



**Frederick County Public Schools**  
**Board of Education**  
**ADMINISTRATIVE, MANAGEMENT**  
**AND TECHNICAL (AMT) GROUP**  
**Policy 319**

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**A. Policy Purpose**

To outline the general provisions associated with employment by Frederick County Public Schools (FCPS) in a position comprising a class of employees known as the Administrative, Management, and Technical (AMT) group and to establish a common understanding of the terms and conditions of employment that are extended from the Board of Education (the Board) as the employer to an AMT employee.

**B. Definitions**

None.

**C. Policy Statement**

1. The terms and conditions of employment for employees represented by a bargaining unit are reflected in their negotiated agreements. The Board believes it is important to articulate the terms and conditions of employment for employees not represented by a bargaining unit.
2. The Board encourages participation in professional development activities. As such, the Superintendent should direct department leaders to establish funding within their departmental budgets for expenses that arise in leadership employee's official duties.

**D. Implementation**

1. **Applicability.**
  - a. This policy shall apply to all FCPS employees within the AMT group.
  - b. Positions assigned to the AMT group are those which are exempt from the existing bargaining units due to the nature and function of the required responsibilities assigned to the position.
  - c. The Superintendent shall identify and maintain a list of positions within the AMT group. When identifying the positions with the AMT group, the Superintendent shall consider whether the position:
    - i. Requires knowledge of the Board's posture in the collective bargaining process or whether the individual may be selected to represent the employer in collective bargaining.
    - ii. Has responsibilities which lie mainly in executive and managerial functions.
    - iii. Has the authority to develop and implement policy.
    - iv. Exercises significant independent judgment and discretion on behalf of the school system.

- v. Develops and monitors budget accounts, provides budget recommendations, or makes budget decisions.
- vi. Requires advanced technical or specialized knowledge.

**2. Conditions of Employment**

- a. **Work Year.** AMT group members will fall within one (1) of three (3) work years:
  - i. 244 days, 7 hours per day (1,708 hours per year)
  - ii. 260 days, 7 hours per day (1,820 hours per year)
  - iii. 260 days, 8 hours per day (2,080 hours per year)
- b. The Superintendent may assign, transfer or reduce in rank or compensation a member of the AMT group.
- c. AMT group members are not eligible for the benefits of tenure.

**3. Salary**

- a. AMT group members shall be compensated according to the appropriate salary scale for the individual's position and shall receive salary increases as budgeted annually by the Board and as determined by the Superintendent.
- b. Except where required by the federal Fair Labor Standards Act, members of the AMT group are not eligible for overtime pay or compensatory time for time worked beyond the normal working day.

**4. Benefits**

- a. Except as provided in regulation, all members of the AMT group will receive equivalent benefits and leave as provided to administrative and supervisory employees in the Frederick County Administrative and Supervisory Association (FCASA) negotiated agreement.
- b. AMT positions Grade 5 and above may be invited to join the FCASA sick leave bank at the discretion of the FCASA sick leave board and are eligible to take leave in half or whole day increments.
- c. AMT positions Grade 4 and below may be invited to join the Frederick Association of School Support Employees (FASSE) sick leave bank at the discretion of the FASSE sick leave board and are eligible to take leave in one-hour increments. Support employees in the FCASA sick leave bank as of June 30, 2013 may remain until they elect to withdraw or separate from employment.
- d. AMT group members shall be entitled to the equivalent education expenses/tuition reimbursement as employees in the FCASA bargaining unit and shall abide by all procedures as indicated in the FCASA negotiated agreement.

**5. Evaluation.** AMT group members will be evaluated annually.

**6. Personnel Records.** An AMT group member's personnel record shall not be disclosed except when released by the employee or permitted by law.

**7. Discipline and Dismissal**

- a. An AMT group employee may be dismissed for immorality, misconduct, insubordination, incompetence, or willful neglect of duty. This section may apply to

- acts committed off school property or outside of the workday if such behavior impacts the employee's ability to serve in their assignment. A criminal prosecution is not required for dismissal. Criminal proceedings, including disposition and admissions and findings of culpability, may be relied upon when assessing wrongdoing.
- b. The Code of Conduct and Disciplinary Actions terms described in [Policy 300, Personnel](#), shall apply equally to AMT group employees.
  - c. The Superintendent shall establish procedures in accordance with due process regarding the discipline and dismissal of employees.

#### **E. Related Information**

- 1. **Board Policy**
  - a. [Policy 300, Personnel](#)
- 2. **FCPS Regulations**
  - a. [Regulation 300-01, Recruitment, Selection and Employment of Personnel](#)
- 3. **Maryland Statutes**
  - a. Md. Code Ann., Educ. § 6-501(c), *Definitions, "Confidential Employee"*
  - b. Md. Code Ann., Educ. § 6-501(c), *Definitions, "Managerial Employee"*
  - c. Md. Code Ann., Educ. § 6-505, *Exclusive representatives and collective negotiation agreements prior to July 1, 1978*
- 4. **Negotiated Agreements**
  - a. [Board and FASSE Negotiated Agreement](#)
  - b. [Board and FCASA Negotiated Agreement](#)
  - c. [Board and FCTA Negotiated Agreement](#)

#### **F. Policy History** (Maintained by Legal Services)

<i>Responsible Office</i>	Office of Human Resources
Adoption Dates	10/19/92
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Revision Dates	08/13/08, 10/23/13, 09/07/16, 03/08/23, 02/14/24