

NEGOTIATED AGREEMENT

BETWEEN THE

FREDERICK COUNTY TEACHERS ASSOCIATION

AND THE

BOARD OF EDUCATION

OF

FREDERICK COUNTY MARYLAND

SCHOOL YEAR

2009-2011

EFFECTIVE DATE: 7-1-09 THROUGH 6-30-10

CONTENTS

| | | |
|--------------|--|----|
| ARTICLE I | — RECOGNITION | 1 |
| | – Definition | |
| ARTICLE II | — RIGHTS AND PRIVILEGES | 1 |
| ARTICLE III | — JOINT ASSOCIATION/FCPS EDUCATION REFORM COUNCIL | 4 |
| ARTICLE IV | — TEACHER FACILITIES | 5 |
| ARTICLE V | — SALARIES | 6 |
| | – Distribution of Paychecks | |
| | – Authorized Travel | |
| | – Pay for Provisional Certificates and Vocational Teachers | |
| | – Per Diem Rates | |
| | – Twelve Month Teachers | |
| | – Acting Building Administrator | |
| | – National Board Certification and Ed.D. or Ph.D. Pay | |
| | – Salary Schedules | |
| | – Eleven and Twelve Month Position Implementation | |
| | – Requirements for Placement on Salary Schedules | |
| ARTICLE VI | — LIMITATION OF DUTIES | 11 |
| | – Duty Free Lunch | |
| | – Transportation of Students | |
| | – Planning Time | |
| | – Working Hours | |
| | – Required Examinations | |
| | – New Teaching Duties | |
| | – Hazardous Work Conditions | |
| | – Open House | |
| ARTICLE VII | — PERSONAL AND ACADEMIC FREEDOM | 14 |
| ARTICLE VIII | — TEACHER EVALUATION | 14 |
| | – Observation | |
| | – Evaluation | |
| | – Professional Remediation Plan | |
| | – Personnel Files | |
| ARTICLE IX | — MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE | 17 |
| ARTICLE X | — PERSONNEL EMPLOYMENT | 18 |
| | – Employment Practices | |
| | – Prior Experience | |
| | – Part-time Employment | |
| | – Reduction in the Bargaining Unit | |

| | | |
|---------------|---|----|
| ARTICLE XI | — TRANSFERS | 20 |
| | – Transfer Process | |
| | – Changing from Part Time to Full Time | |
| | – Involuntary Transfers | |
| ARTICLE XII | — EMPLOYEE ASSIGNMENTS. | 22 |
| ARTICLE XIII | — PROMOTIONS. | 23 |
| ARTICLE XIV | — EVENING SCHOOL AND FEDERAL PROGRAMS | 24 |
| ARTICLE XV | — WORKSHOPS/SUMMER SCHOOL/SUMMER ACADEMY | 24 |
| ARTICLE XVI | — DEDUCTIONS FROM SALARY | 25 |
| | – Dues Deductions | |
| | – 403b Program | |
| | – FERKO | |
| | – Professional Organizations | |
| | – Charitable Organizations | |
| ARTICLE XVII | — INSURANCE | 27 |
| | – Board Premium Contribution | |
| | – Health, Vision, Prescription, Dental and Life Insurance Plans | |
| | – General Liability Coverage | |
| | – Insurance Council | |
| | – Retiree Insurance | |
| | – Auto Insurance Reimbursement | |
| ARTICLE XVIII | — TERMINAL PAY | 30 |
| ARTICLE XIX | — REIMBURSEMENT FOR EDUCATION EXPENSES | 31 |
| ARTICLE XX | — SICK LEAVE | 33 |
| ARTICLE XXI | — SICK LEAVE BANK. | 34 |
| ARTICLE XXII | — FCPS-FCTA FAMILY CRISIS LEAVE EXCHANGE. | 35 |
| ARTICLE XXIII | — EMPLOYEE PROTECTION | 37 |
| ARTICLE XXIV | — WORK YEAR | 37 |
| ARTICLE XXV | — TEMPORARY LEAVES OF ABSENCE | 38 |
| | – Personal Leave | |
| | – Jury Duty | |
| | – Bereavement Leave | |
| | – Professional Leave Days | |
| | – Short Term Disability Leave | |

| | | |
|----------------|---|----|
| ARTICLE XXVI | — EXTENDED LEAVES OF ABSENCE | 40 |
| | – Association Officers Leave | |
| | – General Leaves | |
| | – Military Leave | |
| | – Maternity Leave | |
| | – Adoption Leave | |
| | – Paternity Leave | |
| | – Political Office Leave | |
| ARTICLE XXVII | — SABBATICAL LEAVES | 42 |
| ARTICLE XXVIII | — TEXTBOOKS, INSTRUCTIONAL MATERIALS AND SUPPLIES | 43 |
| ARTICLE XXIX | — PERSONAL INJURY/ILLNESS BENEFITS | 44 |
| ARTICLE XXX | — EXTENDED LEARNING/ LEADERSHIP RESPONSIBILITIES | 44 |
| ARTICLE XXXI | — FAIR DISMISSAL PROCEDURE | 45 |
| ARTICLE XXXII | — TEACHER RIGHTS | 45 |
| ARTICLE XXXIII | — ACTIVITY COMPENSATION – ATHLETIC DIRECTORS . . | 46 |
| ARTICLE XXXIV | — JOB SHARING | 49 |
| ARTICLE XXXV | — GRIEVANCE PROCEDURES | 50 |
| ARTICLE XXXVI | — GENERAL PROVISIONS | 53 |
| APPENDIX A | — TEACHER SALARY SCHEDULE FACT SHEET ATHLETIC DIRECTOR SALARY SCALE ATHLETIC DIRECTOR MATRIX | |
| APPENDIX B | — OBSERVATION/EVALUATION MODEL | |
| APPENDIX C | — ACTIVITY COMPENSATION SCHEDULE | |

ARTICLE I — RECOGNITION

- A. The Board of Education of Frederick County recognizes the Frederick County Teachers Association as the exclusive representative for collective negotiations concerning terms and conditions of employment for all certificated, professional personnel in accordance with Section 6-404, Article VIII of The Public School Laws of Maryland, excluding the Superintendent of Schools and persons designated by the Board of Education- to act in a negotiating capacity. The Frederick County Teachers Association agrees to represent fully and equally all members of the unit in relations necessary in the administration of the Agreement.
- B. Whenever the following terms are used in this Agreement, they shall refer to the following definitions unless otherwise stipulated.
1. Association – The Frederick County Teachers Association, Inc.
 2. Board — The Board of Education of Frederick County and designated representatives.
 3. Day — Teacher duty day.
 4. Active employee — One who is working under contract and receiving a salary.
 5. Inactive employee — One who is on an extended approved leave (except sabbatical leave), or maintains recall rights under Article X, Section C., Personnel Employment, and who is not receiving a salary.
 6. Seniority — Continuous paid service calculated from the date on which the teacher signed the individual teaching contract.
 7. Superintendent — The Superintendent of the Frederick County Schools or designee.
 8. Teacher — All certificated, professional personnel represented by the Association. The terms “employees,” “faculty,” “members of the bargaining unit,” and “staff member(s)” are used interchangeably with the term “teacher” herein.
 9. Transfer — An assignment to another school location.
 10. Rehired retired teacher means a retired certificated employee who is a member of the State Teachers Retirement System or the State Teachers Pension System and who is hired by the school system in accordance with provisions established under Maryland law.

ARTICLE II — RIGHTS AND PRIVILEGES

- A. There will be no reprisals of any kind taken by the Board or the Association against any teacher by reason of non-membership or membership in the Association or participation in any of its lawful activities.

- B. In order for the Association to properly fulfill the terms of this Agreement for the benefit of all teachers and the welfare of the school system, the Association officers or employees will have access to all school buildings and to all teachers, provided that the exercise of this right will not interfere with the educational program.
- C. The Board will, upon request, provide the Association with any available documents or information that will assist it in developing intelligent, accurate, informed, and constructive programs on behalf of teachers.
- D. The Association will be provided with copies of minutes of official Board meetings as soon as possible after such meetings. A notice of all regular and public meetings of the Board and a copy of the official Agenda of the meeting (including addenda) will be given to the Association prior to said meeting when such is prepared in advance. Each school will receive copies of minutes and notices to be posted for teachers.
- E.
 1. The Association will have the right to use school buildings without cost at reasonable times for meetings. Arrangements for meeting space and time will be made with the principal of the building in question.
 2. There will be one (1) bulletin board of appropriate size reserved for the Association which will be placed in either the faculty lounge or planning area in each school for the purpose of displaying notices, circulars, and Association-related information. Copies of materials will be provided to the building principal, but advance approval is not required.
 3. The Association will have the right to place notices, circulars, and other material in all teachers' mailboxes. Copies of all such material will be given to the building principal, but advance approval will not be required.
 4. Upon request, the Association will be provided with the names of all new and retiring teachers as soon as such information is available.
 5. The Association will have the right to have placed in the superintendent's packet for all new teachers a letter prepared by the Association which informs said teachers that the Association is recognized as the exclusive representative for all teachers in the Frederick County school system.
 6. The Association will be given a place on the agenda of the orientation program for new teachers.
 7. The Association may request and shall be given a place on the agenda of regular Board meetings for brief reports and/or announcements. Upon appropriate request, the president or designee shall be recognized to state the Association's position when matters relating

to wages, salaries, hours, and other working conditions are being discussed.

8. In compliance with Board policy and FCPS regulation, the Association will also have the right to use the interschool mail, including email, to distribute official FCTA notices, circulars, and other material when such material is presented ready for delivery to the school representative.
 - a. The Board of Education shall provide daily courier service to the area designated by the Association as its headquarters as long as said headquarters is on or near an established courier route.
 - b. The Board is agreeable to work with the FCTA on language which will permit the courier service to continue until modified by an appropriate court decision pertaining to the facts as they apply to this agreement.
 9. For the duration of the Agreement the rights and/or privileges enumerated in Article II, Section E., shall not be granted to any other organization seeking to become the teachers' bargaining agent as long as the FCTA is the exclusive bargaining agent of teachers.
- F. No teacher will be prevented from wearing pins or other identification of membership in the Association.
- G. The Association's faculty representative shall be provided by the principal with a faculty list, including administrators, during the first week of school.
- H. The Board of Education shall provide the Association with copies of all policy changes or directives issued by the Board or the superintendent or associate superintendent affecting wages, hours, or conditions of employment of teachers as a group.
- I. The Board shall provide the Association with a monthly printout of all payroll deductions of Association dues.
- J. Subject to the provisions of this Agreement, the Board reserves and retains full rights, authority and discretion in the proper discharge of its duties and responsibilities to control, supervise, and manage the county schools under existing laws, rules, and procedures; to determine the educational policies and programs of the county school system; and to prescribe rules and regulations for the conduct and management of the public schools.
- K. Upon written request of the president of the Association, representatives of the Association shall be released from professional duties for Association business, with payments of the substitutes borne by the Association. Notice of such absence shall be given as far in advance as reasonably possible to the teacher's immediate superior.

