



Washington County Public Schools **NEGOTIATED AGREEMENT**

between the
Board of Education of Washington County
and the
**Washington County Educational
Support Personnel, Inc. (MSEA/NEA)**



Building a
COMMUNITY
that inspires curiosity, creativity &
ACHIEVEMENT.
WASHINGTON COUNTY PUBLIC SCHOOLS

2017 - 2023
Wages Effective
July 1, 2021

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BETWEEN THE

**BOARD OF EDUCATION OF
WASHINGTON COUNTY**

AND THE

**WASHINGTON COUNTY
EDUCATIONAL SUPPORT
PERSONNEL, INC.
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LABOR-MANAGEMENT RELATIONSHIP

ARTICLE 1 PHILOSOPHY

- 1.1 Philosophy** -- The Board of Education of Washington County ("Board") and the Washington County Educational Support Personnel, Inc. ("WCESP" and/or "Association") recognize that the development of a quality educational program for the children of the county is a joint responsibility, which can be best achieved by agreement that both parties work toward common goals. The Board and WCESP enter into this Negotiated Agreement ("Agreement") with mutual dedication, recognizing that the experience, creativity, and judgment of both parties are necessary to meet the educational needs of the community. We mutually pledge to follow this Agreement with patience, understanding, and goodwill.
- 1.2 Partnership Agreement** -- WCESP and WCPS jointly share the responsibility of cultivating and supporting the conditions necessary to educate WCPS students and prepare them to successfully navigate the challenges of the twenty-first century. The agreement between WCESP and WCPS supports this pursuit and outlines the rights, responsibilities, and working conditions for bargaining unit members. Further, through this document, we collectively acknowledge our mutual endeavor to foster and support a positive learning environment that promotes the academic, civic, and social success of all students. We recognize that the accomplishment of this goal requires both parties to be accountable and adaptable in order to meet the ever-changing needs of today's learners. In addition, open dialogue, a cooperative spirit, and a deep respect for diverse viewpoints act as essential elements of this partnership. Each party to this agreement is fully committed to addressing issues of concern and resolving them in a manner that ensures all WCPS students achieve their highest potential.

ARTICLE 2 WCESP RIGHTS AND RESPONSIBILITIES

- 2.1 Participation** -- There will be no reprisals of any kind taken against any employee by reason of his/her membership, non-membership, or participation in WCESP by either the Association, its members, the Board, or the Board's employees.
- 2.2 Information to WCESP** -- Upon request, WCESP will be provided with the names and work locations of all new employees and all retiring employees provided that such information is available.
- A. The Board will provide WCESP with a copy of all policy changes or directives which affect support personnel. Further, the Board will provide to the Association any memoranda or communications, which are not otherwise non-disclosable, that in any way relate to members or units of employees covered by this Agreement.
- B. Lists of Employees -- Within a reasonable time after a written request, the Board shall provide once each year a list of names of employees and such other information as is available which is not considered confidential under existing statutes. For new employees, the same data shall be provided soon after date of hire.
- 2.3 Use of Building** -- WCESP shall have the right to use school buildings for any lawful, non-commercial, non-political purpose without cost, except for necessary expenses incurred as a result of the activity. Such use shall be by prior arrangement with the appropriate school officials with no interference to school operation.
- 2.4 WCESP Communication** -- Inter-school communication and delivery systems may be used by WCESP for the distribution of newsletters and other such material of a non-bulk and non-political nature.

- 2.5 Dues Deduction** -- The employer will deduct from the pay of each employee covered by this Agreement all WCESP dues, provided that at the time of such deduction there is in the possession of the employer a written authorization validly in effect. An employee's written authorization shall be irrevocable for a period of one (1) year and shall renew itself thereafter, from year to year, subject each year to revocation in writing received by the Board and WCESP prior to September 1st; such revocation shall be effective on September 15th following. The deductions shall be made in nineteen (19) equal installments beginning with the salary check issued on or about September 15th of each year. In case of a resignation within a school year, the balance due that year will be deducted from the final salary check issued to the employee. No later than September 15th of each year, the Board will provide WCESP with a list of those bargaining unit employees who have authorized dues deductions. The Board agrees to transmit to WCESP within seven (7) workdays after the last pay date of each month all dues deducted pursuant to this section. WCESP will furnish the authorization forms, the design of which will be approved by the Board. WCESP shall accept full liability for any claims of any employee that arise out of, or by reason of, any action taken by the Board for the purpose of complying with any provisions of this section.
- 2.6 Association Access** -- The Association will be granted up to twenty-five (25) minutes once a year at each department's professional development in-service or regularly scheduled meeting to promote the benefits of association membership and will not contain or share politically oriented materials. Scheduling of presentations will be coordinated between the department supervisor, the Director of Human Resources and the Association President or designee. Presentations will be conducted in a professional manner and will not criticize the Board of Education, its employees or policies. Further, WCPS will have the right to review agendas, talking points, and presentation materials prior to each meeting.
- 2.7 School Calendar** -- WCESP shall have two (2) representatives on the Board Calendar Planning Committee.
- 2.8 WCESP Visits** -- Representatives of WCESP shall be permitted to meet with employees covered by the Agreement as specified in Article 2.11 on Board property before and after the workday and during lunch if there is no interruption to the work schedule as determined by the on-site supervisor. Prior to arrival at the worksite, the representative shall confer with the principal or the on-site supervisor to determine arrangements for the visit.
- 2.9 Bulletin Boards** -- A reasonable portion of existing administrative or employee bulletin board space shall be designated for display of WCESP materials.
- 2.10 WCESP Leave** -- WCESP requests for up to four hundred (400) hours of leave for the performance of WCESP business without loss of pay or benefits to those individual members of WCESP using leave hours as authorized by the President shall not be unreasonably denied. WCESP shall reimburse the Board for the actual hiring of a substitute to replace the WCESP member while on leave. WCESP shall not reimburse the Board when a WCESP representative or representatives is/are requested by the Board to participate in a meeting. The WCESP President, upon request, shall be granted release time from their position with the school system for the length of his/her elected presidency of WCESP pursuant to the following terms and conditions:
- For the purpose of this Negotiated Agreement, one (1) year of the President's term shall be from July 1st through June 30th.
 - The Association shall submit a request for continuation of the release time to the Board by May 1st prior to the expiration of the President's term in office.

- Following the first meeting of the Association President and the Board of Directors, the President shall provide the Superintendent with a written report detailing WCESP's goals, focus, and priorities for that school year.
- At least twice a year, the President and Superintendent shall meet to discuss topics of mutual interest.
- WCESP understands and agrees that the Board shall contribute no compensation toward the President's total salary and benefits. The Association shall reserve the right to deviate the President's work year from the one outlined in the Negotiated Agreement by communicating its intent to the Superintendent in writing or by email no later than June 1st of each school year. WCESP shall remain responsible for one hundred percent (100%) of the total cost of the President's salary and benefits for any increased time to the regular work year.
- The Association President shall report all absences in the same manner as any regular bargaining unit member.
- The Association shall reimburse the Board for the President's salary and fringe benefits in three (3) increments each school year: December 15th, March 15th, and June 15th.
- The President shall have his/her place on the salary scale advanced at the rate of an employee on active status.
- Upon expiration of his/her term in office, the President shall be guaranteed a position within the bargaining unit for which he/she is qualified and approved. Said position shall, if possible, be similar to the one held prior to assuming the presidency. If necessary, the least senior person in the same classification will be excessed.

2.11 Designation -- Pursuant to Title 6, Subtitle 5, of the Education Article of the Annotated Code of Maryland, the Board recognizes WCESP as the exclusive negotiating agent for all support personnel of the Washington County Public Schools ("WCPS") with regard to all matters relating to salary, wages, hours and other working conditions.

A. *Employees Covered Under This Agreement (new job titles will be added upon written notice to WCESP and annually)*

- Accounting Clerk (8)
- Accounts Payable Clerk (8)
- Administrative Secretary I (7)
- Administrative Secretary II (8)
- Administrative Secretary III (9)
- Assistant Payroll Specialist (9)
- Assistant Purchasing Specialist (10)
- Benefits Specialist I (8)
- Benefits Specialist II (10)
- Braille Transcriber (6)
- Bus Attendant (2)
- Bus Driver (8)
- Carpenter (8)
- Certified Medication Technician (6)
- Crossing Guard (1)
- Custodial Engineer I (9)
- Custodial Engineer II (10)
- Custodian (3)
- Dispatcher/Garage Clerk (6)
- Educational Interpreter (10)
- Electrician (8)
- English Learner Community Liaison (8)

