconsistent language.

12.4 If during the life of this Agreement any administrative rule or regulation or Board policy shall be inconsistent with the provisions of this Agreement, this Agreement during its duration shall be controlling over the inconsistent language in such administrative rules and regulations or Board policy.

ARTICLE XIII

**ARTICLE XIII
ACCOUNTANT SALARY SCHEDULE
JULY 1, 2023 - JUNE 30, 2024**

SALARY STEP	ACCOUNTANT
1	\$ 59,441
2	\$ 60,594
3	\$ 61,748
4	\$ 62,901
5	\$ 64,054
6	\$ 65,208
7	\$ 66,363
8	\$ 67,515
9	\$ 68,669
10	\$ 69,823
LI	\$ 71,323
LII	\$ 72,823
LIII	\$ 74,323
LIV	\$ 75,823

**ARTICLE XIII
COMPUTER PROGRAMMER SALARY SCHEDULE
JULY 1, 2023 - JUNE 30, 2024**

SALARY STEP	COMPUTER PROGRAMMER
1	\$ 66,633
2	\$ 67,945
3	\$ 69,261
4	\$ 70,576
5	\$ 71,888
6	\$ 73,206
7	\$ 74,516
8	\$ 75,833
9	\$ 77,147
10	\$ 78,462
LI	\$ 79,962
LII	\$ 81,462
LIII	\$ 82,962
LIV	\$ 84,462

	Completed Years of Service	Amount
LONGEVITY I	14	\$ 1,500
LONGEVITY II	19	\$ 3,000
LONGEVITY III	23	\$ 4,500
LONGEVITY IV	26	\$ 6,000

- *Longevity I - The increment for longevity at Step 1 will be \$1,500, provided such a person has completed 14 years of service in Cecil County.
- **Longevity II - The increment for longevity at Step 2 will be \$1,500, provided such a person has completed 19 years of service in Cecil County.
- ***Longevity III - The increment for longevity at Step 3 will be \$1,500, provided such a person has completed 23 years of service in Cecil County.
- ****Longevity IV - The increment for longevity at Step 4 will be \$1,500, provided such a person has completed 26 years of service in Cecil County.

**ARTICLE XIII
FAMILY INVOLVEMENT ADVISOR SALARY SCHEDULE
JULY 1, 2023 - JUNE 30, 2024**

SALARY STEP	FAMILY INVOLVEMENT ADVISOR
1	\$ 24,512
2	\$ 25,408
3	\$ 26,309
4	\$ 27,202
5	\$ 28,100
6	\$ 28,998
7	\$ 29,894
8	\$ 30,790
9	\$ 31,690
10	\$ 32,584
LI	\$ 33,809
LII	\$ 35,034
LIII	\$ 36,259
LIV	\$ 37,484

**ARTICLE XIII
SIGN LANGUAGE INTERPRETER TUTOR/BRAILLIST SALARY SCHEDULE
STUDENT SUPPORT TECHNICIAN SALARY SCHEDULE
JULY 1, 2023 - JUNE 30, 2024**

SALARY STEP	SIGN LANGUAGE TUTOR/BRAILLIST STUDENT SUPPORT TECHNICIAN
1	\$ 35,984
2	\$ 36,606
3	\$ 37,229
4	\$ 37,849
5	\$ 38,473
6	\$ 39,095
7	\$ 39,715
8	\$ 40,339
9	\$ 40,958
10	\$ 41,580
LI	\$ 42,805
LII	\$ 44,030
LIII	\$ 45,255
LIV	\$ 46,480

	Completed Years of	Amount
LONGEVITY I	14	\$ 1,225
LONGEVITY II	19	\$ 2,450
LONGEVITY III	23	\$ 3,675
LONGEVITY IV	26	\$ 4,900

- *Longevity I - The increment for longevity at Step 1 will be \$1,225, provided such a person has completed 14 years of service in Cecil County.
- **Longevity II - The increment for longevity at Step 2 will be \$1,225, provided such a person has completed 19 years of service in Cecil County.
- ***Longevity III - The increment for longevity at Step 3 will be \$1,225, provided such a person has completed 23 years of service in Cecil County.
- ****Longevity IV - The increment for longevity at Step 4 will be \$1,225, provided such a person has completed 26 years of service in Cecil County.

**ARTICLE XIII
FOOD & NUTRITION PERSONNEL SALARY SCHEDULE
JULY 1, 2023 - JUNE 30, 2024**

KITCHEN MANAGERS				
SALARY STEP	SS-A	SS-B	MS-A	MS-B
1	\$ 26,780	\$ 31,578	\$ 35,532	\$ 37,226
2	\$ 27,357	\$ 32,257	\$ 36,307	\$ 38,027
3	\$ 27,932	\$ 32,935	\$ 37,081	\$ 38,824
4	\$ 28,505	\$ 33,613	\$ 37,859	\$ 39,624
5	\$ 29,083	\$ 34,294	\$ 38,630	\$ 40,424
6	\$ 29,655	\$ 34,968	\$ 39,410	\$ 41,222
7	\$ 30,235	\$ 35,651	\$ 40,179	\$ 42,024
8	\$ 30,809	\$ 36,328	\$ 40,955	\$ 42,819
9	\$ 31,383	\$ 37,006	\$ 41,732	\$ 43,617
10	\$ 31,956	\$ 37,680	\$ 42,505	\$ 44,420
LI	\$ 33,181	\$ 38,905	\$ 43,730	\$ 45,645
LII	\$ 34,406	\$ 40,130	\$ 44,955	\$ 46,870
LIII	\$ 35,631	\$ 41,355	\$ 46,180	\$ 48,095
LIV	\$ 36,856	\$ 42,580	\$ 47,405	\$ 49,320

PAY GR.	POSITION CLASSIFICATION
SS-A	A 187 days 6 hours per day
SS-B	B 189 days 7 hours per day
MS-A	(800 or less daily participation)
MS-B	(801 or more daily participation)
Multi Site Managers will be paid a stipend of \$500 for each Finishing Kitchen for which they are responsible.	