- L. The FCTA shall reimburse the Board for all substitutes actually required at the per diem rate. The FCTA will provide the Board and appropriate building principals with written advance notice.
- M. The building representative of the FCTA will have the right to schedule meetings of the members before or after school hours, or at such other times as to not disrupt the normal school program.
- N. The representative also will be provided an adequate amount of time at the conclusion of building faculty meetings to report on matters involving representation of the employees by the Association.
- O. The principal of each school shall meet upon request with the Association building committee members to discuss questions relating to the implementation of this Agreement.
- P. The FCTA will receive a monthly list of current teaching vacancies.
- Q. The FCTA will receive written notice of all extra-curricular activity position vacancies ten days prior to the closing date.
- R. A list of all eleven-month and twelve-month employees and positions held shall be sent to the FCTA president by September annually.
- S. A FCTA building representative (one representative per building) will be released at least once a month from duties before and after the student day in order to facilitate and communicate the joint BOE and FCTA committee's goals and information. The representative will provide the principal as much advance notice as possible.

ARTICLE III — JOINT ASSOCIATION/FCPS EDUCATIONAL REFORM COUNCIL

A joint association/FCPS council shall be established, jointly chaired by a designated representative from FCTA and FCPS. The purpose of such council shall be to develop annual goals and objectives regarding communication of initiatives, changes in existing practices, and for clarification of current application of policies, regulations, or standard operating procedures within each respective organization.

It shall be the responsibility of the designated chairs to appoint up to five (5) representatives from each organization and establish an annual meeting schedule.

The parties recognize that the joint council is an advisory board that makes recommendations to the Board of Education and to the FCTA Board of Directors. Neither the Board of Education nor the FCTA Board of Directors are bound to accept, implement, or alter their procedures, practices, regulations, or policies as a result of the recommendations of the joint council.

ARTICLE IV — TEACHER FACILITIES

- A. The Board shall provide for each teacher:
1. A serviceable desk and chair. By August 1, 2010, the Board will provide a computer for each actively employed teacher.
 2. Access to a dining table.
 3. A lockable desk, file cabinet, or closet in which teachers may store instructional materials and supplies.
 4. An appropriately furnished room to be reserved for the exclusive use of the teachers as a faculty lounge. Said room will be regularly cleaned by the custodial staff and will be in addition to the other teacher work areas. However, teachers will be expected to keep the lounge reasonably neat and orderly.
 5. Access to well-lighted and clean employee restrooms, separate for each sex and separate from the students' restrooms with appropriate supplies.
 6. Storage facilities for special instructional personnel.
 7. The principal, at request by a majority of the teachers, may arrange for the installation of a maximum of two faculty vending machines in each faculty lounge. All proceeds from the machines shall be used in such manner as the majority of teachers and educational support employees of that building shall determine. Cost, if any, of installation shall be borne by the teachers and educational support employees of each school.
- B. Where feasible in existing buildings, and in all new buildings, the following will be provided.
1. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
 2. A communication system so that teachers can communicate with the main office from their classrooms, provided that such system is used only for emergency announcements during class periods.
 3. Space for teachers' dining in a faculty lounge or other room unavailable to students with tables and chairs sufficient to accommodate teachers during their lunch period.
- C. Teachers shall report in writing to the principal any condition considered unsafe or hazardous. The principal shall take action(s) as appropriate and shall notify the teacher in writing of such action(s) taken within five (5) days.
- D. A telephone will be made available for teachers to use for school business. Teachers and principals shall arrange this use to provide reasonable privacy during the call. During the workday, teachers may make personal phone calls only if the calls cannot be made at any other time.

- E. Teachers who need access to a telephone for school business after the workday ends shall arrange this access with the principal. Teachers with supervisory responsibilities will also have access to the building.
- F. An adequate portion of the parking lots at each school will be reserved for teacher parking.
- G. The Board will take steps to ensure teachers have access to their classrooms when custodians unlock the buildings in the morning and up to one (1) hour before custodial shifts end on weekdays during the school year, provided rooms are not being utilized by outside user groups.

Teachers shall have access to their rooms during summer operating hours during summer months unless there is scheduled maintenance, outside user groups or FCPS programs occurring.

ARTICLE V — SALARIES

A. Regular Teacher Salary Schedules

- 1. The salaries of all teachers covered by this Agreement are set forth herein.
- 2. All ten-month teachers will have the option of being paid in either twenty (20) installments or twenty-four (24) installments. All eleven-month teachers will be paid in twenty-two (22) installments. All twelve-month teachers will be paid in twenty-four (24) installments.
 - a. In the event of unusual circumstances, a ten-month teacher who has elected to be paid the salary in twenty-four installments may elect to have the balance due in the June paycheck. The request shall be submitted in writing fifteen (15) days prior to the scheduled pay date.
 - b. Distribution of paychecks shall be on the 15th, or the nearest preceding workday, and the last workday of each month.
 - c. Checks will be distributed on pay dates as soon as they are delivered to the school. Each paycheck shall be enclosed and distributed in a sealed envelope to the teacher at the office of the building of employment.
 - d. Employees who elect direct deposit of their pay shall have those funds available to the bank on the day prior to the appropriate pay dates.

- B. Authorized travel shall include all driving done in connection with the teacher's assigned professional duties and required attendance for activities sponsored by the Board. With prior approval by the appropriate supervisor or curriculum specialist, mileage will be paid for curriculum meetings held for less than a full day. Mileage shall not be paid for

inservice held within the county. When said travel is not on a regular basis, prior approval of the principal or immediate supervisor shall be required. The mileage allowance shall be the IRS rate set for tax purposes.

- C. Ten-month teachers holding conditional degree certificates will receive regular salaries beginning their employment in Frederick County. After the first year, conditional certificate holders may advance on the scale so long as they continue each year to present six (6) college credits appropriate for their certificate. Conditional certificated persons may not advance beyond Step J of the salary schedule. If the original placement was a higher level, it shall revert to Step J at the end of the one-year period of grace.

Note: For eleven-month and twelve-month teachers, Step K would apply.

- D. Vocational teachers shall not be classified as non-degree teachers for salary purposes.
- E. The ten-month teacher salary schedule, eleven-month teacher salary schedule, and twelve-month teacher salary schedule for the 2008-09 school year are included in Appendix A.

F. Per Diem Rate of Pay

- 1. Any ten-month teacher who works in a per diem position authorized by the superintendent to work in excess of 190 days shall be compensated at his/her per diem rate of pay.

Annual salary x 1/190 = per diem rate.

- 2. Any eleven-month teacher who works in a per-diem position authorized by the superintendent to work in excess of 208 days shall be compensated at his/her per diem rate of pay.

Annual salary x 1/208 = per diem rate.

G. Twelve-month Teachers

- 1. Twelve-month teachers shall be assigned to classroom teaching, content courses and workshops, curriculum research and development projects, administrative and supervisory workshops, study committees in administrative areas or in individual schools, and/or other assignments that may be required in accordance with the basic needs of the school system.

- a. Unless otherwise stated, the standard personnel policies and procedures shall be in effect during the twelve-month period of employment.

- b. Any individual assigned for twelve-month responsibility subject to federal and/or state funding of specific programs shall retain such employment status as in paragraph 3 of this section, as long as said funds are made available to the school system.

2. a. Twenty (20) days of annual leave shall be provided for each twelve-month employee, and may be accumulated to a limit of forty (40) days. Any annual leave in excess of forty (40) days shall be converted to sick leave.
- b. Teachers with at least five (5) years of experience as a full-time, twelve-month employee shall be given the opportunity to cash in up to five (5) days of annual leave per year at the per diem rate of pay. Requests must be received on or before November 1 for November 30 disbursement or on or before April 1 for April 30 disbursement and may only be requested one time per fiscal year per employee.

NOTE: For the 09-10 school year, due to the budget shortfall, employees will not be eligible for the annual leave cash-out option.

3. Twelve-month teachers shall be paid according to the twelve-month salary schedule which appears Appendix A.
4. New Twelve-month Teacher Positions
 - a. As of July 1, 1986, the superintendent shall determine certain new positions to be paid on the regular teacher salary schedule to be new twelve-month teacher positions. Teachers assigned to those twelve-month positions shall be paid according to the twelve-month salary schedule which appears in Appendix A and shall work and be employed for twelve (12) months. These positions and procedures do not affect the teachers identified in Section 3 above.
 - b. Teachers assigned to these new twelve-month positions shall receive twenty (20) days annual leave as approved by the superintendent. Any annual leave in excess of 40 days shall be converted to sick leave.
 - c. A teacher shall receive the salary and benefits of a twelve-month position only as long as the teacher is assigned to such position. Upon leaving a twelve-month position, a teacher will revert to the ten-month salary schedule and its benefits.
5. A twelve-month teacher's per diem rate of pay will be calculated as follows: Annual salary x $1/243$ = per diem rate.

H. The superintendent shall designate a teacher in each building as an acting administrator in the absence of a building administrator. The teacher(s) shall be briefed by the building administrator as to their duties, responsibilities, and authorities while serving in the absence of the administrator. The faculty shall be notified on the first day of school, as to

who will serve in the absence of the administrator. When the absence is known in advance, the faculty will be notified.

A teacher serving as an acting administrator for more than one (1) day shall be paid an additional rate as follows: \$45.89 for 2008-09. If a teacher serves in an acting administrator capacity for more than ten (10) consecutive days, the teacher will be paid an additional rate as listed above per day or the appropriate per diem rate of pay for that position on the A&S salary schedule, whichever is greater. The ten-month teacher salary percentage increase shall be applied to this rate of pay.

- I. All employees paid on the teacher salary schedule holding an earned doctor's degree (Ed.D. or Ph.D.) or other Board of Education approved doctorate shall be compensated \$2,000 in addition to their appropriate step and schedule. Any teacher who earns a National Board Certification (NBPTS) shall be compensated \$2,000 annually in addition to their appropriate step and schedule for the term of the certification. Any employee who earns a national certification in areas agreed to by the Board and FCTA shall be compensated \$2,000 in addition to their appropriate step and schedule.