Equipment Repair Technician (8)
Field Technician (11)
Field Trip Technician (7)
Fleet Services Leader (12)
Fleet Services Supervisor (15)
Fleet Services Technician (10)
Food Service Assistant (1)
Food Service Kitchen Manager I (2)
Food Service Kitchen Manager II (3)
Food Service Lead Field Manager (10)
Food Service Regional Assistant Kitchen Manager (4)
Food Service Region Kitchen Manager (7-Base; 8-Satellite)
Food Service Senior Manager (10)
Foreman – Electrical (12)
Foreman – Mechanical (12)
Foreman – Structural (12)
General Maintenance Worker (6)
Head Custodian I (7)
Head Custodian II (8)
HVAC Mechanic (8)
Integrated Pest Management/Turf Care Technician (10)
Lead Custodian I (5)
Lead Custodian II (6)
Lead Publications Specialist (10)
Licensed Practical Nurse - Special Education (9)
Locksmith (10)
Mason (8)
Master Electrician (11)
Master HVAC (11)
Master Plumber (11)
Medical Assistance Billing Clerk (11)
Medicaid Billing Clerk (5)
Occupational Therapy Assistant (10)
Painter (8)
Paraprofessional (5)
Paraprofessional - Attendance Intervention Specialist (10)
Paraprofessional - Behavior Support Program (5)
Paraprofessional - Registered Behavior Technician (RBT) Behavior Support Program (5)
Paraprofessional - Career Guidance Technician (8)
Paraprofessional - Elementary Behavior Support Program (8)
Paraprofessional - Elementary Student Support Program (ESSP) (5)
Paraprofessional - Family Intervention/Community Partnership Coord (8)
Paraprofessional - Family Service Provider (8)
Paraprofessional - Health Services (5)
Paraprofessional - Intervention Services Specialist/Behavior Support (5)
Paraprofessional - Itinerant Adult Support (5)
Paraprofessional - Itinerant Math Intervention Tutor (5)
Paraprofessional - Itinerant Reading Intervention Tutor (5)
Paraprofessional - Kindergarten Intervention (5)
Paraprofessional - Pre-K (5)
Paraprofessional - Pre-K/Therapeutic (5)
Paraprofessional - School to Career Liaison (8)
Paraprofessional - School Family Liaison (8)
Paraprofessional - Special Education (5)
Paraprofessional - Student Intervention Specialist (5)
Paraprofessional - Student Intervention Specialist (8)
Paraprofessional - Student Intervention Specialist (10)

Payroll Clerk I (8)
 Payroll Specialist (11)
 Physical Therapy Assistant (10)
 Plumber (8)
 Print Shop Specialist I (5)
 Print Shop Specialist II (7)
 Program Administrative Specialist (8)
 Publications Specialist (8)
 Publications Specialist Lead (10)
 Purchasing Associate (7)
 Purchasing Buyer (10)
 Receptionist (6)
 Registered Nurse (14)
 Regional Custodian (3)
 Roofer (8)
 School Lobby Receptionist (5)
 School Secretary I (4)
 School Secretary II (6)
 School Secretary III (8)
 Special Education Office Clerk (5)
 Special Education Secretary (5)
 Speech Language Pathology Assistant (11)
 IT Application Support Specialist (8)
 IT Asset Management Specialist (14)
 IT Systems Technician I (8)
 IT Systems Technician II (11)
 IT Systems Technician Lead (12)
 Transportation Clerk (6)
 Transportation Routing Specialist (12)
 Transportation Trainer/Assistant (9)
 Utility Driver (6)
 Vehicle Lubrication Mechanic (7)
 VOIP Technician (14)
 Warehouse Foremen/Mail Driver (5)

B. *Employees Excluded from this Agreement:*

Those who work less than three (3) hours
 Temporary Employees*

* A temporary employee will become a regular Board employee after one (1) assignment year, provided an offer of continuing employment in the same category is made for the next assignment year.

C. *Employees Excluded from the Bargaining Unit:*

Administrative Secretary IV – Office of the Associate Superintendent for Curriculum and Instruction (10)
 Administrative Secretary IV – Office of the Associate Superintendent for Administration and Leadership (10)
 Administrative Secretary IV – Office of the Chief Operating Officer (10)
 Administrative Secretary IV – Office of the Executive Directors for Elementary and Secondary Education (10)
 Administrative Secretary III – Secretary to the Director of Human Resources (9)
 Human Resources Specialist I (7)
 Human Resources Specialist II (8)
 Human Resources Specialist III (9)
 Secretary to the Board of Education (7)

ARTICLE 3 – MANAGEMENT RIGHTS

Management Rights -- WCESP recognizes the Board as the agency charged with the legal responsibility for the successful operation of the school system of Washington County. The responsibility shall include the determination and administration of school policy, the operation and management of the schools, and the direction of employees, subject only to the provisions of its negotiated agreements and state and federal laws.

ARTICLE 4 NEGOTIATIONS

- 4.1 Policy Conformity** -- This Agreement constitutes Board policy for the term of said Agreement, and the Board will carry out the commitments contained herein and give them full force and effect as Board policy. The Board will amend its written policies and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- 4.2 Negotiations for Successor Agreements** -- Negotiations of the full contract shall begin no later than the first (1st) week of October in accordance with the provisions of this Article. Negotiations of salary only will begin no later than the first (1st) week of January.

Reopeners:

- a. FY19 – Salary only
- b. FY20 – Salary, plus one sub-article selected by WCESP and one sub-article selected by WCBOE
- c. FY21 – Salary, plus two sub-articles selected by WCESP and two sub-articles selected by WCBOE
- d. FY22 – Entire agreement will be open for negotiation

ARTICLE 5 GRIEVANCE PROCEDURE

5.1 Procedural Steps

Informal Process:

For location or department-specific complaints, every effort shall be exhausted to resolve the complaint between the employee, and the unit member's immediate supervisor and/or designated representative, if applicable. If these efforts do not render an amenable outcome and the Association believes there is a violation of the Negotiated Agreement, it may file a grievance at Step I.

Every effort shall be exhausted to resolve a concern between the employee (and their representative if desired), and their immediate supervisor and/or appropriate Board representative, if applicable. If these efforts do not render an amendable outcome and the Association believes there is a violation of the Negotiated Agreement, it may file a formal grievance at Step I.

Formal Process:

If an employee or group of employees has a problem or complaint growing out of a provision of this Agreement that cannot be resolved informally between the employee(s) and the immediate supervisor or Board representative, and there is a perceived violation of this agreement, the Association may file a grievance as described below:

Step I..... Human Resources Administration

Step II..... Superintendent of Schools or Designee

5.2 Grievance Presentation

- A. The employee may have the assistance of an Association representative during the Step I and II hearings. Grievants or witnesses required to testify at a grievance hearing conducted during the employee's normal working hours will be given time off without loss of pay.
- B. The grievant(s) and an Association representative shall be present during the hearing. If there are multiple grievants, a representative sample are required to be present during the hearing.
- C. All grievances shall be presented in writing within fifteen (15) workdays from the date of their occurrence or first knowledge of the act or condition, which is the basis of the grievance.
- D. The response to the grievance shall be given within fifteen (15) workdays after the step hearing, which shall be held within fifteen (15) workdays following the receipt of the written grievance. After a Step I hearing, if a grievant desires to exercise their right to move to Step II in the grievance process, such notification must be presented by the Association in writing within fifteen (15) workdays following the receipt of the response.
- E. By mutual agreement between the Board and the Association, the timelines outlined in 5.2 can be extended.
- F. During a grievance hearing, the Grievant or the Association on their behalf and the Board shall present evidence and call witnesses as necessary. Each party can have a designated note taker present. After the completion of each presentation, the hearing officer alone may ask clarifying questions or entertain discussion directly with either the grievant(s), presenters, or witnesses. A hearing may not be extended without the mutual agreement of the Association and the Board.
- G. A settlement agreement to any grievance may be reached any time prior to or after a grievance hearing, by mutual agreement.

5.3 Arbitration -- Any grievance concerning the interpretation, application, or alleged breach of any provision of this Agreement that has been properly processed through the grievance procedure as set forth above and has not been settled may be appealed to arbitration by WCESP by serving written notice on the Board within fifteen (15) workdays after the Superintendent's answer at Step II of said grievance procedure. If WCESP fails to serve such notice of its intention to arbitrate and to initiate the process to select an arbitrator within this time limitation, it shall be deemed to have waived the arbitration and the grievance shall be considered settled.

- A. Selection of Arbitrator -- If WCESP and the Board are unable to agree upon the selection of an arbitrator, they shall jointly request the American Arbitration Association (AAA) to furnish a list of arbitrators. The arbitration shall be administered by the AAA's rules.
- B. Jurisdiction of Arbitrator -- The jurisdiction and authority of the grievance and the arbitrator's opinion and award shall be confined to the express provision or provisions of this Agreement at issue between WCESP and the Board. The arbitrator shall have no authority to add to, alter, amend, or modify any provision of this Agreement or to make any award which will in any way deprive the Board of any

of the powers delegated to it by law. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Board and WCESP. The award in writing of the arbitrator within the jurisdiction and authority as specified in this Agreement shall be final and binding on the aggrieved employee(s), WCESP, and the Board.

- C. Arbitration Expenses -- WCESP and the Board shall each bear its own expenses in these arbitration proceedings, except that they shall share equally the fee and other expenses of the arbitrator in connection with the grievance submitted.

WORK ENVIRONMENT, PROFESSIONAL GROWTH, AND EVALUATION

ARTICLE 6 WORK TIME - WORKDAYS

- 6.1 Procedures for Calculation** -- In counting annual leave and sick leave days, employees entering the workforce on or before the 10th workday of the month will receive credit for the month; employees leaving the workforce on or before the 10th workday will receive credit up through the last full month of employment. Leave days are calculated to the nearest half-day (½) for employees entering or leaving the workforce.
- 6.2 Ten-Month Assignment** -- Personnel shall work in accordance with duty days stipulated in Article 6.3. Additional days may be assigned by the Board and will be paid pursuant to Article 10.4C and 10.4D.
- 6.3 Workdays/Months/Hours**
Memorandum of Understanding on ESP Workday/Months/Hours can be found on page 28 of this agreement.
- 6.4 Adjustment in Hours**
 - A. Bargaining unit members shall have work hours up to eight (8) hours per day, excluding lunch, as are necessary to provide the services required and determined by a supervisor.
 - B. During the life of this Agreement, the Board may adjust the hours for employees included in groups in Article 6.3 at the beginning of each work year. However, after such adjustments are made and the Board has a budget approved by the appropriate fiscal authorities, the hours per day and the days per year will not be reduced for the duration of that year, except in an emergency.
 - C. In any circumstance in which an employee begins the school year with enough hours to obtain benefits but experiences a reduction in said hours, his/her benefits will be continued for the remainder of the school year.