KITCHEN ASSISTANTS	
SALARY STEP	5.5 HRS.
1	\$ 16,112
2	\$ 16,435
3	\$ 16,757
4	\$ 17,079
5	\$ 17,402
6	\$ 17,724
7	\$ 18,045
8	\$ 18,368
9	\$ 18,690
10	\$ 19,012
LI	\$ 20,237
LII	\$ 21,462
LIII	\$ 22,687
LIV	\$ 23,912

FINISHING KITCHEN LEAD ASSISTANT	
SALARY STEP	5.50 HRS.
1	\$ 19,646
2	\$ 20,070
3	\$ 20,489
4	\$ 20,910
5	\$ 21,332
6	\$ 21,756
7	\$ 22,180
8	\$ 22,601
9	\$ 23,019
10	\$ 23,444
LI	\$ 24,669
LII	\$ 25,894
LIII	\$ 27,119
LIV	\$ 28,344

Kitchen Assistants
scale is based on a work year of 186 days.

Finishing Kitchen Lead Assistants
scale is based on a work year of 187 days.

	Completed Years of Service	Amount
LONGEVITY I	14	\$ 1,225
LONGEVITY II	19	\$ 2,450
LONGEVITY III	23	\$ 3,675
LONGEVITY IV	26	\$ 4,900

- *Longevity I - The increment for longevity at Step 1 will be \$1,225, provided such a person has completed 14 years of service in Cecil County.
- **Longevity II - The increment for longevity at Step 2 will be \$1,225, provided such a person has completed 19 years of service in Cecil County.
- ***Longevity III - The increment for longevity at Step 3 will be \$1,225, provided such a person has completed 23 years of service in Cecil County.
- ****Longevity IV - The increment for longevity at Step 4 will be \$1,225, provided such a person has completed 26 years of service in Cecil County.

**ARTICLE XIII
MAINTENANCE/OPERATIONS PERSONNEL SALARY SCHEDULE
JULY 1, 2023 - JUNE 30, 2024**

PAY GRADES										
SALARY STEP	01A	01	02	03	04	05	06	07	08	09
1	\$ 29,991	\$ 37,487	\$ 40,115	\$ 42,735	\$ 45,362	\$ 47,984	\$ 50,607	\$ 53,233	\$ 55,857	\$ 58,483
2	\$ 30,755	\$ 38,446	\$ 41,071	\$ 43,693	\$ 46,317	\$ 48,944	\$ 51,563	\$ 54,189	\$ 56,814	\$ 59,436
3	\$ 31,519	\$ 39,400	\$ 42,026	\$ 44,650	\$ 47,273	\$ 49,899	\$ 52,522	\$ 55,147	\$ 57,771	\$ 60,393
4	\$ 32,284	\$ 40,358	\$ 42,979	\$ 45,607	\$ 48,229	\$ 50,857	\$ 53,475	\$ 56,103	\$ 58,728	\$ 61,349
5	\$ 33,052	\$ 41,314	\$ 43,941	\$ 46,564	\$ 49,187	\$ 51,809	\$ 54,433	\$ 57,059	\$ 59,684	\$ 62,310
6	\$ 33,817	\$ 42,272	\$ 44,896	\$ 47,521	\$ 50,143	\$ 52,766	\$ 55,391	\$ 58,016	\$ 60,643	\$ 63,265
7	\$ 34,580	\$ 43,226	\$ 45,852	\$ 48,477	\$ 51,098	\$ 53,723	\$ 56,344	\$ 58,975	\$ 61,599	\$ 64,219
8	\$ 35,350	\$ 44,184	\$ 46,807	\$ 49,436	\$ 52,057	\$ 54,682	\$ 57,302	\$ 59,930	\$ 62,555	\$ 65,179
9	\$ 36,116	\$ 45,143	\$ 47,763	\$ 50,390	\$ 53,011	\$ 55,641	\$ 58,262	\$ 60,886	\$ 63,510	\$ 66,135
10	\$ 36,878	\$ 46,099	\$ 48,723	\$ 51,348	\$ 53,969	\$ 56,595	\$ 59,217	\$ 61,846	\$ 64,468	\$ 67,090
LI	\$ 38,378	\$ 47,599	\$ 50,223	\$ 52,848	\$ 55,469	\$ 58,095	\$ 60,717	\$ 63,346	\$ 65,968	\$ 68,590
LII	\$ 39,878	\$ 49,099	\$ 51,723	\$ 54,348	\$ 56,969	\$ 59,595	\$ 62,217	\$ 64,846	\$ 67,468	\$ 70,090
LIII	\$ 41,378	\$ 50,599	\$ 53,223	\$ 55,848	\$ 58,469	\$ 61,095	\$ 63,717	\$ 66,346	\$ 68,968	\$ 71,590
LIV	\$ 42,878	\$ 52,099	\$ 54,723	\$ 57,348	\$ 59,969	\$ 62,595	\$ 65,217	\$ 67,846	\$ 70,468	\$ 73,090