J. Renovation/New Building

Renovation

Recognizing that every renovation project is unique in scope when a school is involved in a major renovation that impacts a major instructional area(s), the school leadership team may request additional per diem days from the appropriate associate superintendent to move to a new location. The number of scheduling days needed will be determined by the construction time line, area of the building being renovated, how the renovation impacts instruction, and the specific needs of the project.

New Building

When a new school building is being built and a new staff has been hired, the staff will be given five (5) additional per diem days dedicated to moving into and setting up classrooms, facilities specific training, team building, as well as appropriate staff development as determined by the school leadership team. If there is a request for additional days beyond the five (5) allotted, the request must be approved by the appropriate associate superintendent.

K. Salary Schedules

1. As of July 1, 2009, all pay scales herein shall remain the same as the July 1, 2008, pay scales. The salary schedule effective July 1, 2004, was constructed in the following manner:
 - a. A minimum salary for each grade was established.

- b. A value of 30% of the minimum was added to the minimum to create the step increment value.
 - c. The step increment value was multiplied by 3.5%. This resulted in the step increment.
 - d. The scale represents an eight percent (8%) increase between grades or lanes (i.e. Grade 1 minimum-\$35,292; Grade 2 minimum-\$38,115)
 - e. The grade range was established by setting the step increment factor 30% over minimum. (i.e., Grade 1 \$35,292 x 1.30=\$45,880 step increment value. Mid-point \$45,880 x 3.5%=\$1,605 between steps in Grade 1.)
The same process was used in each grade.
 - f. The parties agreed that the scale will be subject to a reclassification review every three (3) years. The study will include a comparison of the external equity of existing positions with the competitive market.
2. The ten-month, eleven-month, and twelve-month teacher salary schedules for the 2008/09 school year will be increased as follows:

| | |
|-------------------|--------|
| 2008/09 Pay lanes | A to V |
|-------------------|--------|

Eligible teachers will advance an increment each year on the new pay scale.

3. The ten-, eleven-, and twelve-month teacher salary schedule shall be as printed in Appendix A. Those members of the bargaining unit who are eligible shall receive an increment.

With the exception of rehired retired teachers, teachers are placed on the proper step of the salary schedule according to their education, certification status and experience.

Placement on the salary scale is determined using the experience matrix for the current fiscal year, which places teachers with the same education and experience on the same step. Rehired retired teachers shall be placed on the appropriate step according to education, certification status and experience with a maximum experience-credit of ten (10) years of service.

NOTE: For the 09-10 school year, employees will not be eligible to receive an increment based on the budget shortfall and the parties joint desire to maintain staffing levels to the maximum extent possible.

4. Requirements for Placement on the APC/Master's Salary Lane
- Teachers are required to meet one of the following criteria to be placed on the APC/Master's salary lane:
- a. An approved Master's degree; or

- b. Completion of 36 approved post-baccalaureate credits that include 21 graduate-level credits, or
 - c. An Advanced Professional Certificate (APC).
- 5. Requirements for Placement on the 60-Hour Salary Lane
Teachers are required to meet the following criteria to be placed on the 60-Hour salary lane:
 - a. An Advanced Professional Certificate (APC); and
 - b. Completion of 60 approved post-baccalaureate credits that include 30 graduate level credits.
- 6. Effective July 1, 2008, salary compensation shall be paid by direct deposit to a financial institution designated by each member of the unit.
- 7. The Teacher Salary Schedule for 2008-2009 is attached in Appendix A.
- 8. If the Board receives any new operating funds in the BOCC adopted budget for the 09-10 school year, the Board agrees to prioritize and allocate those monies toward salary payments, which may be one-time or recurring (depending on the nature of the BOCC funding increase.)

ARTICLE VI — LIMITATION OF DUTIES

- A. Every teacher shall be provided a lunch period free of any duty or responsibility each regularly scheduled workday. This period shall extend for at least thirty (30) consecutive minutes. Teachers shall have the right to leave the building during this time provided they notify the office when leaving and upon returning. Except for emergencies, teachers shall have the right to decline a request to perform any duties during the lunch period.
- B. A teacher, under no circumstances, will be required to transport a student on behalf of the school.
- C. Each high school teacher will have 450 minutes of unassigned duty time per week, with the exception of twice monthly when principals may utilize 45 minutes of that time to coordinate team meetings, staff development or other instructional-related activities. Any such collaboration time not used will revert to the teacher as unassigned duty time.

The above language shall be implemented once per month beginning January 1, 2009, through the last teacher contracted workday in June 2009. During this time, principals will have the opportunity to involve teachers in the planning and preparation for full implementation in the 2009-10 school year.

- D. Each middle school teacher shall have a total of 270 minutes of unassigned duty time per week. The additional 180 minutes per week shall be

scheduled by the principal and in blocks no less than thirty (30) minutes and no greater than forty-five (45) minutes of time.

- E. Each elementary teacher shall have a total of at least 270 minutes unassigned duty time per week. 240 of those minutes shall be during the student day and shall not be scheduled in less than 40-minute blocks. This planning time will be allocated on a daily basis. Time beyond the 240 minutes may be scheduled outside the student day and shall not be scheduled in blocks of less than 30 minutes. Any time beyond 270 minutes may be scheduled by the principal.
- F. Except when a substitute cannot be secured or supporting service personnel (assistants) are not available, teachers shall not be required to serve as substitutes during their planning period. Teacher usage shall be only as a matter of last resort.
- G. In so far as possible, all teachers, including part time teachers sharing one position, shall have prorated loads of classes and other professional assignments.
- H. The Board shall provide in all schools supporting service personnel (assistants) whose primary function shall be to assist teachers in the performance of nonteaching duties at a ratio of 1 to 500 students. Schools that do not meet the ratio of 1 to 500 students shall be entitled to one assistant. See Article XXXVI — General Provisions, Section H.
- I. Teachers shall not be required to obtain substitutes.
- J. Working Hours and Work Load
 1. All classroom teachers will be assigned appropriate starting and dismissal times, provided that their total regular workday will be no longer than seven and one half (7-1/2) consecutive hours, including the duty free lunch period, except when faculty meetings are held. Except in cases of emergency, the number of building faculty meetings shall be no more than one per month and extend no longer than one hour in length beyond the regular workday.
 2. In regard to delayed opening and/or early dismissal days, the workday of teachers will begin thirty (30) minutes before the scheduled student starting time on said day, and will end thirty (30) minutes after the student dismissal on said day.
 3. A teacher, who has a school-age child, may request the principal to make a schedule adjustment on a parent conference day to enable the teacher to attend a conference. The principal shall make every effort to provide the necessary time to accommodate the request.
 4. When a feeder pattern or individual school is closed and the rest of the system remains open, staff is expected to report to work when

conditions are safe. The principal may work out alternative plans for those who are unable to get to school safely, which may include working at an alternative location or making up the hours at a different time.

- K. The Board and the Association recognize that many teachers perform school related responsibilities beyond the normal school day. The acceptance of such responsibilities is voluntary.
- L. Teachers shall be reimbursed fees for physical or psychological examinations if required only by the local Board.
- M. Teachers shall not be required to perform the following nonteaching duties.
 1. Keeping records for money collections for insurance, photographs, charities, dues, etc.
 2. School wide detention duty.
 3. Filling out non-evaluative identifying data on student records.
 4. Janitorial duties.
 5. Bulk delivery of books to classrooms.

N. Hazardous Work Conditions

A teacher will not be required to work at any site designated as hazardous (unsafe or dangerous). The superintendent, proper administrator, or appropriate state or federal agency responsible for overseeing workplace conditions shall determine when a location is hazardous. When this occurs, teachers will be notified as soon as possible by the principal.

- O. The FCTA and the Board agree that continuing communication with parents of students is desirable and necessary. Therefore, each teacher is strongly urged to make every effort to attend at least one Open House or a PTA meeting each year.
 1. The principal of each school shall notify the faculty of these scheduled events no later than September 15 of each year.
 2. The FCTA shall make every reasonable effort to inform teachers of this position. The FCTA shall urge such teacher attendance, both publicly and privately, using whatever methods it deems appropriate.
- P. Participation in the Professional Learning Communities (PLC) outside the regular day is considered voluntary and shall be paid at the designated workshop rate of pay.

ARTICLE VII — PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of a teacher is not within the appropriate concern

or attention of the Board except as it may directly affect the efficient performance of assigned functions during the workday.

- B. Each teacher is entitled to full rights of citizenship, and no religious or political activities of any such teacher outside the regular hours of employment, or the lack thereof, will be grounds for any discipline or discrimination with respect to the professional employment of such person.
- C. The Board and the Association agree that academic freedom is essential to the fulfillment of the purpose of the Frederick County School System, and they acknowledge the fundamental need to protect teachers from censorship or restraint which might interfere with their obligations to present fairly all sides of issues in their teaching functions. Both parties understand that classroom presentation and discussions shall be relevant to course content as prescribed in the appropriate Curriculum Guides adopted by the Board of Education.

ARTICLE VIII — TEACHER EVALUATION

Effective for the 2008-09 school year, a new observation/evaluation model will be implemented for regular classroom teachers as identified in Appendix B. The jointly identified teacher evaluation committee will study the new process and provide an assessment and recommendations on or before December 31, 2008. Teachers in assignments outside of the regular classroom will continue to be observed and evaluated under this Article until the task force recommendations are fully implemented.

A. Observations

1. Nontenured teachers shall be observed by more than one qualified person a minimum of four times a year: twice during the first semester subsequent to September 15 at the elementary level and no sooner than ten (10) days after the first student day of each semester at the secondary level and twice during the second semester prior to April 25. Except in emergency, observations will not be made the day before or after Thanksgiving, Christmas, or Spring Break, or on conference days. Observations shall be conducted by the principal, assistant principal, director, supervisor, or coordinator certified in the area of concern.
2. Tenured teachers holding an APC shall be observed by the principal or assistant principal a minimum of once per year subsequent to September 15 at the elementary level and no sooner than ten (10) days after the first student day of each semester at the secondary level. However, when a teacher is formally evaluated, evaluations must be based on at least two (2) observations conducted during the school year. Observations will not occur during the last ten (10)

student days of the school year. Except in emergency, observations shall not be made the day before or after Thanksgiving, Christmas or Spring Break, or on conference days.

3. Employees who have had at least three (3) years of successful experience with Frederick County Public Schools and are rehired after they have retired from Frederick County Public Schools shall be observed a minimum of once per year.
4. Observations will be recorded on a jointly devised form. Teachers shall receive a copy of the observations within five (5) days after they are made. Teachers shall acknowledge the opportunity to review the observation report by signing the file copy. Such signature does not indicate agreement with the content. A conference will be held following the report of the observation. The Board retains final authority for authorization of this form.
5. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. All observations shall be made in person for a minimum of thirty (30) consecutive minutes. If the observation exceeds a normal class period, the observer will provide the teacher with a written explanation on the formal observation form.
6. The appropriate administrator maintains the right to conduct observations beyond the minimum, as necessary.
7. The observation form shall clearly state any concerns and recommendations.
8. If a teacher receives an unsatisfactory on an observation for their performance, the teacher shall be given a reasonable period of time to implement the observer's recommendations.