Food and Nutrition Services employees and bus drivers/bus attendants shall only experience one (1) reduction in hours after school opens, if deemed necessary.
 - D. Adjustments to all leave, where applicable, shall be made to reflect permanent changes in hours.
- 6.5 Breaks** -- Employees working more than five (5) hours per work shift shall have one (1) break in the morning and one (1) in the afternoon (or at corresponding times for a second [2nd] and third [3rd] shift). Employees working between three (3) and five (5) hours shall receive one (1) break. Breaks of fifteen (15) minutes may, at the supervisor's discretion, be scheduled and shall not be unreasonably denied.

- 6.6 Travel** -- When an employee is required to use his/her private vehicle (not including travel to and from work) during working hours, he/she shall be reimbursed mileage costs at the current IRS rate.
- 6.7 Pay, Holidays** -- Employees who are required to work on a regular official holiday (see Article 12.2) shall be paid an additional one and one half (1.5) times their regular hourly rate of pay. Employees asked or required to work on any of the five (5) other holidays, as determined by the Board, shall be compensated at their regular hourly rate of pay.
- 6.8 Overtime**
- A. The Board has the right to assign overtime with reasonable notice to the affected employee(s). Overtime will be distributed equitably among those unit members within the category at the assigned worksite and who are qualified to do the work. With regard to overtime hours and pay, Fair Labor Standards Act (FLSA) requirements will prevail.
 - B. All overtime or hours worked beyond the employee's regularly scheduled hours or week must be approved/assigned in advance by the principal/administrator or supervisor.
 - C. Employees shall become eligible for overtime at time and a half (1.5) after having actually worked more than forty (40) hours in a week beginning at 12:01 a.m. Monday and ending at 12:00 midnight on Sunday.
 - 1. The holidays enumerated in Article 12.2, if falling on a regular workday, will count as days actually worked in the week in which they occur for purposes of determining overtime eligibility that week.
 - 2. An employee's regular work schedule shall not be adjusted for the purposes of avoiding the payment of overtime pay. An employee's request to flex time within the week will be considered.
 - 3. Annual leave days will be treated as days worked for purposes of calculating employee eligibility for overtime.
- 6.9 Lunch Breaks** -- Employees working thirty (30) hours or more shall receive a thirty (30) minute unpaid, duty-free lunch break, given the following provisions:
- A. Lunch schedules shall be established by each employee's supervisor.
 - B. Lunch breaks may be interrupted in the event of an emergency or a program need. Should an interruption occur, the employee shall be paid for his/her time or have his/her schedule adjusted.
 - C. An employee may leave the building during a lunch break with the permission of his/her supervisor without being subject to unreasonable denials.
- 6.10 Essential Personnel** -- Essential custodial, maintenance, and garage personnel, as identified by the Board, shall report to work on inclement weather days or during emergencies. Any exceptions must be approved in advance by a supervisor. This article does not supersede the provisions in Article 13.5. During a declared local, state, or national emergency, the Board may require employees to report at designated worksites to provide services. If a work site is inaccessible to any employee during this time, their immediate supervisor will direct them to the nearest work site that

is accessible and/or assign them alternative work hours for their duty day. If an alternative work site is not available or is not assigned, the employee will not be docked any salary, leave, or benefits.

- 6.11 Inclement Weather** -- Bargaining unit members may use accumulated leave in the event of an inclement weather closing (either school-based or system-wide). Use of sick leave will count against the perfect attendance incentive offered under article 13.1.

Essential personnel as defined in article 6.10 are excluded from this provision.

- 6.12 Facilities** -- As budget permits and where possible, each facility (temporary or permanent) used by bargaining unit members, will include ready access to an appropriate break room/lounge, rest rooms and adequate lighting and parking for all bargaining unit members.

- 6.13 Job Descriptions** -- When the school system substantially alters a job description, a copy will be provided to employees in the position and to the Association. Unless required by law, employees will have up to six months to begin a formal process to secure any new license, certification, degree, or training program requirements. A reasonable time of completion will be determined by Management. Career Development Funds are available for new requirements subject to the limits described in Article 7.5.

ARTICLE 7 EMPLOYEE RIGHTS

- 7.1 Personnel File** -- Employees will have the right, upon request, to review the contents of their personnel file (and any personnel file maintained other than in the Central Office files) and to receive a copy, at the employee's expense, of any document contained therein, excluding references and letters of recommendation. An employee will be entitled to have a representative of WCESP present during such review. The Board agrees to protect the confidentiality of references and other similar documents. Files of bus drivers contain a packet of information stipulated by Maryland directives to be confidential and not available for review by the employee.

Disciplinary documentation will be placed in an employee's personnel file only after the employee has had an opportunity to review such material. After five (5) calendar years, any disciplinary material placed in an employee's personnel file will only be available for review by the office of the Superintendent or the office of Human Resources for due process disciplinary procedures. The employee shall have the right to submit a written rebuttal to such material. If requested by the employee, any record of discipline can be reviewed by the Superintendent or their designee for removal from the employee's personal file, provided that the employee's record has been discipline free during that time.

- 7.2 Non-discrimination** -- The Board shall not discriminate with regard to age, color, race, disability, family status, genetic information, sexual orientation, marital status, national origin, religion/creed, or gender for otherwise qualified persons.

- 7.3 Discharge and Discipline** -- Upon completion of the probationary period, no employee shall be discharged or disciplined without just cause.

It is the policy of the Board that all employees are expected to comply with the Board's standards of behavior and performance and that any noncompliance with these standards must be addressed by administration. All discipline concerns will initially be presented to the bargaining unit member or their appropriate representative within ten (10) duty days of the occurrence or knowledge of the occurrence. During

an investigation, the Board will ensure due process. Disciplinary action taken may include, but shall not be limited to, verbal and written warnings, suspension, demotion, and/or termination. In the case of any disciplinary action greater than a verbal warning, the employee shall be notified in writing of the action and the reason for such action.

Under normal circumstances, the Board endorses a policy of progressive discipline for routine performance problems in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. It does, however, retain the right to administer discipline in a different manner, including, but not limited to, any or all of the progressive discipline steps.

The Board may consider all past disciplinary actions when determining appropriate action.

7.4 Pins and Badges -- Pins and badges may be worn as long as they do not create a safety hazard or as long as the wearing is not contrary to safety regulations.

7.5 Assistance in Career Development -- For the purpose of expanding knowledge in a current assignment or to increase opportunities for promotion within the Board, non- probationary, regular employees will be reimbursed up to \$1,500.00 per year for the successful completion of courses, workshops, or seminars with the advance approval of the Human Resources Department. The Board agrees to budget at least \$35,000.00 per fiscal year to respond to such requests.

Employees participating in this program will be reimbursed on a first-come basis. If the amount budgeted has been exhausted in a fiscal year, employees will be eligible for reimbursement in the following fiscal year.

Employees who are required to hold a Commercial Driver's License (CDL) for his/her employment will be eligible to submit the difference between this type of license and a regular Maryland driver's license for reimbursement under this provision.

Employees who receive an administratively-required certification and with prior approval from Human Resources may submit for reimbursement for all fees under this provision.

7.6 Safety -- The Board shall maintain safe working conditions as it has the authority to control. WCESP will cooperate with and assist the administration to live up to its responsibility. The parties recognize that each unit member has a responsibility to give effect to the safety program by following the safety procedures and working to see that all safety regulations are properly implemented. Reports of unsafe working conditions must be reported promptly by the employee and will be investigated promptly by the administration. A report by the investigator or appropriate supervisor/administrator will be provided to the employee after the completion of such an investigation.

The Board shall provide proper safety instruction, protective clothing, and safety equipment to any employee who is expected to handle or work with hazardous materials or to work in hazardous situations. Each employee will be required to take such safety precautions and use the proper protective clothing and/or equipment.

Unit members shall not be required to check buildings for bombs. Unit members may assist bomb safety personnel.

7.7 Personal Property -- In the event that a unit member has any clothing or other personal property damaged or destroyed as a result of an assault or as a result of intervening in a student altercation and suffered in the course of employment, or stolen as a result of a violation by an unauthorized person of locked storage or other

properly secured storage within the classroom or within the school building, the Board shall reimburse the unit member the cost of repair or the replacement value of such property, less any benefit from Workers' Compensation or insurance. This benefit shall have a one thousand dollar (\$1,000) maximum. Every reasonable effort shall be made by the unit member to produce proof of purchase indicating the fair market value of the item that was damaged, destroyed, or stolen. In the event the replacement cost cannot be agreed upon, a professional appraisal, made by a mutually agreed-upon appraiser, shall be obtained, with the cost of such a determination split equally by the parties.

- 7.8 Personally Owned Equipment** -- The Board shall reimburse employees for any damaged or stolen instructional equipment brought to the school to be used as an adjunct to instructional activities, if advance permission to bring such equipment is obtained in writing from the principal, at which time a replacement value shall be mutually determined. In the event the replacement cost cannot be agreed upon, a professional appraisal shall be obtained. The Board shall cover the replacement cost not to exceed \$300.00. Such coverage shall not apply if the negligence of the employee contributes to the loss of such items.
- 7.9 Transporting Students** -- Employees shall not be required to transport students in their private vehicles.
- 7.10 Suspension** -- Should the allegation pertaining to the investigatory suspension of an employee prove to be without cause after an investigation of the facts by the Board or by an investigating agency, the employee shall be returned to work and receive pay for workdays missed during the suspension for which he/she was willing and able to work during that period.
- 7.11 Public Discipline or Ridicule** -- Bargaining unit members will not be publicly disciplined or ridiculed by a supervisor or other WCPS employee.
- 7.12 Status of Vacant Positions** -- Employees may check the status of posted positions by visiting the school system's website.
- 7.13 Personal Electronic Device Usage** -- Bargaining unit members will not be expected to utilize their personal electronic devices for anything other than emergency purposes.