PAY GR.	POSITION CLASSIFICATION	PAY GR.	POSITION CLASSIFICATION
01A	Operations Helper	06	Maintenance VI - Auto Mechanic
01	Operations I - Custodian		Maintenance VI - Electric Motor Repairman
02	Operations II - Custodian		Maintenance VI - Electrician
03	Operations III - Head Custodian - Carver Center		Maintenance VI - Heating Mechanic
	Operations III - Head Custodian - Providence School		Maintenance VI - HVAC Mechanic
04	Maintenance IV - Courier		Maintenance VI - Lead Carpenter
	Maintenance IV - Utility Worker		Maintenance VI - Lead Groundsman
	Operations IV - Head Custodian - Elementary School		Maintenance VI - Lead Painter
05	Operations IV - Head Custodian - Middle School		Maintenance VI - Lead Roofer
	Maintenance V - Security Technician		Maintenance VI - Locksmith
	Operations V - Head Custodian - High School	Maintenance VI - Plumber	
	Operations V - Head Custodian - School of Technology	Maintenance VI - Small Engine Mechanic	
	Operations V - Warehouseman	Operations VI - Operations Coordinator	
		07	Maintenance VII - Electronics Mechanic
		08	Maintenance VIII - Lead Electrician
			Maintenance VIII - Lead Heating Mechanic
			Maintenance VIII - Lead HVAC Mechanic
			Maintenance VIII - Lead Plumber
		09	Maintenance IX - Maintenance Coordinator

	Completed Years of Service	Amount
LONGEVITY I	14	\$ 1,500
LONGEVITY II	19	\$ 3,000
LONGEVITY III	23	\$ 4,500
LONGEVITY IV	26	\$ 6,000

- *Longevity I - The increment for longevity at Step 1 will be \$1,500, provided such a person has completed 14 years of service in Cecil County.
- **Longevity II - The increment for longevity at Step 2 will be \$1,500, provided such a person has completed 19 years of service in Cecil County.
- ***Longevity III - The increment for longevity at Step 3 will be \$1,500, provided such a person has completed 23 years of service in Cecil County.
- ****Longevity IV - The increment for longevity at Step 4 will be \$1,500, provided such a person has completed 26 years of service in Cecil County.

ARTICLE XIII
CNA/LPN/RN PERSONNEL SALARY SCHEDULE
JULY 1, 2023 - JUNE 30, 2024

SALARY STEP	CNA	LPN	RN
1	\$ 27,783	\$ 39,218	\$ 58,826
2	\$ 28,298	\$ 39,943	\$ 60,062
3	\$ 28,821	\$ 40,681	\$ 61,322
4	\$ 29,354	\$ 41,434	\$ 62,549
5	\$ 29,897	\$ 42,202	\$ 63,800
6	\$ 30,450	\$ 42,983	\$ 65,012
7	\$ 31,014	\$ 43,777	\$ 66,247
8	\$ 31,587	\$ 44,587	\$ 67,473
9	\$ 32,172	\$ 45,411	\$ 68,721
10	\$ 32,766	\$ 46,251	\$ 69,992
LI	\$ 33,991	\$ 47,476	\$ 71,217
LII	\$ 35,216	\$ 48,701	\$ 72,442
LIII	\$ 36,441	\$ 49,926	\$ 73,667
LIV	\$ 37,666	\$ 51,151	\$ 74,892

	Completed Years of	Amount
LONGEVITY I	14	\$ 1,225
LONGEVITY II	19	\$ 2,450
LONGEVITY III	23	\$ 3,675
LONGEVITY IV	26	\$ 4,900

Certified Nurse Assistants who were hired on or before March 8, 2022, shall not experience a reduction in pay. For FY 23, these unit members shall receive their current salary plus the Cost-of-Living Adjustment (COLA) negotiated for CESPAs unit members in FY23. For all subsequent years, the salary for Certified Nurse Assistants hired on or before March 8, 2022, shall be improved by the Cost-of-Living Adjustment (COLA) negotiated for all CESPAs unit members until it matches or exceeds an existing step of the CNA Salary Schedule.

- *Longevity I - The increment for longevity at Step 1 will be \$1,225, provided such a person has completed 14 years of service in Cecil County.
- **Longevity II - The increment for longevity at Step 2 will be \$1,225, provided such a person has completed 19 years of service in Cecil County.
- ***Longevity III - The increment for longevity at Step 3 will be \$1,225, provided such a person has completed 23 years of service in Cecil County.
- ****Longevity IV - The increment for longevity at Step 4 will be \$1,225, provided such a person has completed 26 years of service in Cecil County.