B. Evaluations

1. Nontenured teachers shall be evaluated twice, once during the first semester and once during the second semester.
2. Tenured teachers holding either a Standard Professional I or II Certificate shall be evaluated at least once a year.

A tenured teacher holding a five year Advanced Professional Certificate (APC) shall receive an evaluation at least twice during the validity period of each certificate. The first evaluation shall occur during the initial year of the certificate.

Teachers currently holding a ten year Advanced Professional Certificate (APC) shall be evaluated at least twice (2) within a five (5) year cycle of their certificate.

3. Employees who have had at least three (3) years of successful service with Frederick County Public Schools and are rehired after they have retired from Frederick County Public Schools shall be evaluated at

least one (1) time annually.

4. All evaluations shall be based on job related criteria. Evaluations shall be based primarily on observations completed since the last evaluation. The evaluation form shall clearly state any concerns and recommendations.
5. Teachers shall be evaluated on a form jointly devised by the superintendent and the Association.
6. Teachers shall acknowledge the opportunity to review the evaluation report by signing the file copy. Such signature does not indicate agreement with the content. Teachers will receive a copy of the evaluation within ten (10) days after it is made but no later than five (5) school days prior to the last duty day for teachers receiving less than a satisfactory evaluation. Teachers will have the right to respond in writing to the evaluation. That response shall be filed with the building principal, associate superintendent, and the personnel file.
7. If a teacher receives an unsatisfactory on an evaluation for their performance, the teacher shall be given a reasonable period of time to implement the evaluator's recommendations.

C. Professional Remediation Plan

1. When an administrator has a concern with the professional performance of a tenured staff member, the administrator shall notify the staff member, in a timely manner, in writing. This notification will include the specific concerns and recommendations in order to correct the concern and a reasonable timetable that the staff member will have to correct the concern.
 - a. The associate superintendent will discuss with the teacher the specific deficiencies.
 - b. If the associate superintendent determines that a formal remediation plan is necessary, the appropriate administrative personnel and the teacher will develop a specific written plan for improvement of the noted deficiencies. The plan will include goals or objectives, strategies to be used, personnel to be utilized, materials to be used, time frame, and measure of success.
 - c. The principal shall be responsible for managing the remediation plan and will schedule pre- and post-observation conferences with the participants, and adjust the plan as needed, and conduct evaluations of the plan.
 - d. It is the responsibility of the teacher to work to improve the noted deficiencies.
 - e. Where possible, teachers shall be notified by August 1 of the implementation of a remediation plan. However, teachers may be placed on a remediation plan any time during the school year

with prior advance notice.

2. If there is a disagreement with the plan, the staff member must indicate their disagreement and the reasons in writing to the associate superintendent within ten (10) days.

D. Personnel File

1. Material of a negative nature must be shown personally to the teacher prior to placement in the personnel file. Teachers shall acknowledge the opportunity to review said material by signing the file copy. Such signature in no way indicates agreement with the content. The teacher will have the right to submit a written answer to such material which will be placed in the file.
2. The evaluation shall not be placed in the employee's personnel file until after the principal or appropriate administrator has held a conference with the teacher.
3. Teachers shall have the right, by appointment, to review the contents of their personnel files. A teacher shall be entitled to have a representative of the Association present during such review.
4. Upon termination of employment, final evaluation of a teacher shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance.
5. The Board agrees to protect the confidentiality of personnel references, academic credentials, and other similar documents.

ARTICLE IX — MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. When, in the judgment of a teacher, a student is, by behavior, seriously disrupting the instructional program to the detriment of other students, the teacher may exclude the student temporarily from the classroom and refer the student to the building administrator for appropriate intervention.
- B. In the event that a student makes a physical or verbal threat to other students, the teacher, or the facilities, the student will not be returned to the classroom from which excluded until the principal has conducted a conference with the teacher and any appropriate parties. When a conference takes place during instructional time, the classroom teacher will be released from instructional duties.
- C. An appropriate student disciplinary procedure, consistent with Board policy, may be developed for each school building with the involvement of members of the faculty and administration. Findings

and recommendations for procedures may be submitted to the principal through the Association building committee.

ARTICLE X — PERSONNEL EMPLOYMENT

- .A. 1. With the exception of rehired retired teachers, all new teachers or reinstated teachers will be placed on the proper step of the salary schedule according to their certification status, experience, and education.
 - a. In calculating experience, newly hired teachers who have worked one-half (1/2) year or more of a work year for their prior employer, will be given credit for a full year. The one-half (1/2) year cutoff date for experience credit will be the first day of the second semester.
 - b. All currently hired teachers who work one-half (1/2) year or more of the work year shall be given credit for a full year.
 - c. All teachers hired to fill vacancies which they have served in for one-half (1/2) year or more of a work year shall be given experience credit for a full year and paid a pro-rated salary for the actual period worked.
 - d. The Board shall recognize courses, programs, and degrees from institutions which have accreditation accepted by the Maryland State Department of Education.
 - e. Rehired retired teachers are eligible to receive experience credit with a maximum of ten (10) years of service with FCPS.
- 2. No more than two (2) persons will be employed in a full-time position.
- 3. Credit will be given from previous outside teaching experience in duly accredited schools upon initial employment in accordance with the provisions of Article V. Additional credit not to exceed two (2) years for military experience, or alternative civilian service required by the Selective Service System, and not to exceed two (2) years for appropriate Peace Corps, VISTA, or National Teaching Corps work, and time spent on a Fulbright Scholarship will be given upon initial employment.
- 4. All part-time teachers (.5 or more) shall receive health and life insurance benefits, as governed by their employment. Salary, sick leave, and personal leave shall be prorated for all part-time teachers regardless of percentage of time employed.
- B. 1. Up to all the maximums set forth in section A above including the exclusion of longevity increments:
 - a. Teachers with previous teaching experience in the Frederick

County school system will, upon returning to the system, receive equivalent credit on the salary schedule for all subsequent outside teaching experience, military experience, or alternative civilian service required by the Selective Service System, Peace Corps, VISTA, or National Teacher Training Corps work, and time spent on a Fulbright Scholarship.

- b. Subject to certification status, such teachers who have not been engaged in other teaching or other activities indicated above will, upon returning to the system, be restored to the next position on the salary schedule above that at which they left.
 2. Previously accumulated unused sick leave days will be restored to all teachers returning from an approved leave of absence.
- C. In any reduction in the bargaining unit as a result of budgetary actions or curriculum and/or administrative organization, every effort will be made to transfer affected teachers to other similar positions within the school system where vacancies exist and for which the affected teachers are certified.

If no similar positions are available, non tenured teachers in the subjects and/or grade levels affected will be laid off or separated from the active employment rolls prior to tenured teachers in the same subjects and/or grade levels. If it becomes necessary to lay off tenured teachers, they shall be laid off in the inverse order of their seniority. An appropriate seniority list will be made available for inspection when a tenured teacher has been laid off and disputes a seniority ranking. The seniority list will be developed from the last date of employment and furnished to the Association. If there is a tie, the affected teachers will have seniority calculated as defined in Article I.B.

Teachers on an unpaid leave of absence shall retain accrued seniority. Teachers on military leave, Association leave, and on layoff shall continue to accrue seniority during that time.

A countywide list of all certificated personnel employed as of July 1 of each year shall be compiled and available upon request of FCTA. The list will indicate name, date of first employment, date of current employment, and cost center.

2. Teachers on layoff shall be placed on a priority recall list in accordance with their seniority. The teachers shall be recalled as vacancies become available in accordance with their position on the list and their certification for said vacancies.
3. When vacancies become available, the teacher will be notified of the vacancy by certified mail sent to the last known address. The teacher so notified shall notify the responsible administrator, in writing, in not

more than ten (10) days after receipt of notification of the vacancy as to whether or not the position will be accepted. The teacher may decline the first offer of employment. If the teacher declines the second offer of a position, reemployment rights shall be forfeited. All teachers shall remain on the priority recall list for a maximum of three (3) years.

4. While a lay-off continues, no new teachers shall be hired except in those unique circumstances where (a) there are no teachers on the priority recall list qualified to fill the vacancy, or (b) all qualified teachers on the priority recall list decline the offer to fill the vacancy.
5. Any layoff due to reduction in force shall not be subject to any dismissal procedure required elsewhere in this Agreement.
6. Teachers recalled under these provisions shall have restored to them all previously accrued sick leave and personal leave.
7. The Board and the Association recognize that appropriate governmental agencies which have jurisdiction may promulgate rulings and/or regulations that may impact this Article. If such rulings or regulations cause any provisions to be in conflict, the parties shall meet within ten (10) days for the purpose of renegotiating only the provision(s) held to be contrary.

ARTICLE XI — TRANSFERS

- A. A vacancy-posting calendar will be identified annually by the end of the first week of January. Principals will notify their directors of all vacancies that develop in their buildings. The directors will verify to Human Resources Office the positions eligible for posting for the voluntary transfer process. All teachers who have completed at least one (1) year of satisfactory experience as evidenced by the evaluation cycle, teachers returning from extended leave and excessed teachers are eligible to participate in the transfer process if they hold the appropriate certification for a posted vacancy. Vacancies will only be advertised once during the transfer process. The principal shall consult with the appropriate director when requesting a transfer of a nontenured teacher.
 1. A list of new vacancies for the subsequent school year will be posted by the Human Resources Office during the following times:
 - a. Mid-February to mid-May for a period of seven (7) days posting.
 - b. Teachers who want to be considered for vacancies that occur after the mid-May vacancy list is posted may submit a list of ten (10) schools or assignments for which they wish to be considered to the human resources department on the appropriate form. Teachers will be interviewed if an opening occurs at their school assignment identified on the transfer request form. Open

transfer requests will be honored through July 15.

Posting will occur around the 15th of each indicated month. Announcements will include closing dates for notification of candidates not selected for a posted position. If teachers remain on the "To Be Placed List" certain related positions may not be resolved in the window period.