ARTICLE 8 PERSONNEL POLICIES

- 8.1 Vacancy Announcements** -- Job vacancy postings can be found on the school system's website.
- 8.2 Probationary Period** -- All new employees shall serve a probationary period of one (1) assignment year. At any time during the probationary period, an employee may be terminated without the termination being subject to the grievance procedure of this Agreement.

Within the first ten (10) workdays of an employee's probationary period, the immediate supervisor will meet with the employee to discuss their job expectations and responsibilities. Before the completion of the sixth (6th) month of the probationary period, probationary employees will receive performance feedback from their supervisor, either verbally or in writing. On or before the end of the probationary period, the immediate supervisor will recommend that the employee be granted regular employment status or that the employee be released from employment. All decisions will be delivered to the employee in writing or electronically before the completion of the probationary period.

Work time in a temporary capacity immediately prior to selection for a regular position shall count as contributing toward the requirements of a probationary period.

8.3 Step Placement -- Step placement for new employees shall be determined by the Human Resources Department.

- A. When any employee is promoted or reclassified, they will receive a 10 percent increase and be placed on the nearest step in the new grade not to exceed the scale.
- B. When an employee is demoted for disciplinary reasons or for unsatisfactory performance, they will receive a 10 percent decrease and be placed on the nearest step in the new grade not to exceed the scale. If this demotion occurs within 6 months of promotion, the employee will return to a position if available at their previous grade and step.
- C. **Temporary Assignment in a Higher Classification:**
An employee working in an approved temporary assignment in a higher classification, will be paid at the higher rate from the first day of the assignment until the temporary assignment ends. Employees acting in a temporary assignment shall be paid any vacation, personal, or sick leave at the rate of pay that coincides with their temporary assignment pay. This provision shall not apply to situations in which a temporary assignment is the result of annual leave.

8.4 Experience Credit -- For the purpose of step placement and service credit, a person beginning employment on or after January 1st in a year will not receive credit for the fiscal year.

Employees who resign or retire and subsequently return to employment with the Board after more than ninety (90) calendar days shall be considered as new employees. Former employees who return within ninety (90) calendar days shall recover experience credit and accumulated sick leave credit standing at the time of termination - except that if sick leave was paid as provided in Article 13.3, it shall not be restored.

8.5 Classification -- An employee may request a review of the classification of the position held by the employee. An appeal of the classification decision may be made to the Superintendent or a designee. Classification decisions are not subject to the grievance procedure.

8.6 Evaluations -- Employee performance will be evaluated annually.

A conference will be held with the employee to discuss the evaluation. The employee will electronically accept the evaluation, and will have the opportunity to provide comments and/or submit written evidence supporting or rebutting the evaluation which will become part of the final evaluation.

Performance Improvement Plan (PIP)—When an administrator/ supervisor has a concern with the work performance of a unit member, the administrator/supervisor will provide written notice of the specific concerns and recommendations for improvement in an effort to provide an opportunity to correct the performance concern. Performance Improvement Plans are not subject to the grievance procedure nor are they to be considered disciplinary in nature.

8.7 Assault -- Any case of assault upon an employee while acting within the course and scope of his/her duties or on school property should be promptly reported in writing to his/ her supervisor by the person assaulted (unless physically incapable of doing so).

The Superintendent or a designee may be consulted concerning an appropriate course of action.

8.8 Jury Duty/Court Appearances -- Employees will be released for jury duty, or to satisfy the requirements of a work-related court summons, without loss of pay.

ARTICLE 9 SMOKE-FREE BUILDINGS

The Board is committed to providing employees, students, parents, and other visitors with a safe and healthy environment. It is also in the educational interests of the Board and its employees to provide a positive role model for students.

Research has shown that smoking, second-hand smoke, and smokeless tobacco contribute to serious health problems. The sale and use of tobacco, including smoking devices, is prohibited in school system buildings, vehicles, and on school grounds at all times.

The Board agrees to provide approved smoking cessation programs free of charge to any employee.

COMPENSATION

ARTICLE 10 WAGES AND COMPENSATION

10.1 Wages and Compensation

The Board agrees to adhere to all Fair Labor Standards Act (FLSA) provisions including, but not limited to, compensation for all time worked.

10.2 Overtime -- The hourly rate calculation for overtime and all other purposes for which an hourly rate is used, other than the payment of straight time wages, will be based upon an eight (8)-hour day schedule.

10.3 Shift Premium -- All regular full-time employees assigned to begin their regularly assigned shift after 11:59 a.m. and all regular part-time employees working at least half-time and assigned to begin their regularly assigned shift after 2:59 p.m. shall receive second (2nd)-shift premium of \$.35 per hour. All regular employees assigned to begin their regularly assigned shift after 8:59 p.m. shall receive third (3rd)-shift premium of \$.45 per hour.

10.4 Deductions/Extra Days

A. Deductions from wages for absences in excess of sick leave allowed in this Agreement shall be at 1/260th of the annualized salary for a period not to exceed ninety (90) consecutive calendar days or less if LTD coverages become effective before ninety (90) calendar days have passed.

Terri L. Baker, SHRM-CP
Director of Human Resources

Memorandum

To: Educational Support Personnel (ESP) Employees

From: Terri Baker, Director of Human Resources

Cc: Sandy Hammond, Coordinator of Human Resources: ESP

Date: June 25, 2019

REFERENCE: ESP Salary and Attendance Incentive Update

The Washington County Board of Education (WCBOE) has signed a Memorandum of Understanding with Washington County Educational Support Personnel (WCESP) effective July 1, 2019, addressing updates to the ESP salary scale and Article 13.1 of the WCBOE and WCESP Negotiated Agreement.

The ESP salary scale will increase by 2.75%, effective July 1 (new scale is attached). This means each salary grade and step will increase by that amount. Twelve-month employees will notice this increase in their hourly rate beginning with the July 26, 2019 paycheck for time worked from July 1 – July 14. Ten and eleven-month employees will see the increase on their first paycheck when returning in August or September.

In addition to the salary increase, updates to *Article 13.1 Sick Leave Annual Allowance* give employees the potential to earn additional pay through an enhanced attendance incentive. While WCPS attempts to place the most highly qualified substitutes in the schools and operational departments, they cannot deliver the high-quality support services that ESP staff deliver on a day-to-day basis. Incentivizing employees to maintain stellar attendance is in students' best interests. The ability to buyout four (4) sick days per year at the current per diem rate allows ESP staff to earn between 1.5% - 2% more per year (based on 12-month vs. 10-month contracts).

We encourage you to (1) analyze your first paycheck with the increased pay rate, and (2) review the new provisions of Article 13.1 (below and the enhanced incentive is highlighted in yellow).

Please contact Sandy Hammond, Coordinator of Human Resources: ESP Personnel, at hammosan@wcps.k12.md.us or 301-766-2802 if you have any questions.

Article 13.1 Sick Leave Annual Allowance

Employees will be entitled to one (1) day of sick leave for each month of their assignment year calculated to the nearest half day. The total number of days will be made available beginning on the first (1st) day of the assignment year. Sick leave shall be accumulated from year-to-year unlimited.

If an employee resigns before the end of the school year, sick leave days which have been used in excess of one (1) day per month of employment and are not covered by accumulated sick leave shall be regarded as lost time with an appropriate deduction made from the final salary check.

At the conclusion of every twelve (12)-month period between July 1 and June 30, an employee who has attained perfect attendance (i.e., no use of sick leave, personal leave, leave without pay, or administrative leave resulting from a disciplinary action) may convert up to four (4) days of accumulated sick leave to pay at the current per diem rate.

At the conclusion of every twelve (12)-month period between July 1 and June 30, an employee who has used personal leave only (no use of sick leave, leave without pay, or administrative leave resulting from a disciplinary action) may convert up to three (3) days of accumulated sick leave to pay. Personal days used will reduce the days available to convert on a one-to-one basis.

The conversion of sick leave payment shall be made by separate check and/or direct deposit, payable on the first pay of November of the following fiscal year. Employees must be an employee for their entire assignment year and on the date of payout to be eligible.