**ARTICLE XIII
OFFICE ASSISTANT SALARY SCHEDULE
JULY 1, 2023 - JUNE 30, 2024**

SALARY STEP	10 MONTH OFFICE ASSISTANT 6.5 HOURS	12 MONTH OFFICE ASSISTANT 6.5 HOURS
1	\$ 19,904	\$ 24,283
2	\$ 20,543	\$ 25,064
3	\$ 21,189	\$ 25,851
4	\$ 21,830	\$ 26,632
5	\$ 22,473	\$ 27,418
6	\$ 23,115	\$ 28,200
7	\$ 23,757	\$ 28,985
8	\$ 24,400	\$ 29,769
9	\$ 25,043	\$ 30,552
10	\$ 25,682	\$ 31,334
LI	\$ 26,907	\$ 32,834
LII	\$ 28,132	\$ 34,334
LIII	\$ 29,357	\$ 35,834
LIV	\$ 30,582	\$ 37,334

	Completed Years of	10 Month Longevity (Cumulative)	12 Month Longevity (Cumulative)
LONGEVITY I	14	\$ 1,225	\$ 1,500
LONGEVITY II	19	\$ 2,450	\$ 3,000
LONGEVITY III	23	\$ 3,675	\$ 4,500
LONGEVITY IV	26	\$ 4,900	\$ 6,000

10-MONTH LONGEVITY

- *Longevity I - The increment for longevity at Step 1 will be \$1,225, provided such a person has completed 14 years of service in Cecil County.
- **Longevity II - The increment for longevity at Step 2 will be \$1,225, provided such a person has completed 19 years of service in Cecil County.
- ***Longevity III - The increment for longevity at Step 3 will be \$1,225, provided such a person has completed 23 years of service in Cecil County.
- ****Longevity IV - The increment for longevity at Step 4 will be \$1,225, provided such a person has completed 26 years of service in Cecil County.

12-MONTH LONGEVITY

- *Longevity I - The increment for longevity at Step 1 will be \$1,500, provided such a person has completed 14 years of service in Cecil County.
- **Longevity II - The increment for longevity at Step 2 will be \$1,500, provided such a person has completed 19 years of service in Cecil County.
- ***Longevity III - The increment for longevity at Step 3 will be \$1,500, provided such a person has completed 23 years of service in Cecil County.
- ****Longevity IV - The increment for longevity at Step 4 will be \$1,500, provided such a person has completed 26 years of service in Cecil County.

**ARTICLE XIII
PARAPROFESSIONALS SALARY SCHEDULE
JULY 1, 2023 - JUNE 30, 2024**

SALARY STEP	PARAPROFESSIONAL	SPECIAL EDUCATION PARAPROFESSIONAL	SPECIAL EDUCATION INTENSIVE NEEDS & BSC/RISE PARAPROFESSIONAL	MIP
1	\$ 25,839	\$ 25,839	\$ 26,891	\$ 26,891
2	\$ 26,584	\$ 26,584	\$ 27,636	\$ 27,636
3	\$ 27,331	\$ 27,331	\$ 28,381	\$ 28,381
4	\$ 28,080	\$ 28,080	\$ 29,130	\$ 29,130
5	\$ 28,823	\$ 28,823	\$ 29,878	\$ 29,878
6	\$ 29,572	\$ 29,572	\$ 30,622	\$ 30,622
7	\$ 30,318	\$ 30,318	\$ 31,367	\$ 31,367
8	\$ 31,063	\$ 31,063	\$ 32,115	\$ 32,115
9	\$ 31,810	\$ 31,810	\$ 32,863	\$ 32,863
10	\$ 32,574	\$ 32,574	\$ 33,650	\$ 33,650
LI	\$ 33,799	\$ 33,799	\$ 34,875	\$ 34,875
LII	\$ 35,024	\$ 35,024	\$ 36,100	\$ 36,100
LIII	\$ 36,249	\$ 36,249	\$ 37,325	\$ 37,325
LIV	\$ 37,474	\$ 37,474	\$ 38,550	\$ 38,550

	Completed Years of Service	Amount
LONGEVITY I	14	\$ 1,225
LONGEVITY II	19	\$ 2,450
LONGEVITY III	23	\$ 3,675
LONGEVITY IV	26	\$ 4,900

- *Longevity I - The increment for longevity at Step 1 will be \$1,225, provided such a person has completed 14 years of service in Cecil County.
- **Longevity II - The increment for longevity at Step 2 will be \$1,225, provided such a person has completed 19 years of service in Cecil County.
- ***Longevity III - The increment for longevity at Step 3 will be \$1,225, provided such a person has completed 23 years of service in Cecil County.
- ****Longevity IV - The increment for longevity at Step 4 will be \$1,225, provided such a person has completed 26 years of service in Cecil County.

ARTICLE XIII
CERTIFIED PHYSICAL THERAPIST ASSISTANT SALARY SCHEDULE
CERTIFIED OCCUPATIONAL THERAPIST ASSISTANT SALARY SCHEDULE
SPEECH LANGUAGE PATHOLOGIST ASSISTANT SALARY SCHEDULE
JULY 1, 2023 - JUNE 30, 2024

SALARY STEP	CPT / COT / SLP ASSISTANT
1	\$ 38,808
2	\$ 39,918
3	\$ 41,028
4	\$ 42,142
5	\$ 43,252
6	\$ 44,361
7	\$ 45,476
8	\$ 46,589
9	\$ 47,695
10	\$ 48,808
L I	\$ 50,033
L II	\$ 51,258
L III	\$ 52,483
L IV	\$ 53,708

ARTICLE XIII
CASE WORKER SALARY SCHEDULE
JULY 1, 2023 - JUNE 30, 2024

SALARY STEP	CASE WORKER
1	\$ 41,331
2	\$ 42,412
3	\$ 43,495
4	\$ 44,578
5	\$ 45,658
6	\$ 46,741
7	\$ 47,822
8	\$ 48,904
9	\$ 49,983
10	\$ 51,066
L I	\$ 52,291
L II	\$ 53,516
L III	\$ 54,741
L IV	\$ 55,966

	Completed Years of Service	Amount
LONGEVITY I	14	\$ 1,225
LONGEVITY II	19	\$ 2,450
LONGEVITY III	23	\$ 3,675
LONGEVITY IV	26	\$ 4,900

- *Longevity I - The increment for longevity at Step 1 will be \$1,225, provided such a person has completed 14 years of service in Cecil County.
- **Longevity II - The increment for longevity at Step 2 will be \$1,225, provided such a person has completed 19 years of service in Cecil County.
- ***Longevity III - The increment for longevity at Step 3 will be \$1,225, provided such a person has completed 23 years of service in Cecil County.
- ****Longevity IV - The increment for longevity at Step 4 will be \$1,225, provided such a person has completed 26 years of service in Cecil County.