2. The following positions when not filled by staff within a building will be posted at the time they occur for ten (10) days. All current FCPS teachers with appropriate certification will have an opportunity to apply for a transfer to these assignments:
 - Reading Specialist
 - School Counselor
 - Teacher Specialist
 - Transition Coordinator
 - Media Specialist
 - Student Support Teacher
 - Intervention Teacher
 - Athletic Director
3. Teachers requesting an increase/decrease in their assignment should use this transfer process to achieve their desired increase/decrease in assignment. The job share option (Article XXXIV) is also available as a means for a teacher to request a reduction in assignment. The teacher is responsible to identify the teacher with whom they wish to partner, as well as the position, within the published timelines.
4. Personnel wishing to be considered for any posted vacancy for which they are certified must apply to the Human Resources Office on the form provided for transfer requests. The forms must be received in the Human Resources Office by the close of business on the posting deadline date.
5. The Human Resources Office will provide to principals and directors a list of the teachers who have applied to the vacancy list.
6. Principals will conduct interviews of all internal candidates within the timelines stated in Section A.1.a. and b. The actual dates may vary due to holidays and school closings. The director will notify the successful candidate.
7. Principals shall notify the unsuccessful internal candidates within seven (7) days of the last interview for the posted positions.
8. Principals will notify their directors and the Human Resources Office of their decision regarding the posted positions.
9. Teachers "To Be Placed" include excessed teachers and teachers returning from extended leaves of absence.
 - a. Teachers "To Be Placed" may respond to all vacancy lists by completing the appropriate transfer form.
 - b. Teachers on extended leaves of absence must give notice of their intention to return to work to the Human Resources Office by April 1.

- c. Teachers not selected by a school will be assigned by the director.
 - d. Teachers who have been assigned by the director may continue to respond to the vacancy lists.
 - e. All eleven-month and twelve-month teachers who are to be reduced in their length of employment shall be notified by May 1 unless funding information is unavailable by that date.
- B. Generally, transfers will be complete by July 15. Some exceptions may be made after July 31. The affected teacher(s) will be notified as soon as possible as to the reasons for the transfers.
 - C. Transfers may be initiated by the administration and, if acceptable to the teacher, shall be considered voluntary.
 - D. When an involuntary transfer decision is necessary such factors as teacher performance, qualifications, length of service, frequency of being subjected to the involuntary transfer process and best interests of the overall needs of the school system may be considered. Such criteria is in no way intended to compromise the superintendent's authority to assign and transfer employees as the needs of the school system require, but rather to insure a fair and consistent process.

Except in emergencies, the teacher shall be notified twenty (20) calendar days in advance of the intended transfer. In all cases, the teacher shall be afforded the opportunity to discuss the proposed transfer. Upon request, the superintendent or designee shall furnish the teacher information why the transfer is being made.

ARTICLE XII — EMPLOYEE ASSIGNMENTS

- A. All teachers will be given written notice of their salary schedule and building assignment for the forthcoming year as soon as possible after budget enactment. All teachers will be given notice of their class and/or subject assignments, responsibility assignments, and room assignments for the forthcoming year and not later than July 31.

In the event that changes in such schedules, class and/or subject assignments, responsibility assignments, or room assignments are proposed after the above dates, all teachers affected will be notified promptly in writing and, upon request of the employee, the changes will be promptly reviewed between the superintendent or the superintendent's representative and the teacher.

- B. In order to assure that pupils are taught by teachers working within their areas of competence, when feasible, teachers will not be assigned outside the scope of their teaching certificates and/or their major or minor fields

of study.

ARTICLE XIII — PROMOTIONS

- A. A promotion is defined as moving from any teaching position to one listed on the administrative and supervisory responsibility scale.
- B. All vacancies in promotional positions shall be filled on the following basis:
 - 1. Whenever a vacancy arises or is anticipated, the superintendent shall cause a notice to be posted in each school, setting forth a description of and the qualifications for the position, including duties and salary range. Promotional vacancies shall be advertised throughout the year, including summer months, on the FCPS web site. In addition, the superintendent will post a list of such vacancies in each school, with a copy of said notice being transmitted to the Association.
 - 2. Unless there are extenuating circumstances, such notices shall be posted fifteen (15) days prior to the filing date when applications must be submitted. If notification is less than fifteen (15) days, the Association shall be notified.
 - 3. Teachers who decide to apply for such vacancies shall submit their applications in writing to the superintendent or authorized representative. The time limit specified in the notice shall be adhered to unless there are extenuating circumstances.
 - 4. When a vacancy occurs, a promotion committee may be appointed by the superintendent consisting of five (5) professional educators who are familiar with the duties and responsibilities associated with the position to be filled. Two (2) members of the committee may be classroom teachers. The committee shall have advisory status and shall recommend to the superintendent one (1) or more candidates.
 - 5. Vacancies shall be filled on the basis of experience, competency, and other qualifications of the applicant. Ordinarily, preference shall be given to present teachers. Inquiries may be directed to other school systems when it is deemed advisable in the best interest of the Frederick County school system. The successful applicant shall meet the certification requirements established by the state board of education for the position, or shall fulfill such requirements within one (1) year.
 - 6. The availability of leadership positions in other counties shall be made known in the same manner as set forth in paragraph one (1) whenever possible.
- C. No teachers shall be denied the opportunity to apply for selection to participate in seminars or workshops sponsored by the Board for potential

administrators and supervisors.

ARTICLE XIV — EVENING SCHOOL AND FEDERAL PROGRAMS

- A. All openings for evening school positions under federal and other special programs (including non teaching positions for which teachers may be qualified and eligible) will be published by the superintendent as per Article XIII and sent to every school for posting.
- B. In filling such positions, consideration will be given to a teacher's area of competence, certification status, major and/or minor fields of study, quality of performance, attendance record, and length of service in the Frederick County school system, and when all other factors are substantially equal, preference will be given first to ten-month teachers who have taught the subject area and/or grade level in question during the regular school year and then to ten-month teachers who have taught the grade and/or subject in question on a regular basis at any time during the preceding school years.
- C. All evening school teachers, regardless of source of funding, will be paid at their per diem rate of pay.

ARTICLE XV — WORKSHOPS/SUMMER SCHOOL/SUMMER ACADEMY

- A. All Workshops/Summer School/Summer Academy offered by the Board shall be advertised by the superintendent or designee and sent to every school for posting at least ten (10) school days prior to selecting personnel to participate in said workshops. Specific criteria required for participants will be listed in the notice.
- B. Teachers who desire to participate in these workshops shall notify the superintendent or designee prior to the closing date mentioned in the advertisement.
- C. Teachers not selected to participate in workshops shall be notified in writing prior to the beginning of the workshop. If more applicants meet the specified criteria than can be accepted, additional criteria will be developed. Upon request, the additional specific criteria used will be furnished.
- D. Payment for workshops shall be rendered to the participant within thirty (30) workdays after the completion of the workshop.
- E. Teachers' rate of pay for workshop participation shall be \$25.50 per hour and teachers who are presenters shall be paid \$35.70 per hour.

Effective July 1, 2008, workshop rate of pay will be adjusted in accordance with the overall percentage increase provided to the teacher salary scale.

- F. Payment for summer school and super camp positions shall be at the individual teacher's per diem rate as defined in Article V. The teacher will receive payment within thirty (30) days after the completion of the program.
- G. Teachers conducting MSDE approved workshops and classes shall be compensated \$49.98 per hour.

Effective July 1, 2008, workshop rate of pay will be adjusted in accordance with the overall percentage increase provided to the teacher salary scale.

ARTICLE XVI — DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from the teachers' salaries unified membership dues for Frederick County Teachers Association, the Maryland State Teachers Association, and the National Education Association as said teachers individually and voluntarily authorize to deduct through an appropriate written authorization form prepared by the Association and approved by the human resources office. The Board agrees to transmit such monies promptly to the Association.
 - 1. Deductions shall be made in twenty (20) equal installments beginning in August and ending in June of each year. For new enrollees, deductions shall be made in sixteen (16) equal installments beginning in October. The Board will not be required to honor any authorizations that are delivered to it later than fifteen (15) working days prior to the distribution of the November payroll, except for authorized deductions for first year teachers, delivered after the distribution of the November payroll whose deductions will be made in equal installments computed in accordance with the number of pay periods remaining in that school year.
 - 2. The Association will certify to the Board in writing the current rate of membership dues. The Association will give the Board thirty (30) days written notice prior to the effective date of any change in the rate of dues.
 - 3. No later than October 1 of each year, the Board will provide the Association with a list of those teachers from whom dues were deducted on the August 30 payroll. The Board will provide a similar list from the November payroll not later than December 1.
 - 4. In the event that a teacher terminates employment, the Board shall deduct the balance of the unpaid dues for the current membership year from the teacher's final pay check and transmit these dues promptly to the Association.

B. Payroll deductions will be available at the request of the teacher for the plans and FERKO listed below. Except in case of emergency, the Board shall distribute all monies from payroll deduction accounts to the proper recipients within ten (10) workdays of its deduction following the pay date.

1. 403b Programs

A list of companies authorized to offer 403b products to the employees of the Board will be made available to all employees by September 1 of each fiscal year beginning July 1. The number of authorized companies for which payroll deductions will be made will be determined by the insurance council. The insurance council will recommend a number of providers deemed sufficient to provide an adequate array of eligible investment products for the benefit of all employees.

In order to be eligible for inclusion on this authorized list, the companies must meet the following criteria:

- a. A company must submit a written explanation of their company background, administrative capabilities, products and services for consideration by the insurance council.
- b. The insurance council will recommend to both the Board and the Association companies that should be on the authorized list.
- c. When a new company is added to the list before payroll will begin, the company must sign up a minimum of ten (10) employees initially. Once the minimum number of employees is signed up, payroll deductions will begin as soon as practical. Approved service-fee based providers must sign up additional employees following the minimum participants schedule listed below for the first three (3) years:

Year 1 – minimum of 15 employees

Year 2 – minimum of 30 employees

Year 3 – minimum of 50 employees

After year three (3), if at any time an approved service-fee based provider drops below fifty (50) employees participating in their program for six (6) consecutive months, during the school year, it will be dropped from the authorized list of companies at the end of the particular fiscal year in which such event occurs. No-load based providers will not be required to maintain a minimum number of participants due to the lack of on-site marketing.

- d. At any time the service-fee based company fails to meet this requirement by decision of the insurance council, it can be dropped from the authorized companies. At any time a company fails to comply with IRS regulations, by decision of the insurance

council, it can be dropped from the list of authorized companies.