Negotiated FY2022 Classified Employee Scale (ESP)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
1					\$12.56	\$2.88	\$3.20	\$3.53	\$3.87	\$4.21	\$4.57	\$4.93	\$5.31	\$5.69	\$6.08	\$6.48	\$6.89	\$7.32	\$7.75	\$8.19
2		\$12.80	\$13.12	\$3.44	\$3.78	\$4.12	\$4.48	\$4.84	\$5.21	\$5.59	\$5.98	\$6.38	\$6.79	\$7.21	\$7.64	\$8.08	\$8.53	\$9.00	\$9.47	\$9.96
3	\$13.55	\$13.89	\$14.23	\$4.59	\$4.95	\$5.33	\$5.71	\$6.10	\$6.51	\$6.92	\$7.34	\$7.78	\$8.22	\$8.68	\$9.14	\$9.62	\$20.11	\$20.61	\$21.13	\$21.66
4	\$14.58	\$14.94	\$15.32	\$5.70	\$6.09	\$6.50	\$6.91	\$7.33	\$7.76	\$8.21	\$8.66	\$9.13	\$9.61	\$20.10	\$20.60	\$21.12	\$21.64	\$22.19	\$22.74	\$23.31
5	\$15.54	\$15.93	\$16.33	\$6.74	\$7.16	\$7.58	\$8.02	\$8.47	\$8.94	\$9.41	\$9.89	\$20.39	\$20.90	\$21.42	\$21.96	\$22.51	\$23.07	\$23.65	\$24.24	\$24.85
6	\$16.65	\$17.06	\$17.49	\$7.93	\$8.37	\$8.83	\$9.30	\$9.79	\$20.28	\$20.79	\$21.31	\$21.84	\$22.39	\$22.95	\$23.52	\$24.11	\$24.71	\$25.33	\$25.96	\$26.61
7	\$17.66	\$18.10	\$18.55	\$9.02	\$9.49	\$9.98	\$20.48	\$20.99	\$21.51	\$22.05	\$22.60	\$23.17	\$23.75	\$24.34	\$24.95	\$25.57	\$26.21	\$26.87	\$27.54	\$28.23
8	\$18.88	\$19.36	\$19.84	\$20.34	\$20.84	\$21.36	\$21.90	\$22.45	\$23.01	\$23.58	\$24.17	\$24.78	\$25.40	\$26.03	\$26.68	\$27.35	\$28.03	\$28.73	\$29.45	\$30.19
9	\$20.13	\$20.63	\$21.15	\$21.68	\$22.22	\$22.77	\$23.34	\$23.93	\$24.52	\$25.14	\$25.77	\$26.41	\$27.07	\$27.75	\$28.44	\$29.15	\$29.88	\$30.63	\$31.39	\$32.18
10	\$21.35	\$21.89	\$22.43	\$23.00	\$23.57	\$24.16	\$24.76	\$25.38	\$26.02	\$26.67	\$27.33	\$28.02	\$28.72	\$29.44	\$30.17	\$30.93	\$31.70	\$32.49	\$33.30	\$34.14
11	\$22.54	\$23.10	\$23.68	\$24.27	\$24.88	\$25.50	\$26.14	\$26.79	\$27.46	\$28.15	\$28.85	\$29.57	\$30.31	\$31.07	\$31.85	\$32.64	\$33.46	\$34.29	\$35.15	\$36.03
12	\$23.75	\$24.35	\$24.96	\$25.58	\$26.22	\$26.87	\$27.55	\$28.24	\$28.94	\$29.66	\$30.41	\$31.17	\$31.95	\$32.74	\$33.56	\$34.40	\$35.26	\$36.14	\$37.05	\$37.97
13	\$24.99	\$25.61	\$26.25	\$26.91	\$27.58	\$28.27	\$28.98	\$29.70	\$30.45	\$31.21	\$31.99	\$32.79	\$33.61	\$34.45	\$35.31	\$36.19	\$37.10	\$38.02	\$38.97	\$39.95
14	\$26.23	\$26.89	\$27.56	\$28.25	\$28.96	\$29.68	\$30.42	\$31.18	\$31.96	\$32.76	\$33.58	\$34.42	\$35.28	\$36.16	\$37.07	\$37.99	\$38.94	\$39.92	\$40.92	\$41.94
15	\$27.47	\$28.16	\$28.86	\$29.58	\$30.32	\$31.08	\$31.86	\$32.65	\$33.47	\$34.31	\$35.16	\$36.04	\$36.94	\$37.87	\$38.81	\$39.78	\$40.78	\$41.80	\$42.84	\$43.91

- B. Deductions to organizations approved by the Board of Education will be made if requested by an employee.
- C. Pay for temporary summer assignment, which involves the same activities as those assigned during the regular year, will be paid at the hourly rate of pay for the regular year.
- D. Employees invited to participate in workshops or meetings, including the School Improvement Team (SIT), scheduled outside the regular work year assignment shall be compensated at their hourly rate.

10.5 Tools

- A. Maintenance and Operations personnel in regular full-time positions will be provided all necessary tools as determined by their supervisor or designee to complete their duties. An inventory list of required tools will be maintained by the Maintenance and Operations department. Employees are expected to maintain tools in an orderly and secure fashion and notify the supervisor of worn or unsafe tools. Employees are required to complete a regular audit to ensure tools are accounted for and in the assigned location.
- B. Transportation fleet technicians who are in regular full-time positions will provide the appropriate and necessary basic tools to perform their mechanical duties. Following one year of employment, upon approval of the supervisor or their designee, a tool allowance of \$125.00 will be available to each technician annually.

10.6 Uniforms -- Food Service, Maintenance and Operations, and Transportation employees are required to wear a uniform and/or personal protective equipment (PPE) to perform their duties. Employees are expected to wear a uniform and/or PPE when working. The type of uniform and the amount of allowance is dependent on the job category, department needs, and available funding. Supervisors may approve additional funding for uniform allowance if requested. Employees are prohibited from wearing their uniforms for personal or other employment purposes.

1. Food Service employees working less than twenty-five (25) hours per week are entitled to an allowance of up to \$200.00 and employees working twenty-five (25) or more hours per week are entitled to an allowance of up to \$250.00 per year to purchase uniforms.
2. Maintenance employees are provided uniforms.
3. Employees required to wear safety shoes are reimbursed up to \$65 per year.
4. Custodial employees are provided uniform shirts and are permitted to wear school based spirit wear as approved by the building supervisor.
5. Transportation employees are provided uniforms. Employees will be entitled to an allowance of up to \$100 per year.

10.7 Early Retirement Notice - Employees who inform the Board of their June 30th retirement by January 15th of that year shall receive an additional total of \$1,000.00 in salary disbursed in installments over each pay during their final five (5) months of service. Employees who inform the Board of their retirement at least six (6) months in advance of a retirement date other than June 30th will have a one-time additional \$850.00 in salary added to their last paycheck.

10.8 Call Back Pay -- Whenever any unit member is required to return to work to address an emergency or perform unanticipated and unscheduled work assignments, the employee shall receive pay in a guaranteed minimum amount of three (3) hours.

Whenever an employee is required to perform a scheduled building check, the employee shall receive pay in a guaranteed minimum amount of one (1) hour plus round trip drive time.

An employee's regular work schedule shall not be adjusted for the purposes of avoiding paying an employee in accordance with the provisions of this Article.

10.9 Coaching -- The Board will grant a stipend to those unit members who are selected each year by a school principal and who agree to perform coaching assignments beyond the regular work day. Neither compensatory time in lieu of pay nor overtime pay will be granted for these assignments. The duties of the coaching position must not preclude the employee from performing the duties of his/her regularly assigned position.

Successful candidates for coaching opportunities must meet all of the experience criteria required by WCPS.

Activity	Position	Index	Amount	Amount with 10 Years of Experience
Football	Head	1.00	\$3,241	\$3,565
	Assistant	.68	\$2,204	\$2,424
	Freshman Asst.	.68	\$2,204	\$2,424
Basketball	Head	.90	\$2,917	\$3,209
	Assistant	.62	\$2,009	\$2,210
Wrestling	Head	.90	\$2,917	\$3,209
	Assistant	.62	\$2,009	\$2,210
Baseball	Head	.70	\$2,269	\$2,496
	Assistant	.48	\$1,556	\$1,711
Softball	Head	.70	\$2,269	\$2,496
	Assistant	.48	\$1,556	\$1,711
Track & Field	Head	.70	\$2,269	\$2,496
	Assistant	.48	\$1,556	\$1,711
Soccer	Head	.70	\$2,269	\$2,496
	Assistant	.48	\$1,556	\$1,711
Lacrosse	Head	.70	\$2,269	\$2,496
	Assistant	.48	\$1,556	\$1,711
Cross Country	Head	.50	\$1,621	\$1,783
	Assistant	.30	\$972	\$1,070
Indoor Track	Head	.50	\$1,621	\$1,783
	Assistant	.30	\$972	\$1,070
Tennis	Head	.50	\$1,621	\$1,783
	Assistant	.30	\$972	\$1,070
Volleyball	Head	.70	\$2,269	\$2,496
	Assistant	.48	\$1,556	\$1,711
Golf	Head	.23	\$745	\$820
Unified Sports Tennis	Head	.34	\$1,102	\$1,212
	Assistant	.19	\$616	\$678
Unified Sports Bocce	Head	.34	\$1,102	\$1,212
	Assistant	.19	\$616	\$678
Unified Sports Track	Head	.34	\$1,102	\$1,212
	Assistant	.19	\$616	\$678
Athletic Director	Sports < 16	1.0	\$3,241	\$3,565
	16-22	1.10	\$3,565	\$3,922
	>22	1.20	\$3,889	\$4,278

1. Coach for freshman team. Assignment begins when school opens for students.
2. The index number is multiplied by the amount stipulated for Head Football Coach to determine the compensation of other assignments.
3. Five additional workdays required (summer days) to be determined by the Principal and Athletic Director.

ARTICLE 11 INSURANCE

- 11.1 Eligibility** -- Insurance coverages are for employees working a minimum of thirty (30) hours per week or otherwise included at the discretion of the Board. Employees beginning the year with a work week of thirty (30) hours or more will have their insurance coverage continued for the remainder of the work year should those hours be reduced to less than thirty (30) hours but fifteen (15) or more hours by Board action.

Employees working twenty (20) or more hours per week but less than thirty (30) are eligible for health insurance coverage.

Employees working less than thirty (30) hours per week but fifteen (15) or more may purchase insurance coverage at their expense.

Insurance coverages, except as described in the master policy, become available to each employee on the first (1st) day of employment.