**ARTICLE XIII
10 & 12 MONTH SECRETARIAL/CLERICAL PERSONNEL SALARY SCHEDULE
JULY 1, 2023 - JUNE 30, 2024**

PAY GRADES						
SALARY STEP	10 MO 01	12 MO 02	12 MO 03	12 MO 04	12 MO 05	12 MO 06
1	\$ 32,557	\$ 38,757	\$ 40,443	\$ 43,817	\$ 47,188	\$ 50,867
2	\$ 33,372	\$ 39,561	\$ 41,249	\$ 44,692	\$ 47,987	\$ 51,744
3	\$ 34,194	\$ 40,364	\$ 42,050	\$ 45,509	\$ 48,790	\$ 52,626
4	\$ 35,016	\$ 41,165	\$ 42,854	\$ 46,328	\$ 49,594	\$ 53,505
5	\$ 35,840	\$ 41,973	\$ 43,658	\$ 47,149	\$ 50,395	\$ 54,383
6	\$ 36,664	\$ 42,774	\$ 44,460	\$ 47,968	\$ 51,201	\$ 55,265
7	\$ 37,486	\$ 43,577	\$ 45,263	\$ 48,786	\$ 52,002	\$ 56,144
8	\$ 38,309	\$ 44,382	\$ 46,065	\$ 49,606	\$ 52,808	\$ 57,026
9	\$ 39,135	\$ 45,184	\$ 46,869	\$ 50,426	\$ 53,608	\$ 57,903
10	\$ 39,957	\$ 45,987	\$ 47,676	\$ 51,245	\$ 54,414	\$ 58,784
LI	\$ 41,182	\$ 47,487	\$ 49,176	\$ 52,745	\$ 55,914	\$ 60,284
LII	\$ 42,407	\$ 48,987	\$ 50,676	\$ 54,245	\$ 57,414	\$ 61,784
LIII	\$ 43,632	\$ 50,487	\$ 52,176	\$ 55,745	\$ 58,914	\$ 63,284
LIV	\$ 44,857	\$ 51,987	\$ 53,676	\$ 57,245	\$ 60,414	\$ 64,784

PAY GR.	POSITION CLASSIFICATION
01	School Secretary I (10 month)
02	Accounting Clerk II Central Office Secretary II School Secretary II (12 month)
03	Accounting Clerk III Central Office Secretary III Central Office Secretary/Receptionist III (8.0 hrs/day) Lead School Secretary III Secondary Guidance Secretary
04	Accounting Clerk IV Central Office Secretary IV High School Bookkeeper/Secretary Lead School Secretary IV
05	Accounting Clerk V Administrative Secretary V Lead School Secretary V
06	Executive Secretary VI Human Resources Generalist

	Completed Years of	10 Month Longevity	12 Month Longevity
LONGEVITY I	14	\$ 1,225	\$ 1,500
LONGEVITY II	19	\$ 2,450	\$ 3,000
LONGEVITY III	23	\$ 3,675	\$ 4,500
LONGEVITY IV	26	\$ 4,900	\$ 6,000

10-Month Longevity

- *Longevity I - The increment for longevity at Step 1 will be \$1,225, provided such a person has completed 14 years of service in Cecil County.
- **Longevity II - The increment for longevity at Step 2 will be \$1,225, provided such a person has completed 19 years of service in Cecil County.
- ***Longevity III - The increment for longevity at Step 3 will be \$1,225, provided such a person has completed 23 years of service in Cecil County.
- ****Longevity IV - The increment for longevity at Step 4 will be \$1,225, provided such a person has completed 26 years of service in Cecil County.

12-Month Longevity

- *Longevity I - The increment for longevity at Step 1 will be \$1,500, provided such a person has completed 14 years of service in Cecil County.
- **Longevity II - The increment for longevity at Step 2 will be \$1,500, provided such a person has completed 19 years of service in Cecil County.
- ***Longevity III - The increment for longevity at Step 3 will be \$1,500, provided such a person has completed 23 years of service in Cecil County.
- ****Longevity IV - The increment for longevity at Step 4 will be \$1,500, provided such a person has completed 26 years of service in Cecil County.