2. Insurance plans approved by the Association and the Board.
 3. Teachers desiring payroll deductions for FERKO shall notify the Board in writing with fifteen (15) days notice.
- C. The Board agrees to deduct charitable contributions from teachers' salaries only for charity fund drives approved by the Association and the Board when the teacher has duly authorized such deductions and has voluntarily determined the amount of such a contribution. No school or individual quotas will be established.
- D. The rights and/or privileges granted to the Association by paragraph A of this Article will not be granted to any other teachers' group or organization during the term of this Agreement.
- E. For twelve-month employees, all deductions, except Association dues, shall be made in twenty-four (24) equal installments.
- F. FCTA-MSTA-NEA Voluntary Political Action Contributions (PAC) Deductions.
- G. The Board and Association assume no financial obligation arising out of the provisions of this subsection.
- H. Beginning in 1998, the insurance council shall study and make recommendations concerning the following but not limited to health insurance benefit design and cost for active and retired employees, dental insurance design and cost, life insurance, and 403b programs.
- I. U.S. Savings Bonds will be made available through payroll deduction.

ARTICLE XVII — INSURANCE

- A. The Board shall pay for each participating teacher each year 96% of the premium cost of group medical, prescription, and vision unless waived by the teacher. The teacher may elect to add family coverage with the Board contributing each year an amount calculated to equal 66% of that year's premium for the Board's family coverage plan. Such insurance shall include but not be limited to, the following benefits:

The specifications and benefits identified for the following plans are hereby appended to this Agreement:

| | | |
|--------------------|---|-------------------------|
| Medical | – | UnitedHealthcare |
| Vision | – | UnitedHealthcare Vision |
| Prescription Drugs | – | CVS/CAREMARK |

The specifications and benefits for the medical, vision, and prescription drug plans shall remain unchanged from those in effect on June 30, 2009.

- B.
 - 1. The Board shall pay for each teacher the full cost of term life insurance including accidental death and dismemberment equal to twice the teacher's salary to the nearest \$1,000 of salary with a minimum coverage of \$10,500.
 - 2. The Board shall make available to all eligible employees, at the employee's expense, the option to purchase supplemental life insurance. Eligible employees may also purchase, at their expense, additional life insurance for their dependents up to the approved plan maximum.
- C. Comprehensive general liability coverage will be provided for bodily injury, personal injury, or property damage, as specified in the Board's policy.
 - 1. The Board, through its insurance company, will agree to investigate, defend, and pay any claim if found legally liable resulting from alleged bodily injury or property damage occurring out of the course of one's assigned duties.
 - 2. Coverage will be extended to include personal injury arising out of false arrest, libel, slander, defamation of character, invasion of privacy, wrongful entry or eviction, and incidental malpractice related to student health services and psychological services performed by employees and in the course of their assigned duties.
- D. The Board shall contribute 100% of the premium cost per participating teacher, unless waived by the teacher, for the purpose of a dental plan each year.
 - 1. The selection of the plan and determination of benefits to be bid shall be the duty of the insurance council as per paragraph E. of this Article.
 - 2. The specifications and benefits are identified in the Delta Dental Program as in effect July 1, 2003, and hereto appended to this Agreement.
- E. The insurance council shall be composed of four (4) representatives of the Association and four (4) representatives of the Board of Education.
 - 1. The insurance council shall meet within a reasonable time after a request of either party to discuss, study, and report on suggestions pertaining to the employee benefit plans and costs. Minutes of such meetings shall be available to all members of the council.
 - 2. Association representatives on the insurance council shall be released from school duties for meetings of the insurance council without loss of salary whenever it is jointly decided to hold such meetings during the school day.

3. The tasks of the Insurance Council should be focused on:
 - Making recommendations for plan design and rate setting with the assistance of a consultant.
 - Making recommendations on the insurance fund reserve.
 - Making recommendations on the FCPS budget mark for funding employee benefits.
 - Hearing member appeals
 - Evaluating insurance vendor bids
 - Reviewing monthly financial reports
 - Participating in benefit bid reviews with the assistance of a consultant.
 4. The insurance council shall establish and appoint subcommittees as needed to address the following:
 - Benefit coverage appeals
 - 403-b Tax Sheltered Plans
 - OPEB funding/Cost containment
 - Ad Hoc committees to address council initiatives
- F. The specific insurance coverages shall be listed in the employee benefit plan description booklet, which will be updated at the conclusion of these negotiations. The coverages shall not be modified, except with a written notice of thirty (30) days in advance of the proposed changes to the FCTA. Approval by both the Board and FCTA Executive Board will be required prior to implementation.
- G. The Board shall exercise all of its rights under the third party contracts with insurance providers to assure that all specifications are met by these providers.
- H. Beginning in 1998, the insurance council shall study and make recommendations concerning the following but not limited to health insurance benefit design and cost for active and retired employees, dental insurance design and cost, life insurance, and 403b programs.
- I. Retiree Insurance
1. Retiree is defined as having at least ten (10) years of service with FCPS.
 2. Effective July 1, 2009, the Board will contribute 80% of the premium for all retirees with 25 or more years of service.
 3. Effective July 1, 2009, the Board will contribute 65% of the premium for all retirees with service between 10 – 24 years.

4. Effective July 1, 2009:

- a. The Board will make no contribution to the dental premium costs for retirees. Retirees may participate in the dental plan but will assume full premium costs.
- b. Previous Board contributions for dental premium costs will be reallocated to cover costs for the retiree dependent premium.
- c. A significant portion of the Board's previous contribution to dependent medical premiums will be reallocated to support individual retiree premiums.
- d. The Board's previous dental premium contribution plus the remaining Board's previous dependent contribution will comprise the new Board allocation for dependent coverage.

J. Auto Insurance Reimbursement

1. In arranging schedules for teachers who are assigned to walk to more than one school building, travel shall be limited to one trip to a school building per day.
2. Upon verification from supervisor, the Board shall reimburse student support teachers, CASS personnel, and school counselors and enrichment specialists who may be required to use their own automobiles in the performance of their duties to transport students, \$75.00 per year for insurance coverage above state minimums, with a minimum of \$100,000/\$300,000 bodily injury and \$100,000 property damage.
3. In addition, after approval by the superintendent and upon certification, other employees who may be required to use their own automobiles routinely to transport students during the course of the year may receive this payment.

ARTICLE XVIII — TERMINAL PAY

- A. Teachers presently employed at the time of retirement or death while under contract, shall receive terminal pay at the rate of forty percent (40%) of the accumulated sick leave at the final hourly per diem. To be eligible, the teacher must have served ten (10) years in the Frederick County schools.
- B. Retirement Notification – In order to be eligible for benefits under Section A. above, teachers must submit completed retirement forms to the Human Resources office thirty (30) days prior to the projected retirement date. Advanced notice may not be a requirement in case of medical necessity or disability retirement. Upon death, tenured teachers shall receive this benefit regardless of years of service.

- C. Any unused personal days shall be counted as sick leave upon the teacher's retirement or death.

ARTICLE XIX — REIMBURSEMENT FOR EDUCATION EXPENSES

- A. The Board shall reimburse professional personnel holding the Standard Professional Certificate for tuition costs incurred in a program leading to:
- the Advanced Professional Certificate, or Master's equivalency
 - a Master's Degree, or
 - a Board of Education approved Doctorate, or
 - an additional endorsement to the SPC in a teaching area declared to be one of a critical shortage by the executive director of human resources, or
 - certification requirements under provisions established under federal law (i.e., No Child Left Behind).

Professional personnel holding an Advanced Professional Certificate who have not received reimbursement for the maximum 36 credits available are eligible to request reimbursement for additional graduate level course work up to the maximum 36 credits.

Under this Article, newly employed teachers holding a conditional certificate are eligible for a maximum of six (6) credits per year for tuition reimbursement. Conditional teachers who receive tuition reimbursement and leave employment within one (1) year of receiving the reimbursement may be required to reimburse the monies paid, which may be deducted from their last pay check.

The maximum amount which the Board shall reimburse for tuition shall be the Hood College graduate tuition rate in effect at the time that the course was taken, except that this tuition reimbursement limit shall not apply to teachers who, as of June 30, 1994, were accepted into an approved Masters or Doctorate program at a college or university whose tuition rate exceeds the established tuition limit for courses taken by the teacher after July 1, 1994 at that institution.

The maximum tuition reimbursement per year shall be at the cost of nine (9) credits at Hood College graduate tuition rate or equivalent.

Courses and programs must be approved by the Human Resources Office prior to enrollment for employees to receive reimbursement. Employees will be entitled to be reimbursed up to thirty-six (36) semester hours, if they meet the above criteria. Reimbursement shall be made to the employee within thirty (30) workdays after the Board of Education has received all materials of verification.

- B. Salary adjustments earned as a result of increased professional training shall be made effective January 16 and July 1. Transition on the salary scale is determined using the experience matrix for the current fiscal year attached hereto as Appendix A.

Coursework must be completed and documents presented according to the following schedule for salary adjustments:

| | SALARY ADJUSTMENT EFFECTIVE DATE JULY 1 | SALARY ADJUSTMENT EFFECTIVE DATE JANUARY 16 |
|-------------------------------------|--|--|
| COURSEWORK COMPLETED BETWEEN | February 1 and August 1 | September 1 and January 31 |
| ALL DOCUMENTATION RECEIVED BY | Last workday in September | Last workday in February |

- C. Teachers shall be active employees at the time of the request, while course work is being completed, and when reimbursement is requested. The employee shall file the completed request for tuition reimbursement with the Board of Education by the dates listed below:

Filing Deadlines:

- | | |
|------------|--------------------|
| October 15 | For Summer Courses |
| March 1 | For Fall Courses |
| June 30 | For Spring Courses |

- D. The Board shall reimburse professional personnel holding the Advanced Professional Certificate tuition costs for courses that are required by the state or by the Board in order to meet certification requirements. The rate of reimbursement will be the same as described in Section A of this Article to a maximum of three (3) semester hours per year.
- E. The Board shall recognize courses, programs, and degrees from institutions that have accreditation accepted by the Maryland State Department of Education.
- F. Teachers holding conditional certificates may access educational reimbursement funds up to the amount of the Hood graduate credit rate to cover testing fees for Praxis I and II. Such reimbursement will be deducted from the overall eligibility for tuition reimbursement as outlined in "A" above.

ARTICLE XX — SICK LEAVE

A. During the first year of employment in Frederick County and during each successive year thereafter, each regular ten month teacher of the Board of Education shall be entitled to ten (10) days sick leave, the unused portion of which shall be accumulative. Eleven-month teachers shall be entitled to eleven (11) days, the unused portion of which shall be accumulative. Twelve-month teachers shall be entitled to twelve (12) days, the unused portion of which shall be accumulative. Use of sick leave must be no less than one-half (1/2) day increments.

B. Full-time teachers whose sick leave has been exhausted and who have been employed by the system for five (5) years or more may request that the Board consider granting ten (10) days beyond their annual allotment (total of twenty (20) days) for one year.