- 11.2 Health Insurance** -- The Board shall pay eighty-five percent (85%) of the individual and dependent premium cost for a PPO health insurance plan (referred to as the Cigna Open Access Plus Standard plan) and dental insurance for those employees who work a minimum of thirty (30) hours per week. Employees will have two (2) other health plan options for which the Board shall pay the following amounts: (a) eighty-one and three-tenths percent (81.3%) for a PPO health insurance plan (referred to as the Cigna Open Access Plus Premium plan) and (b) eighty-six and three-tenths percent (86.3%) for an EPO health insurance plan (referred to as the Cigna Open Access Plus Limited plan).

The Board shall pay fifty percent (50%) of the individual and dependent premium cost for a health insurance plan for those employees who work twenty (20) hours or more but under thirty (30) hours per week.

For the term of this Agreement, the Board will not make alterations to current employee benefits policy unless such alterations would be substantially equivalent to current employee benefits policy. These additional benefits will be added to the plan effective July 1, 2005: helicopter transport, coverage for contraceptives, and effective January 1, 2006, a new four (4) tier premium structure. The four (4) tiers are: single, parent/child(ren), husband/wife, and family.

The Board agrees to facilitate discussion on healthcare by establishing a Health Care Committee which will meet, at a minimum, on a quarterly basis. The Health Care Committee shall be comprised of four (4) representatives of the Association and four (4) representatives in total of the Board of Education. The committee will discuss, study, and make recommendations pertaining to the employee benefit plan and cost including recommendations for plan design and rate setting with the assistance of consultants. Consensus for recommendations must reach a two-thirds majority of the membership of the committee for approval for recommendation. The recommendations of the Committee are subject to negotiations.

- 11.3 Life Insurance** -- The Board shall provide life insurance for each employee who works at least thirty (30) hours per week at the rate of one times (1X) the annual salary of the employee, but in no case less than \$10,000.00. Employees may purchase additional life insurance at the group rate.

- 11.4 Long-Term Disability** -- All eligible employees (those who work a minimum of thirty [30] hours per week) will have their pay increased by the full extent of the Long-Term Disability insurance, and that same amount will be deducted from their pay.
- 11.5 Dental Benefit** -- The Dental Benefit has an annual maximum benefit of \$1,200.00 and no deductible for Preventive (Class 1) services. The Board will maintain the current percentages of the individual and dependent premium costs for the dental insurance plan.
- 11.6 Surviving Spouse Coverage** -- The surviving spouse and dependents of an employee who has thirty (30) years of service with the Board and who is eligible to retire will be eligible for continued health and dental benefits, which will be calculated the same as for a retiree providing that the employee, spouse, and dependent(s) were enrolled in such programs prior to the death of the employee.
- 11.7 Vision** -- The Board shall provide a vision plan. Said benefits shall be determined by the Board.

HUMAN CAPITAL MANAGEMENT

ARTICLE 12 LEAVE

- 12.1 Annual Leave** -- The Board and WCESP agree that both the employee and the school system are benefited by individuals taking time away from the responsibilities of their positions. For that reason, twelve (12)-month employees are provided, and encouraged to use, annual leave. Unit members will take annual leave at times when use will not adversely affect on-going program. Employees will request to schedule annual leave days with the appropriate supervisor. Such requests will not be unreasonably denied.

The amount of unused annual leave beyond fifteen (15) days must be used no later than June 30th of each fiscal year. Up to five (5) days of annual leave not used by that date will be converted into sick leave.

Personnel with twelve (12)-month assignments shall have annual leave as follows: during the first (1st) and second (2nd) years, eight (8) days; during the third (3rd) and fourth (4th) years, ten (10) days; during the fifth (5th) year, and thereafter, nineteen (19) days; during the eighteenth (18th) year and thereafter, twenty-one (21) days. Annual leave shall be accrued on a pro-rata basis per pay period and based upon continuous years of service to the school system.

Upon severance of employment, twelve (12)-month employees shall be compensated for any accumulated annual leave at their per diem rate of pay.

- 12.2 Holidays** -- Holidays for all employees are as follows:
- Labor Day (*Labor Day is not a holiday for employees whose duty days begin after Labor Day*)
 - Association Day
 - Thanksgiving +1
 - Christmas +1
 - New Year's Day
 - Martin Luther King Birthday
 - Good Friday
 - Easter Monday
 - Memorial Day
 - Independence Day (*Independence Day is not a holiday for 10-month employees.*)
 - Five (5) other days as determined by the Board.

The Board retains the right to change any of the five (5) other days scheduled to be observed as holidays in an emergency (e.g., unusual number of snow days). Any hardships caused by any such change will be considered on an individual basis.

When a holiday falls on Saturday, the Friday before shall be observed as a holiday. When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

12.3 Bereavement Leave -- All employees are entitled to bereavement leave with pay, immediately after each incident of death, as follows (extensions may be granted for good reason with the approval of the Superintendent or a designee):

- A. Up to five (5) workdays, if needed, for the death of a child (natural, foster, step) parent (natural, foster, step), sibling, spouse, or any person who lived regularly in the household of the employee. Attending a funeral, wake, or any other memorial service is not a requirement for the use of these five (5) days.
- B. Up to three (3) workdays, if needed, for the death of an in-law (mother, father, brother, sister, son, daughter), grandparent or grandchild, or the death of a unit member's or spouse's aunt, uncle, niece, or nephew.
- C. One (1) workday shall be allowed to attend the funeral of a fellow unit employee, other close relative, or close friend.
- D. Employees may request an extension of allowable leave for up to five (5) days per incident by contacting the Executive Director of Human Resources or other Superintendent's designee.
- E. Days during the leave periods do not have to be consecutive.
- F. Upon written request from the Executive Director of Human Resources or other Superintendent's designee, absences greater than three consecutive (3) days may require submission of documentation indicating the nature of the loss requiring bereavement leave.

12.4 Personal Leave -- Up to three (3) days of personal leave may be used subject to the following conditions. Unused personal days will be accumulated as sick leave.

- A. All requests for time must be made in advance, except in the event of an emergency.
- B. All requests for time are subject to management approval and program needs and shall not be unreasonably denied.

12.5 Medical Leave -- An employee who becomes incapacitated by injury, illness, or pregnancy and whose claim of injury, illness, or pregnancy is supported by evidence of a physician may apply for a medical leave of absence without pay. A medical leave of absence may be granted for a period of up to two (2) calendar years without loss of years experience standing at commencement of leave or placement on the longevity scale.

Employees are responsible for paying their own retirement and insurance costs while on approved medical leave, if coverage is desired. Employees on Family and Medical Leave (FML) will be responsible for payment of their portion of insurance costs as outlined under the Family and Medical Leave Act (FMLA).

12.6 Parental Leave -- A regular, non-probationary employee shall be granted, at his/her request, leave without pay for child bearing and/or rearing for a period not to exceed two (2) years. Leave time shall not count for years of service or experience credit.

12.7 Extended Temporary Leave -- Upon request, the Executive Director of Human Resources will consider for full-time, non- probationary employees an extended temporary leave for reasons not related to employee disability, if means acceptable to the Board can be arranged to cover the assignment and maintain the efficient operation of the school system. If such leave is approved, the employee's position will be held until the leave is ended. Employees are responsible for paying their own retirement and insurance costs while on approved extended temporary leave. Such leave will not count for years of service or experience credit. Extended temporary leave will not be granted for purposes of accepting other employment, unless the Board determines that approval of such other employment will benefit the Board.

12.8 Return From Leave -- Except as noted in paragraph 2 or 3 below, no guarantee is made that an employee ending a leave may return to the same job, the same classification, or the same job site. The Board will attempt to place employees returning from leave in a position, if available, comparable to the one held at the time the leave began. Two (2) offers to return to employment with the Board will be given to an employee completing a leave. If the first offer is refused and the next offer of any grade or position for which the employee is qualified by training or experience is not accepted, the employee shall be considered terminated.

For employees returning from a medical leave or a leave to deal with a medical emergency in the family not to exceed six (6) months, the Board agrees to place the returning employee in an assignment with like grade and classification.

For medical leave or family medical emergencies in excess of six (6) months, the employee may request from the Superintendent an extension of this provision.

12.9 Paid Leave Indebtedness at Termination of Service -- Any paid leave advanced to terminating unit members will be deducted from the unit member's earned salary upon termination of service with the Board. Any terminating unit member who is not due to receive any earned salary will be billed for the full amount of any remaining indebtedness.

12.10 Reassignment by Vacated Position -- When a unit member is absent from a position and using approved leave for more than thirty (30) consecutive workdays or forty-five (45) intermittent absences within a sixty (60) workday period, the position may be declared vacant by the Superintendent. The affected unit member will continue to receive leave benefits, rights, and salary as provided by the Agreement. The return from leave procedure is outlined in Article 12.8.

Individuals on a recognized Workers' Compensation leave or Family Medical Leave (FML) may have his/her position vacated after twelve (12) weeks.

12.11 Military Leave -- Military leave without pay shall be granted to employees in accordance with Federal law.

The spouse of an employee who is inducted or enlists may request an unpaid leave of absence from the Superintendent or his/her designee.

12.12 Professional Leave -- Bargaining unit members who apply for, and are administratively approved, may take paid professional leave to complete coursework in a Board-identified critical need area. The Board shall determine participation parameters including, but not limited to, annual funding.

The Board and Association shall collaborate on the distribution and notification process for such leave.

12.13 Religious Observance Leave -- If the religious observance requires absence from work, an employee may use personal leave, annual leave, or leave without pay up to three (3) days per year, provided that advanced approval from Human Resources is obtained.

12.14 Jury Duty/Court Appearances -- Employees will be released for jury duty, or to satisfy the requirements of a work-related court summons, without loss of pay.

ARTICLE 13 SICK LEAVE

13.1 Annual Allowance -- Employees will be entitled to one (1) day of sick leave for each month of their assignment year calculated to the nearest half day. The total number of days will be made available beginning on the first (1st) day of the assignment year. Sick leave shall be accumulated from year- to-year unlimited.