**ARTICLE XIII
TECHNOLOGY SERVICES SALARY SCHEDULE
JULY 1, 2023 - JUNE 30, 2024**

PAY GRADES						
SALARY STEP	01	02	03	04	05	06
1	\$ 53,233	\$ 56,959	\$ 60,682	\$ 64,409	\$ 68,136	\$ 71,865
2	\$ 54,189	\$ 57,915	\$ 61,639	\$ 65,363	\$ 69,092	\$ 72,823
3	\$ 55,147	\$ 58,872	\$ 62,597	\$ 66,322	\$ 70,050	\$ 73,776
4	\$ 56,103	\$ 59,830	\$ 63,552	\$ 67,281	\$ 71,009	\$ 74,733
5	\$ 57,059	\$ 60,783	\$ 64,510	\$ 68,237	\$ 71,965	\$ 75,691
6	\$ 58,016	\$ 61,741	\$ 65,465	\$ 69,193	\$ 72,919	\$ 76,646
7	\$ 58,975	\$ 62,699	\$ 66,425	\$ 70,154	\$ 73,877	\$ 77,603
8	\$ 59,930	\$ 63,655	\$ 67,380	\$ 71,110	\$ 74,836	\$ 78,561
9	\$ 60,886	\$ 64,609	\$ 68,337	\$ 72,064	\$ 75,790	\$ 79,517
10	\$ 61,846	\$ 65,567	\$ 69,294	\$ 73,022	\$ 76,748	\$ 80,475
LI	\$ 63,346	\$ 67,067	\$ 70,794	\$ 74,522	\$ 78,248	\$ 81,975
LII	\$ 64,846	\$ 68,567	\$ 72,294	\$ 76,022	\$ 79,748	\$ 83,475
LIII	\$ 66,346	\$ 70,067	\$ 73,794	\$ 77,522	\$ 81,248	\$ 84,975
LIV	\$ 67,846	\$ 71,567	\$ 75,294	\$ 79,022	\$ 82,748	\$ 86,475

PAY GR.	POSITION CLASSIFICATION
01	Technology Technician I
02	Application Services Technician Technology Technician II
03	Technology Technician III
04	Application Developer I Network Technician I Web Application Technician
05	Application Developer II System Analyst Network Technician II
06	Application Developer III System Analyst II Network Technician III

	Completed Years of Service	Amount
LONGEVITY I	14	\$ 1,500
LONGEVITY II	19	\$ 3,000
LONGEVITY III	23	\$ 4,500
LONGEVITY IV	26	\$ 6,000

- *Longevity I - The increment for longevity at Step 1 will be \$1,500, provided such a person has completed 14 years of service in Cecil County.
- **Longevity II - The increment for longevity at Step 2 will be \$1,500, provided such a person has completed 19 years of service in Cecil County.
- ***Longevity III - The increment for longevity at Step 3 will be \$1,500, provided such a person has completed 23 years of service in Cecil County.
- ****Longevity IV - The increment for longevity at Step 4 will be \$1,500, provided such a person has completed 26 years of service in Cecil County.

ARTICLE XIII
10 MONTH TRANSPORTATION PERSONNEL SALARY SCHEDULE
JULY 1, 2023 - JUNE 30, 2024

BUS DRIVERS - 180 DAY SCALES	
SALARY STEP	7.5 HRS.
1	\$ 26,440
2	\$ 27,199
3	\$ 27,962
4	\$ 28,703
5	\$ 29,446
6	\$ 30,224
7	\$ 30,949
8	\$ 31,711
9	\$ 32,489
10	\$ 33,229
LI	\$ 34,454
LII	\$ 35,679
LIII	\$ 36,904
LIV	\$ 38,129

BUS ASSISTANTS - 180 DAY SCALES	
SALARY STEP	7.5 HRS.
1	\$ 23,788
2	\$ 24,226
3	\$ 24,682
4	\$ 25,156
5	\$ 25,613
6	\$ 26,084
7	\$ 26,558
8	\$ 27,028
9	\$ 27,503
10	\$ 27,927
LI	\$ 29,152
LII	\$ 30,377
LIII	\$ 31,602
LIV	\$ 32,827

	Completed Years of Service	Amount
LONGEVITY I	14	\$ 1,225
LONGEVITY II	19	\$ 2,450
LONGEVITY III	23	\$ 3,675
LONGEVITY IV	26	\$ 4,900

- *Longevity I - The increment for longevity at Step 1 will be \$1,225, provided such a person has completed 14 years of service in Cecil County.
- **Longevity II - The increment for longevity at Step 2 will be \$1,225, provided such a person has completed 19 years of service in Cecil County.
- ***Longevity III - The increment for longevity at Step 3 will be \$1,225, provided such a person has completed 23 years of service in Cecil County.
- ****Longevity IV - The increment for longevity at Step 4 will be \$1,225, provided such a person has completed 26 years of service in Cecil County.

ARTICLE XIII
10 MONTH ALTERNATE SCHOOL VEHICLE DRIVER/PARAPROFESSIONAL PERSONNEL SALARY SCHEDULE
JULY 1, 2023 - JUNE 30, 2024

ALTERNATE VEHICLE DRIVER/PARA	
SALARY STEP	7.5 HRS.
1	\$ 25,976
2	\$ 26,573
3	\$ 27,185
4	\$ 27,809
5	\$ 28,449
6	\$ 29,103
7	\$ 29,772
8	\$ 30,455
9	\$ 31,157
10	\$ 31,873
LI	\$ 33,098
LII	\$ 34,323
LIII	\$ 35,548
LIV	\$ 36,773

	Completed Years of Service	Amount
LONGEVITY I	14	\$ 1,225
LONGEVITY II	19	\$ 2,450
LONGEVITY III	23	\$ 3,675
LONGEVITY IV	26	\$ 4,900

- *Longevity I - The increment for longevity at Step 1 will be \$1,225, provided such a person has completed 14 years of service in Cecil County.
- **Longevity II - The increment for longevity at Step 2 will be \$1,225, provided such a person has completed 19 years of service in Cecil County.
- ***Longevity III - The increment for longevity at Step 3 will be \$1,225, provided such a person has completed 23 years of service in Cecil County.
- ****Longevity IV - The increment for longevity at Step 4 will be \$1,225, provided such a person has completed 26 years of service in Cecil County.