Teachers will not be eligible to request and receive this grant more than once within a five (5) year period. Special consideration will be given as to the number of such days allowed for regular teachers who are hired for fractional parts of the year.

C. Teachers on leave of absence do not forfeit sick leave. Teachers who resign and return shall have all previous unused sick leave restored.

D. The Board shall accept transfer of full, accumulated sick leave for professional personnel from any school system in Maryland.

E. Requests for sick leave from teachers because of illness in the family shall be construed to mean illness of a member of the immediate household. Immediate household is limited to the same principal permanent residence as the employee requesting the leave. Teachers may request up to five (5) days of sick leave per year for the qualified illness of their parent or child not living in the immediate household. A qualified illness is a documented illness or infirmity that requires inpatient care in a hospital, hospice, or residential medical care facility. Additionally, the executive director of human services shall authorize upon request and receipt of acceptable documentation the one time use, per eligible family member, by a teacher of accrued sick leave up to thirty (30) days in the event that the teacher's parent or child living out of the immediate household is diagnosed with a terminal condition. Other sick leave requests for members of the family not living in the immediate household or in excess of that permitted for a parent or child shall be processed as personal leave.

F. Teachers who are absent from work four (4) or more consecutive school days may be requested to submit a doctor's certificate to the benefits

office stating that they were unable to report for work; however, the superintendent may require justification of absence(s) whenever there is reasonable cause to believe an absence(s) is/are not bona fide, or the employee is on an action plan regarding unsatisfactory attendance.

- G. Teachers unable to perform their duties because of pregnancy may use sick leave during such incapacity.

ARTICLE XXI — SICK LEAVE BANK

- A. All teachers on active duty in Frederick County are eligible to contribute to a sick leave bank. Contributors will be permitted to use the bank for payment of prolonged, catastrophic, incapacitating, personal illness, injury or quarantine of the teacher during the regularly scheduled duty days, which illness, injury, or quarantine is not likely to permanently disable the teacher.
- B. Annual rates of contribution shall be as determined by the Association and certified to the Superintendent prior to July 1 of each year. Sick leave properly authorized to the bank for contribution will not be returned if the member effects cancellation. Cancellation, on the proper form, may be elected at any time and the member shall not be eligible to use the bank as of the effective cancellation date.
- C. Contributions shall be made between July 1 and October 1. Members returning from extended leave will be permitted to contribute to the bank within thirty (30) days of return to work. New teachers will be permitted to contribute to the bank within thirty (30) days after employment.
- D. The bank can be used on the first scheduled duty day for the member who contributed. The approval committee, upon receipt of a request for days, shall immediately forward to the human resources office a copy of said request. The human resources office shall within five (5) days inform the committee in writing of any concerns or information that may have a bearing on the committee's decision. The maximum number of sick days that can be granted in connection with any single occurrence of an illness or complications arising from such an occurrence will be equal to one (1) work year. If a member is still unable to return to work after exhaustion of all bank benefits, unpaid leave shall be made available in accordance with Article XXVI, Paragraph I. In lieu of said unpaid leave, the member, at his/her option, may apply for disability retirement benefits; however, in the event that a member who has been retired due to disability desires to return to active duty upon the expiration of such disability retirement benefits, the Board agrees to assign the member to a position in accordance with Article XXVI, Paragraph K. In no case will the granting of leave from the bank cause a member to receive more than the annual

salary.

- E. Members must use all accumulated sick leave before applying for leave from the bank. Application for use of the bank shall be made on the required form and submitted to the approval committee.
- F. An approval committee, appointed by the president of the Association, shall have the responsibility of receiving requests, verifying the validity of requests, recommending approval or denial of the request, and communicating its decision to the member and the human resources office. The committee shall develop its rules of procedures and shall give wide distribution of said rules upon approval of the executive committee of the Association and the superintendent.
- G. Upon receipt of the decision of the approval committee, the human resources office shall verify that the request is within the limits of the bank balance, that the applicant's accumulated sick leave has been exhausted, and that the applicant's illness is prolonged, catastrophic, incapacitating and personal. The decision of the approval committee shall be approved by the Human Resources Office unless the decision of the approval committee is arbitrary or capricious. Upon issuance of such approval, the human resources office shall forward the sick leave bank grant to the division of payroll.
- H. Any disputes arising from this article shall be expedited through the grievance procedure provided herein, except that the American Arbitration Association's expedited labor arbitration rules shall govern the proceedings.
- I. If a member does not use all of the days granted from the bank, the unused sick leave bank days will be returned to the bank.

ARTICLE XXII — FCPS-FCTA FAMILY CRISIS LEAVE EXCHANGE

The purpose of the Family Crisis Leave Exchange is to provide sick leave to certificated employees after their accumulated sick leave, personal leave, annual 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 the employees to be temporarily absent from their assignment. This leave is not available for the employees' personal illness or injury. The exchange will be funded by voluntary contributions of leave from certificated employees.

Rules

- 1. A request for leave may be requested only in connection with a

catastrophic and life threatening illness or injury of a member of the immediate family as defined as follows, or one that stands in the same status as determined by the administrating committee. Immediate family means the employee's spouse, child, parent.

2. The employee shall not be gainfully employed in any other capacity during the covered period.
3. Maximum grant shall be fifty (50) workdays.
4. A family may receive a maximum grant only once in any three (3) year period.
5. Contributors are limited to a maximum contribution of one (1) earned day in any individual case.

Procedures

1. Request must be made in writing to the FCLE in care of the FCTA Office, stating the details of the circumstances and the likely duration.
2. The finance department shall verify the employee's leave status to the committee.
3. Written statement detailing the condition, treatment plan, and diagnosis shall be submitted by the attending physician(s).
4. The committee shall notify the superintendent or his/her designee, the building principal, human resources, and the appropriate director of the request and seek any input that they may have concerning the request.
5. The committee shall approve or deny the request by a majority vote of the committee. The committee's decision is appealable to the FCTA board of directors within ten (10) days.
6. The committee shall notify the applicant of its decision, in writing, within ten (10) workdays.
7. Upon approval, the committee will first notify the staff at the applicant's work site of the need for voluntary leave donations, then all other sites.
8. Volunteers who wish to donate any of their earned sick leave must complete and sign the Family Crisis Leave Donation Form and return the form to the FCTA Office.
9. FCTA shall establish a database system to track the donations with their utilization.
10. FCTA shall provide human resources written notice of names of contributors, number of days donated, and names of recipients.
11. Donated days will be granted in the order they were received.
12. Should the applicant reach the maximum grant or return to work, or should he/she qualify for any other leave, any remaining contributions shall be returned to those who contributed them in the reverse order they were received. The exchange balance shall remain at zero (0) until

the next request.

13. The Family Crisis Leave Exchange will function on an as needed basis.

The committee will consist of at least five (5) certificated employees selected by the FCTA president and approved by the FCTA board of directors.

ARTICLE XXIII — EMPLOYEE PROTECTION

- A. Teachers will immediately report all cases of assault suffered by them in connection with their employment to their immediate supervisor in writing.

This report will be forwarded to the superintendent who will comply with any reasonable request from the teacher for information in the superintendent's possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teacher, the police, and the courts.

- B. Any teacher threatened with physical abuse in connection with employment shall immediately report the incident in writing to the immediate superior. Serious incidents involving verbal abuse or outright disrespect shall be reported in a similar manner.

At the teacher's request, this report shall be forwarded to the superintendent along with a statement of the corrective action taken by the principal. The affected teacher shall receive a copy of the principal's statement.

- C. The Board will budget funds to provide professional security services for school activities that are not open to the public. The cost of the above mentioned services for activities that are open to the public shall be deducted from the gate receipts of that activity.

ARTICLE XXIV — WORK YEAR

- A. Effective July 1, 2009, new teachers shall work 190 days and be assigned additional days prior to the first duty day to the extent required by FCPS and contingent on funding. Such days will be calculated at per diem rate of pay. Current teachers invited to participate shall be compensated at workshop rate of pay.
- B. Effective July 1, 2008, returning ten-month teachers shall work 190 days. As of July 1, 2007, a jointly developed evaluation form shall be used for all staff development. A joint FCPS/FCTA committee will review the staff development evaluation forms for the 07-08 school year. This committee will report the results to the bargaining teams and the Education Reform

Council.

- C. Returning eleven-month teachers shall work 208 days.
- D. Returning twelve-month teachers shall work 243 days.
- E. Prior to the opening of school, there shall be two professional days for all teachers and an additional professional day for new teachers. There will be one teacher workday prior to the first day for students and one teacher workday immediately following the last day for students.
- F. On professional days, teachers are involved in individual, team, school, and systemic activities that provide a high quality instructional program. Time on these days may also be used for conferencing with students and parents, as necessary, to ensure adequate academic progress through the year.
- G. Teachers will be provided a day at the end of each quarter to focus on evaluation of student work, completing report cards, individual planning for instruction, working collaboratively with colleagues or other professional development activities associated with school system priorities as determined by the school improvement team. Deviations will only occur when there are systemic requirements.
- H. The Board will annually evaluate and determine the designation of up to seven (7) school days on which students will either arrive two (2) hours late or be dismissed two (2) hours early in order to provide that time for teachers to conduct individual planning for instruction, evaluate student work, and/or work collaboratively with colleagues.

ARTICLE XXV — TEMPORARY LEAVES OF ABSENCE

- A. Teachers shall be entitled to the following temporary leaves of absence with full pay each school year:
 - 1. Each ten-month, eleven-month, and twelve-month teacher shall be credited annually with two (2) days to be used for personal leave. Teachers shall notify the immediate superior in writing of intent to use such leave. In case of emergency, when such prior notice cannot be given, the Superintendent may require evidence that an emergency existed.
 - 2. Unused personal days may be accumulated to a maximum of ten (10) days. Unused leave in excess of ten (10) days shall be credited to accumulated sick leave. Leave must be taken in no less than one half (1/2) day increments.
 - 3. Except when approved by the immediate supervisor, personal leave shall not be used the day before or after a holiday or vacation, or

on an inservice day or parent conference day, or at the beginning of the school year, or during the last two (2) days of the ten-month teachers' work year. Consideration will be given to the overall impact to the educational program and delivery of services prior to granting approval. Specifically, the superintendent or designee shall also take into consideration the following:

- The availability of substitutes.
 - How many requests from that particular individual in the past, and whether this request represents an emergency when the individual has been approved for the exception in the past.
4. Time necessary for jury duty.
 5. Time necessary for appearances in any legal proceedings connected with employment.