If an employee resigns before the end of the school year under circumstances which the Board determines not to be an emergency, sick leave days which have been used in excess of one (1) day per month of employment and are not covered by accumulated sick leave shall be regarded as lost time with an appropriate deduction made from the final salary check.

At the conclusion of every twelve (12)-month period between July 1st and June 30th, an employee who has attained perfect attendance (i.e., has not used any sick leave) shall receive one (1) additional day of personal leave to be used within the next twelve (12) months.

13.2 Illness in the Family -- Up to ten (10) days of absence may be charged annually to accumulated sick leave for illness in the immediate family.

13.3 Unused Sick Leave -- At the time of termination of service by way of retirement (or by way of non-disciplinary separation from service) after a minimum of fifteen (15) years of service with Washington County Public Schools, an employee shall receive pay for unused sick leave at the rate of forty dollars (\$40.00) per day up to two hundred (200) days and fifty dollars (\$50.00) per day beyond two hundred (200) days. Deferred retirement prior to fifteen (15) years of service is not included. For workdays less than eight (8) hours, service credit pay will be pro-rated based upon the standard workday for the job performed by the recipient.

In case of retirement, payment will be made in a separate check. In case of death, payment will be made to the employee's estate.

13.4 Workers' Compensation -- Medical expenses incurred in the treatment of job-related injuries are covered by Workers' Compensation insurance carried by the Board. Any sick leave used due to a compensable injury on the job will be reimbursed.

13.5 Reason for Absence -- Employees absent three (3) or more consecutive days because of illness or illness in the family may be required to furnish a statement from a physician concerning the reason for the absence and the employee's ability to return to work or suffer loss of pay. Such statements may be required for lesser periods if abuse of sick leave is suspected; however, requests for physicians' statements may not be used to harass individuals.

13.6 Sick Leave Bank -- All educational support employees, regardless of unit designation, are eligible to contribute voluntary sick leave day(s) to the Sick Leave Bank. Contributors will be permitted to use days from the Bank for payment for incapacitating personal illness of the employee during the regularly scheduled duty days. Administration of the Sick Leave Bank will be by WCESP.

13.7 Family Crisis Leave Exchange -- The purpose of the Family Crisis Leave Exchange (FCLE) is to provide sick leave to unit members after their accumulated sick leave, personal leave, and any other leave available to them has been exhausted. The exchange is intended solely for situations that are catastrophic and life threatening to members of the immediate family that require an employee to be temporarily absent from his assignment.

This leave is not available for an employee's personal illness or injury. The exchange will be funded by voluntary contributions of leave from employees in the bargaining unit.

Administration of the rules and procedures of the FCLE will be by WCESP.

ARTICLE 14 TRANSFERS

The following procedures shall be used for transfers; however, it is understood that these processes shall not supersede or interfere with the Superintendent's ability under §6-201 of the Education Article to the Annotated Code of Maryland to transfer and reassign based upon system need.

A. Voluntary Transfers

1. Postings – Vacant and new positions will be posted for five (5) workdays. Postings will be available on the WCPS website.
2. Part-time probationary employees may only transfer within their current designation as outlined in Article 2.11 during their probationary period to increase their benefit eligibility status as outlined in Article 11.1.
3. Transfer Interview Process – All interviews for voluntary transfers will be conducted in a consistent and fair manner with a standard list of interview questions.
 - a. If up to five (5) qualified internal applicants have indicated interest in a position, they will be interviewed first.
 - b. If more than five (5) qualified internal applicants have indicated interest, the five (5) most senior of those indicating interest will be granted interviews.
 - c. Additional internal candidates meeting preferred qualifications may be granted an interview.
 - d. If it is found that the five (5) candidates are unable to complete the essential functions of the job description, additional interviews may be conducted with interested unit members and candidates not currently members of the bargaining unit until a final selection is determined.
 - e. If less than 3 qualified internal applicants apply, external applicants may be included in the interview process.

- f. If a request for a voluntary transfer is not granted, the unit member shall have the prerogative of discussing the request with Human Resources administration. Requesting the meeting does not assure a successful voluntary transfer. The primary intent of the meeting is to provide constructive and useful feedback to the employee.
4. In determining which employee will receive a voluntary transfer to a specific vacancy, the wishes of a unit member shall be honored to the extent that the unit member meets the following criteria:
 - a. The employee meets all the posted qualifications.
 - b. The employee has had a satisfactory performance rating on their most recent performance evaluation.
 - c. Disciplinary action received since the last performance evaluation will not be used to exclude a qualified candidate from the interview process. However, disciplinary action may be used as a contributing factor during the process of identifying the successful candidate for transfer.
 - d. The transfer does not conflict with the needs of the school system. Among employees requesting a voluntary transfer to the same position who are equally qualified as determined by the Board, the employee with the greatest system-wide seniority shall have preferential consideration.
 - e. Regular (non-temporary), non-probationary unit members shall be given preference over new hires if determined by the Board to be equally qualified.
 5. Promotions within the Bargaining Unit – A promotion is considered an increase in Grade.
 - a. Probationary employees are not eligible for a promotion until the completion of their probationary period except in an area of critical need.
 - b. An employee shall be evaluated after six (6) months of being promoted.
 - c. If the employee receives an overall unsatisfactory evaluation, they can be placed in a position of their previous grade, step, and classification.
 6. Placement on Involuntary Transfer List –If a unit member has been unable to voluntarily transfer after two (2) consecutive years, a unit member may request in writing to the Superintendent and/or his/her designee to be transferred to another work site. Such determination shall be made by the Superintendent in accordance with the Education Article of the Annotated Code of Maryland. The Superintendent has the exclusive authority to elect to execute the transfer sooner than the exhaustion of two (2) years, if determined appropriate by the Superintendent.

B. Involuntary Transfers -- Where it is necessary to select a unit member for transfer where a transfer has not been requested and the transfer results from a reduction in the number of employees in a program or at a worksite, the Board shall transfer in accordance with the following procedures:

1. Volunteers shall first be sought from that work location from within the present category unit where the member's assignment is affected. Any unit member who volunteers to become the involuntary transfer will be given the same consideration on determining reassignment as is given to involuntary transfers.

2. Any probationary unit member(s) assigned to that location in the unit member assignment affected shall be selected, with the least senior probationary unit member being transferred first.
 3. Should the previous two (2) steps not satisfy the required transfer, the least senior member assigned to that work location and who is working the affected unit member assignment shall be the person involuntarily transferred.
 4. If the unit member designated for involuntary transfer using the above steps is determined by the Board to be essential to the work location that must lose a unit member, the Board may skip said unit member and go to the next least senior unit member.
 5. Unit members designated as involuntary transfers shall be reassigned ahead of unit members requesting voluntary transfers, unit members returning from leaves of absence without pay, or new hires in the affected category but shall not be placed in a higher classification.
 6. The employer shall make a list of all current available vacancies or intended new positions by category assignment and allow the most senior unit member declared as an involuntary transfer to make the first selection from the appropriate category assignment list. If no position is vacant within said unit member's category assignment for which said employee is qualified, said unit member will also be allowed to select from vacancies within other category assignments for which he/she is qualified. The unit member shall have one (1) business day to consider his/her decision.
 7. A unit member who is to be involuntarily transferred shall have the right to meet with the Board representative who made the decision. In the event that the unit member objects to the transfer at this meeting, upon request, the Superintendent or the Superintendent's designee shall meet with such unit member.
 8. Involuntary transfers retain the right to return to the position/worksite from which they were involuntarily transferred for the two (2) calendar years following the involuntary transfer.
- C. Administrative Transfers** -- An employee who is to be involuntarily transferred to facilitate an adjustment in the interrelationships among employees or between employee and supervisor shall have the right to meet with the Board representative who has made the decision. In the event that the employee objects to the transfer at this meeting, upon request, the Superintendent or the Superintendent's designee shall meet with such employee.
- D. Rate of Pay** -- An employee who is involuntarily transferred to a position in a new classification in a lower pay grade due to the abolishment of his/her former position shall be paid at his/her former rate for one (1) assignment year after the transfer is made. After this period, his/her rate of pay will be adjusted to the appropriate step of the new grade.

An employee who is involuntarily transferred because of unsatisfactory performance shall receive the salary for the new position at the time the transfer becomes effective.

E. Exceptions -- Assignment of shifts and modifications in routes for drivers are not considered involuntary transfers.

F. No later than October 1st of each school year upon request from WCESP, the Human Resources Department, upon request, shall deliver to WCESP a system-wide list showing the names of all unit members who have been reassigned or transferred and their seniority. If additional reassignments or transfers are made after October 1st, supplementary lists, upon request, shall be provided to WCESP as soon as practicable.

ARTICLE 15 REDUCTION IN FORCE

15.1 Reduction in the Work Force -- In a category among employees who are substantially equal as to qualifications and ability for the job(s) under consideration, length of service shall be the determining factor in any layoff, provided that no employee, may displace employees in higher grades. Notification of layoff will be given to the non-probationary employee thirty (30) calendar days prior to the layoff.

Employees may displace employees in other categories only if the displacing employee and the displaced employee are substantially equal as to qualifications, performance, and ability for the job under consideration and if the displacing employee otherwise would be laid off.

Seniority shall be computed as the length of service in the system since the date of hire. An employee's seniority rights are terminated if an employee resigns, is discharged without reinstatement, is terminated during the probationary period, or is not recalled from layoff after one (1) year.