ARTICLE XIII
10 MONTH TRANSPORTATION PERSONNEL SALARY SCHEDULE
JULY 1, 2023 - JUNE 30, 2024

BUS DRIVERS - 220 DAY SCALES	
SALARY STEP	7.5 HRS.
1	\$ 32,316
2	\$ 33,243
3	\$ 34,173
4	\$ 35,080
5	\$ 35,991
6	\$ 36,938
7	\$ 37,827
8	\$ 38,757
9	\$ 39,706
10	\$ 40,615
LI	\$ 41,840
LII	\$ 43,065
LIII	\$ 44,290
LIV	\$ 45,515

BUS ASSISTANTS - 220 DAY SCALES	
SALARY STEP	7.5 HRS.
1	\$ 29,073
2	\$ 29,608
3	\$ 30,166
4	\$ 30,745
5	\$ 31,301
6	\$ 31,880
7	\$ 32,458
8	\$ 33,037
9	\$ 33,614
10	\$ 34,132
LI	\$ 35,357
LII	\$ 36,582
LIII	\$ 37,807
LIV	\$ 39,032

	Completed Years of Service	Amount
LONGEVITY I	14	\$ 1,225
LONGEVITY II	19	\$ 2,450
LONGEVITY III	23	\$ 3,675
LONGEVITY IV	26	\$ 4,900

- *Longevity I - The increment for longevity at Step 1 will be \$1,225, provided such a person has completed 14 years of service in Cecil County.
- **Longevity II - The increment for longevity at Step 2 will be \$1,225, provided such a person has completed 19 years of service in Cecil County.
- ***Longevity III - The increment for longevity at Step 3 will be \$1,225, provided such a person has completed 23 years of service in Cecil County.
- ****Longevity IV - The increment for longevity at Step 4 will be \$1,225, provided such a person has completed 26 years of service in Cecil County.

ARTICLE XIII
12 MONTH TRANSPORTATION PERSONNEL SALARY SCHEDULE
JULY 1, 2023 - JUNE 30, 2024

SALARY STEP	DRIVER INSTRUCTOR
1	\$ 50,607
2	\$ 51,563
3	\$ 52,522
4	\$ 53,475
5	\$ 54,433
6	\$ 55,391
7	\$ 56,344
8	\$ 57,302
9	\$ 58,262
10	\$ 59,217
LI	\$ 60,717
LII	\$ 62,217
LIII	\$ 63,717
LIV	\$ 65,217

	Completed Years of Service	Amount
LONGEVITY I	14	\$ 1,500
LONGEVITY II	19	\$ 3,000
LONGEVITY III	23	\$ 4,500
LONGEVITY IV	26	\$ 6,000

- *Longevity I - The increment for longevity at Step 1 will be \$1,500, provided such a person has completed 14 years of service in Cecil County.
- **Longevity II - The increment for longevity at Step 2 will be \$1,500, provided such a person has completed 19 years of service in Cecil County.
- ***Longevity III - The increment for longevity at Step 3 will be \$1,500, provided such a person has completed 23 years of service in Cecil County.
- ****Longevity IV - The increment for longevity at Step 4 will be \$1,500, provided such a person has completed 26 years of service in Cecil County.

APPENDIX

Memorandum of Understanding between the Cecil Education Support Personnel Association and the Board of Education of Cecil County

CESPA and the BOE will convene a workgroup with equal representation between the BOE and the Association to examine and define Technology Technicians role, responsibilities, and opportunity for advancement. This would include: Technology Technicians, Application Developers, Network Technicians, Web Application Technician, and Systems Analyst. This work shall begin once an agreement is ratified, with the goal of providing a viable career pathway. The association president shall appoint the unit members who will serve on this committee.

Memorandum of Understanding between the Cecil Education Support Personnel Association and the Board of Education of Cecil County

The Cecil Education Support Professionals Association (CESPA) and the Board of Education of Cecil County (BOE) agree to the inclusion and incorporation of the following positions as part of the bargaining unit represented by CESPA as follows.

Unit Recognition – Article 1.1.6.1

- The new bargaining unit positions that fall under the Technology Personnel job category are:
 - Application Services Technician
 - Systems Analyst 2
 - Network Technician 3

Payment for Advanced Training – Article 9.7.14

- A certification stipend of \$250 shall be paid to Technology Personnel who present evidence of possessing an active Technology certificate in a designated specialty area and/or an education program in a specialized Technology area which aligns to his/her/their position, limiting the total number certifications for reimbursement to four (4). These stipends are in addition to stipends listed in 9.7.2 and are pensionable.

- Based upon operational needs, the Director of Technology Services or designee shall designate which Technology certifications qualify for the \$250 stipend referenced above and maintain a list for Human Resources and Business Services.

Work Year Defined – Article 10.1.5

- Operations and Maintenance Personnel, Bus Driver Trainer, Bus Driver/Mechanic, Accountants, the Computer Programmer, Technology Services Personnel, and Secretarial/Clerical Personnel not covered under 10.1.1 work the number of days identified for 12-month employees in the school calendar.

Salary Schedule: Article 13

- The position of Application Services Technician shall be classified as a Pay Grade 2 on Technology Services Salary Schedule.
- The position of Systems Analyst 2 shall be classified as a Pay Grade 6 on the Technology Services Salary Schedule.
- The position of Network Technician 3 shall be classified as a Pay Grade 6 on the Technology Services Salary Schedule.
- Systems Analyst 2, Network Technician 3, and Application Services Technician staff shall be placed on the FY24 Salary Schedule in accordance with procedures noted in Articles 9.1 and 9.2 of the Negotiated Agreement.

The provisions stated in this Memorandum of Understanding (MOU) shall be effective July 1, 2023.

**Memorandum of Understanding
between the
Cecil Education Support Personnel Association
and the
Board of Education of Cecil County**

The Cecil Education Support Personnel Association (CESPA) and the Board of Education of Cecil County (BOE) agree that the Board will operate on a four-day compressed workweek schedule for eight (8) weeks between June 19, 2023, and August 17, 2023. During this period, each employee's standard weekly hours will be distributed over four days instead of five, allowing all CCPS buildings to be closed on Fridays. The eight weeks impacted by this change are as follows:

<u>Work Week</u>	<u>Dates</u>
1	June 19-22, 2023
2	June 26-29, 2023
3	July 10-13, 2023
4	July 17-20, 2023
5	July 24-27, 2023
6	July 31-August 3, 2023
7	August 7-10, 2023
8	August 14-17, 2023

The week of July 3 through July 7, 2023, will be made up of four standard hour days and the buildings will be closed Tuesday, July 4, 2023, to celebrate the holiday.

During the compressed work week period, employee schedules will be established by their next-in-line supervisor to meet the needs of the department or school. Generally, eight (8) hour employees will work (10) hours per day and seven and one-half (7.5) hour employees will work 9.375 hours exclusive of a duty free lunch. There shall be flexibility in establishing schedules for those employees that demonstrate a hardship that requires an accommodation. Employee absences will be recorded as follows:

<u>Eight (8) Hour Employees</u>	<u>Seven and One-Half (7.5) Hour Employees</u>
1.25 Days = 10 Hours	1.25 Days = 9.375 Hours
1.00 Days = 8 Hours	1.00 Days = 7.5 Hours
0.5 Days = 4 Hours	0.5 Days = 3.75 Hours
0.25 Days = 2 Hours	0.25 Days = 1.875 Hours

During the four-day compressed workweek, the Board will continue to follow CCPS Regulation ECF-RA, Conservation of Energy, to allow the district to conserve energy while still adhering to the 72-78 degrees cooling month temperature range for occupied spaces. The duration of the provisions stated in the Memorandum of Understanding (MOU) shall be in effect until August 17, 2023. The articles stated above are open to the grievance procedure.

**Memorandum of Understanding
between the
Cecil Education Support Professionals Association
and the
Board of Education of Cecil County**

The Cecil Education Support Professionals Association (CESPA) and the Board of Education of Cecil County (BOE) agree to enhance retiree healthcare for those employees with 30+ years of service with CCPS in the following manner:

7.1.6: The Board shall pay toward the cost of Board sponsored Group Health Care for those employees retired July 1, 1983 and thereafter, provided the retirees have completed fourteen (14) or more years of creditable service in the Cecil County Public Schools.

7.1.6.2: Employees must be enrolled in the insurance program for a period of one (1) year prior to retirement in order to continue their insurance as a retiree. The Board will evaluate its subsidy to Retiree Health Care each year. Any recommended changes will be discussed with the Association President or his/her designee.

7.1.6.2: The payment will be based on total years of service as follows:

Years of Service <u>in CCPS</u>	Board <u>Subsidy</u>
14-17	\$3,842
18-23	\$5,629
24-29	\$6,950
30+	*\$8,833 or 85%

*The Board will pay 85% of the Public Exchange plan premium for retirees with 30+ years of service, with CCPS, who are non-Medicare eligible. A retiree who elects a plan on the Public Exchange that has a monthly premium less than the \$8,833 yearly subsidy will receive the \$8,833 stipend with the balance of the monies being held in an employer sponsored Health Reimbursement Account (HRA).

A retiree with 30+ years of service with CCPS who elects to enroll in a non-CCPS spouse's benefit plan, while not Medicare eligible will receive the \$8,833 subsidy contributed to the employer sponsored HRA.

Retirees with 14-17, 18-23, and 24-29 years of service with CCPS will receive the subsidy indicated above to apply towards premiums for medical plans elected benefits through the Public Exchange, or a spouse's employer's plan. The HRA may also be used for qualified out-of-pocket, eligible medical expenses. If retirees in these bands of service elect to participate in benefits from their spouse's employer's plan, they will receive the identified amount above deposited into an HRA. This money may not be applied to premium costs as it is prohibited by law unless the monthly medical premiums are paid for using post-tax dollars.

The HRA funds are used to offset any out-of-pocket, eligible medical expenses noted in Internal Revenue Service Code (IRS), Section 213 (d) such as healthcare premiums, co-payments, deductibles, prescription drugs, and dental/vision expenses. Any unused HRA funds will rollover from plan year to plan year. The Board and the third-party administrator will administer the HRA in accordance with IRS guidelines. The CCPS Retiree Benefits Reference Guide and the HRA Summary Description Plan (SDP) may also be utilized to obtain further clarification.

The non-Medicare eligible retiree Board contribution shall remain in effect until the retiree becomes eligible for Medicare, at which time the retiree may be eligible for reduced premium rates from the Board sponsored Health Care Plan. In the event that the Affordable Care Act is repealed, the Board shall offer a Board sponsored Group Health Care plan for non-Medicare eligible retirees and pay toward the cost of this plan at the negotiated amounts.