Categories are:

- Bus Attendants
- Bus Drivers
- Cafeteria – Food and Nutrition Services
- Custodial
- Garage
- Maintenance
- Other Paraprofessionals
- Secretarial/Clerical
- Special Education Paraprofessionals
- Technicians
- Warehouse

15.2 Recall -- Employees on layoff shall be "recalled" when vacancies become available by applying the same criteria in reverse order which resulted in the layoff. Employees shall

A. Receive written notice no less than ten (10) workdays in advance of the deadline for determining whether to exercise recall rights and be available to begin work within ten (10) workdays.

B. Retain recall rights for a period of one (1) years.

C. Have one (1) opportunity to exercise recall rights. If an invitation to return is refused, the employee shall be considered terminated, except for a proven medical disability.

**ARTICLE 16
DISTRIBUTION OF AGREEMENT**

Distribution of Agreement -- Provided an agreement has been reached, an email will be sent no later than October 1st to all unit members with the electronic link to a copy of this Agreement.

**ARTICLE 17
DURATION**

MEMORANDUM OF UNDERSTANDING

between
The Washington County Educational Support Personnel
and
The Washington County Board of Education

Background

This amendment to the Negotiated Agreement between the Washington County Board of Education (WCBOE) and the Washington County Educational Support Personnel (WCESP) is made this 5th day of January 2021.

Agreement

Specifically, by affixing their signatures to this Memorandum of Understanding, both parties agree to the following terms and conditions, which serve as an amendment to the 2017-2021 Negotiated Agreement:

- Agreed upon modification to Article 17 Duration:
 - During the 2020/2021 school year, salary only will be negotiated.
 - During the 2021/2022 school year, salary will be negotiated, and each party will have the option to open two sub-articles.
 - During the 2022/2023 school year, full contract negotiations will be conducted.

All other terms, conditions, and language contained within the current 2017-2021 Negotiated Agreement between the Board of Education of Washington County and the Washington County Educational Support Personnel remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this document to be fully executed by their duly authorized representatives this 5th day of January 2021.

FOR THE
BOARD OF EDUCATION
OF WASHINGTON COUNTY

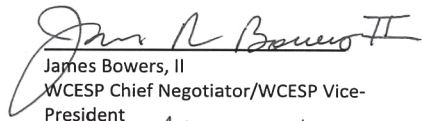


Melissa Williams
Board President

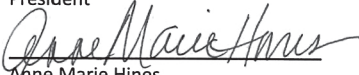


Boyd J. Michael III, Ed.D.
Superintendent

FOR THE
WASHINGTON COUNTY
EDUCATIONAL SUPPORT PERSONNEL



James Bowers, II
WCESP Chief Negotiator/WCESP Vice-
President



Anne Marie Hines
WCESP President

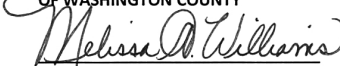
**Memorandum of Understanding
between
the Board of Education of Washington County and
the Washington County Educational Support Personnel Association
to update ESP Article 6.3 Workdays/Months/Hours.**

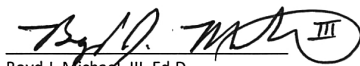
The following is being updated in the ESP Negotiated Agreement effective July 1, 2018.

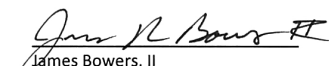
6.3 Workdays/Months/Hours

Position	Paid Days	Duty Days	Months	Standard Hours
Transportation (Bus Driver/Bus Attendants/Crossing Guards)	195	180	10	Varies
Clerical	206/260	190/243	10/12	Varies
Food Service Assistants	195/260	180/243	10/12	Varies
Food Service Manager/Assistant Manager	206/260	190/243	10/12	8
Food Service Satellite Leader	201/260	185/243	10/12	Varies
Garage/Maintenance	260	243	12	8
Custodians/Operations	260	243	12	Varies
Paraprofessionals/LPN/CNA/CMT/ Occupational/Physical Therapy Assistants	206	190	10	Varies
Special Education Paraprofessionals	206	190	10	Varies
Technical (Systems Technician, Web Coordinator, Publications Specialist, Printing Technician, Print Shop Specialist)	260	243	12	7.5/8

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed by their duly authorized representatives this 19th day of June, 2018.

**FOR THE
BOARD OF EDUCATION
OF WASHINGTON COUNTY**

Melissa Williams
Board President


Boyd J. Michael, III, Ed.D.
Superintendent

**FOR THE
WASHINGTON COUNTY
EDUCATIONAL SUPPORT PERSONNEL**

James Bowers, II
WCESP Chief Negotiator/WCESP Vice-
President


Anne Marie Hines
WCESP President

**Memorandum of Understanding (MOU)
Between
The Board of Education of Washington County
And
The Washington County Educational Support Personnel, Inc.**

This Memorandum of Understanding (hereinafter "MOU) is entered into this 20th day of April 2021, between the Board of Education of Washington County (hereinafter "Board") and the Washington County Educational Support Personnel, Inc. (hereinafter "WCESP).

Whereas, the Board and the WCESP are parties to a written negotiated agreement for the period of July 1, 2017, through June 30, 2023; and

Whereas, the parties recognize and support the significant impact educational support employees have on the learning environment of students; and

Whereas, the parties acknowledge there is a serious shortage of employees and applicants willing to perform the duties of a bus driver and, as a result, actions must be taken by the school system to continue to fill these necessary positions; and

Whereas, effective April 5, 2021, school bus drivers will be reclassified from grade 6 to grade 8 of the Classified Employees Scale as outlined in the negotiated agreement between the parties. Bus drivers will maintain their current step assignment. The terms of this reclassification will not sunset at the conclusion of this MOU.

Whereas, the parties wish to amend the aforementioned negotiated agreement for a limited duration of the entire time of the negotiated agreement.

NOW, THEREFORE, it is agreed by and between the Board and the WCESP that the terms of this MOU shall amend the aforementioned negotiated agreement for the period of time set forth below.

I. Temporary Additional Provisions of the Negotiated Agreement

Signing Bonus

The Board shall offer a signing bonus to new bus drivers in the amount of \$1500. Compensation shall be made in equal payments over nine months when school is in session, commencing each year in September and ending in June, to be paid on the second payroll of each month. No payments will be made in the months of July and August. A signing bonus of \$750 will be offered to current part-time WCPS employees who undergo training to become certified school bus drivers and then augment the current hours in their existing position by driving a school bus. The same payment terms will apply to these individuals.

Paid Training

The Board shall pay individuals the rate of \$15 per hour for the duration of time necessary for each expectant employee to be trained to drive a school bus. Training may include classroom learning as well as behind the wheel on the road experience.

Retention Stipend

All unit members with a 12-month contract will receive a \$1500 stipend and unit members with a 10-month contract will receive a \$1000 stipend. The stipend will be paid in two payments with the first being on the second pay date in May 2021 and the last being on the second pay date in June 2021.



Memorandum of Understanding (MOU)
Between
The Washington County Educational Support Personnel, Inc.
and
The Board of Education of Washington County

This Memorandum of Understanding (hereinafter "MOU") is entered into this 15th day of June 2021, between the Washington County Educational Support Personnel (hereinafter "WCESP") and Board of Education of Washington County (hereinafter "Board").

Whereas, the Board and the WCESP are parties to a written negotiated agreement for the period of July 1, 2017, through June 30, 2021; and

Whereas, the Board understands the extreme challenges the COVID-19 pandemic has presented for educational support personnel (hereinafter "ESP"); and

Whereas, the Board recognizes that after more than a year of meeting the demands of working during the COVID-19 pandemic, ESP may choose to switch careers or retire; and

Whereas, the Board acknowledges that the recruitment and retention of many ESP positions in a normal year is a challenge; and is heightened due to the current competitive job market; and

Whereas, the Board acknowledges that the recruitment and retention of ESP is even more difficult in light of the COVID-19 pandemic;

NOW, THEREFORE, it is agreed by and between the Board and WCESP:

I. To Address Recruitment and Retention Challenges in Light of the COVID-19 Pandemic

All unit members will receive a four percent (4%) nonrecurring additional compensation pay based on a unit member's standard hours and anticipated base salary (excluding overtime and other additional pay) for FY22. The additional compensation will be paid in quarterly payments to employees who are actively employed (in a paid status or on approved FMLA) on the last day of the quarter. As nonrecurring additional pay, this compensation will not be eligible for pension contributions nor count as Actual Annual Compensation for pension purposes. This additional compensation pay is pending grant approval.

II. Duration

The provisions of this MOU shall be effective beginning on July 1, 2021, and sunset on June 30, 2022.

Except as otherwise expressly stated in the MOU, all provisions of the current negotiated agreement between the parties shall continue in effect during the period that this MOU remains in effect.

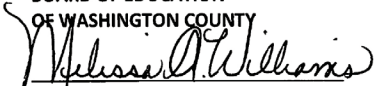
The provisions of this MOU reflect an agreement that has been reached by the parties as a result of unique and temporary circumstances and will not be regarded by either party as constituting past practice or setting precedents for any other purpose.

III. Grievances

Any disputes regarding the provisions of the MOU shall be subject to the grievance and arbitration provisions set forth in the current negotiated agreement between the parties.

IN WITNESS WHEREOF the parties have executed this Memorandum of Understanding as of the day first written above.

**FOR THE
BOARD OF EDUCATION
OF WASHINGTON COUNTY**



Melissa Williams
Board President

**FOR THE
WASHINGTON COUNTY
EDUCATIONAL SUPPORT PERSONNEL**



Anne Marie Hines
WCESP President



Boyd J. Michael, III, Ed.D.
Superintendent

Building a

COMMUNITY
that inspires curiosity, creativity &
ACHIEVEMENT.

WASHINGTON COUNTY PUBLIC SCHOOLS