B. Bereavement Leave

1. Up to five (5) days at any one time in the event of the death of a teacher's spouse, child, grandchild, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, sister-in-law, brother-in-law, and those who stand in the same status as determined by the Executive Director of Human Resources. Except in unusual circumstances, days will be used consecutively.
2. A teacher will be granted up to three (3) days at any one time in the event of the death of a grandfather, grandmother, grandfather-in-law, grandmother-in-law, aunt, or uncle, and those who stand in the same status as determined by the executive director of human resources. Except in unusual circumstances, days will be used consecutively.
3. A teacher will be granted one (1) day in the event of the death of a niece or nephew and those who stand in the same status as determined by the superintendent.

C. Other leaves of absence with pay may be granted by the Board for good reason.

D. Leave days, consistent with the regulations in Section A.1. may be used for observance of recognized religious holidays of the teacher's faith which are not scheduled as holidays by the Board.

E. The Board of Education will provide 240 professional leave days for teachers other than A & S personnel to attend professional meetings related to their assignment. No more than three (3) days may be granted to any teacher in any one (1) school year.

Each curricular area shall have an allocation of professional days proportional to the total number of teachers in that area. A notification of

the allocation of those days will be submitted to the FCTA at the beginning of each school year. A final report of the actual usage of these days will be provided for the FCTA at the end of each school year.

In the event there are unused days available in the total allotment, these days will be used to reimburse personal business days that teachers may have used in attending professional meetings.

- F. A temporary leave of absence without pay due to personal disability, including pregnancy, shall be granted a teacher by the Board as follows:
 - 1. The teacher has exhausted sick leave and is still disabled.
 - 2. Medical verification of the disability shall be submitted by the teacher to the human resources office on the Board medical disability form.
 - 3. The human resources office shall establish the specific leave time for each teacher. Normally, this time shall not exceed two (2) months although exceptions may be granted by the human resources office.
 - 4. Employer health, life, and dental premiums shall be paid by the Board during the temporary leave.
- G. The Board may ask an employee requesting leave to explain the reasons for the leave so that the Board can determine if the leave qualifies as Family and Medical Leave Act leave.

ARTICLE XXVI — EXTENDED LEAVES OF ABSENCE

- A. The Board agrees that up to two (2) teachers designated by the Association will, upon request, be granted a leave of absence without pay for the purpose of engaging in Association (local, state or national) activities. While on leave teachers shall keep their certificate current by meeting the Maryland State Department of Education requirements and course work.
- B. A leave of absence without pay of up to two (2) years will be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full time participant in either of such programs or accepts a Fulbright Scholarship.
- C. A tenured teacher will be granted a leave of absence without pay for up to one (1) year for study. Additional leave may be granted at the discretion of the Board.
- D. Military leave without pay will be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment, or to the spouse of any teacher who is so inducted or who enlists to join the teacher for the period of special training in preparation for duty overseas in combat zones.
- E.
 - 1. Maternity Leave

If a teacher does not desire to return to her former position as soon as physically able to do so immediately following the birth of a child, the Board will grant the teacher a leave for the remainder of the school year. A leave request for this purpose must be received by the Human Resources Office by the end of the sixth (6th) month of the pregnancy, except in an emergency. Such request shall be accompanied by a physician's statement of the date of the expected birth.

2. Adoption Leave

Requests for an adoption leave without pay, not to exceed one (1) year must be made as soon as possible prior to the beginning date of such leave, except in case of emergency. The written request will also include the adoption papers of the newly adopted child.

3. After one year, a request may be made in writing for a second year.

4. With at least ninety (90) days notice, a teacher will be granted paternity leave without pay not to exceed one (1) year.

5. The teacher shall have the option of continuing as a participant in the existing insurance benefit programs at the expense of the teacher, while on these leaves.

F. A leave of absence without pay of up to one (1) year will be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.

G. The Board will grant a leave of absence, without pay, not to exceed four (4) consecutive years to any teacher not previously receiving such leave to campaign for, or serve in, a public office.

H. A tenured teacher will be granted a leave of absence, without pay, for one (1) full school year to teach in an accredited four-year college or university. The request for such leave must be received in writing in the human resources office no later than June 1. No teacher will be granted more than one such leave.

I. Other leaves of absence without pay may be granted by the Board for good reason.

J. 1. Upon return from leave granted pursuant to Sections A, B, D, or H, of this Article, a teacher whose certificate status is current will be considered as if actively employed by the Board during the leave and will be placed on the salary schedule at the level the teacher would have achieved if the teacher had not been absent, provided, however, that time spent on said leaves will not count toward the fulfillment of the time requirements acquiring tenure. A teacher will not receive increment credit for time spent on a leave granted pursuant to

Sections C, E, F, G, I, of this Article, nor will such time count toward the fulfillment of the time requirements for acquiring tenure.

2. All benefits to which a teacher was entitled at the time the leave of absence commenced (under Sections included in this Article), including unused accumulated sick leave and credits toward sabbatical eligibility, will be restored to the teacher upon return, and the teacher will be assigned to the same position held at the time the said leave commenced, if available or, if not, to a substantially equivalent position for which the teacher holds a valid certificate. Employees working in an out-of-area assignment at the time of leave may be placed upon return to an out-of-area assignment with no increase in the percentage of their time assigned out-of-area.
- K. All requests for extended leaves of absence, extensions, or renewals of such leaves, will be in writing and the Board will make a written response to all such requests. Teachers on extended leave must give notice of intention to return to work by April 1.
 - L. Unless mutually agreed upon, teachers taking leave under any provisions of this Article will return only at the beginning of a school year.
 - M. Except for Sections D and G, teachers who take approved leaves under the provisions of this Article will have the option of belonging to the group insurance benefit programs at the expense of the teacher.

ARTICLE XXVII — SABBATICAL LEAVES

- A. The purposes of a sabbatical leave are to enable a teacher to pursue an activity which will benefit the school system by enhanced professional competence, or to enable a teacher to perform in a critical area of need as well as benefit the teacher personally. Such activities might be study leading to a graduate degree with concentration in the individual's current teaching field and/or certification areas, or study leading to a bachelor degree for a non-degree vocational teacher; or study leading to a graduate degree with concentration in an area of specialization other than the current teaching field and/or certification areas; or travel.
- B. Upon recommendation of the superintendent, sabbatical leaves will be granted up to fifteen (15) applicants per year. Requests for sabbatical leave must be received in writing by the superintendent between July 1 and December 1 of the year preceding the school year for which the leave is requested. All applications will receive equal consideration regardless of when submitted within the above time frame.
- C. No applicant with an unsatisfactory rating on the prior year evaluation will be considered.

- D. To be eligible, a teacher must have completed at least six (6) full years of active service in the Frederick County school system. A teacher who has completed a sabbatical will be considered only after all applicants who have not had a sabbatical.
- E. An applicant who intends to study must register for a minimum of twelve (12) semester hours per semester unless an exception is granted by the executive director of human resources. After the sabbatical has been completed, the teacher shall present to the executive director of human resources adequate verification of the work or experience completed.
- F. An applicant who intends to pursue a program other than formal study must present a comprehensive proposal of the proposed program. If the applicant is accepted for a sabbatical leave, the approved program can be changed only by written consent of the executive director of human resources prior to July 1 of the sabbatical year. After the sabbatical has been completed, the teacher shall present to the executive director of human resources adequate verification of program completion.
- G. A teacher on sabbatical leave (either for one-half [$\frac{1}{2}$] of a school year or for a full school year) will be paid by the Board at fifty (50) percent of the salary rate which the teacher would have received if the teacher had remained on active duty, provided that such teacher agrees to return to employment in the Frederick County School System for a period of one (1) year. Should the teacher not return to the service of the Board, the teacher will be required to refund the salary granted for sabbatical leave.
- H. Upon return from sabbatical leave, a teacher will be placed on the salary schedule at the level the teacher would have achieved had the teacher remained actively employed in the system during the period of absence.

ARTICLE XXVIII — TEXTBOOKS, INSTRUCTIONAL MATERIALS AND SUPPLIES

- A. The Board guarantees that it will provide sufficient textbooks to insure that when textbooks are being used, each pupil will have textbooks for personal use.
- B. The Board agrees that it will provide sufficient instructional materials and supplies and adequate number of specialists so that teachers may fulfill their responsibilities in an adequate and professional manner.
- C. Every teacher may submit requests for materials of instruction, which will be reviewed by the appropriate administrative officers before arbitrary guidelines or percentages are established.
- D. The Board agrees to adjust its purchasing procedures as necessary to insure that textbooks and other materials of instruction are received in the schools prior to the opening of school.

- E. Both parties understand that the Board cannot be responsible for delays or appropriation limitations over which it has no control.

ARTICLE XXIX — PERSONAL INJURY/ILLNESS BENEFITS

- A. Whenever a teacher is absent from school as a result of personal injury or occupational disease caused by an incident or assault occurring in the course of employment, the teacher will be paid the usual salary less the amount of Workers' Compensation award for a period not to exceed one full work year, and no part of such absence will be charged to the annual or accumulated sick leave. It is expected that the teacher shall return to work when no longer disabled.
- B. A teacher who is physically unable to report for duty, as a result of an injury in the line of duty, may be placed on workers' compensation leave at full salary provided the teacher seeks the initial workers compensation assessment from a physician who is among a list of comprehensive preferred providers such as Health at Work in Washington County; Corporate Occupational Health Solutions in Frederick County; and like facilities in the following Maryland counties of Carroll, Howard, and Montgomery, as well as Jefferson County, West Virginia and Adams County, Pennsylvania.

If a teacher elects to seek an assessment from a physician who is not among the list of preferred providers, the unit member will be entitled to receive the benefit mandated by the workers' compensation law of Maryland but will not be entitled to the benefits in this section for full salary.

- C. Teachers shall notify the principal the same day of the occupational disease or injury or as soon as possible, and the teacher shall receive a copy of the report.

ARTICLE XXX — EXTENDED LEARNING/LEADERSHIP RESPONSIBILITIES

- A. A teacher who is selected to provide school improvement and/or instructional leadership or extended learning opportunities is known as either a department chair, a team leader, a teacher leader, and/or an extended learning teacher.
- B. These positions shall have a written job description. The job descriptions for these positions will clearly describe the responsibilities, duties, qualifications, and the authority of the position. Acceptance of such position shall be voluntary and assigned annually.
- C. Individuals holding these positions may mentor or coach other teachers but shall not participate in the formal observation, evaluation, other

teacher discipline, or recommend transfer decisions about other teachers. In this scenario, both parties are willing participants.

- D. Compensation for these positions shall be either a minimum of five (5) per diem days of pay or an alternative work year beyond the ten-month teacher calendar. (Regularly assigned eleven and twelve month teacher positions are not considered alternative work-year assignments, i.e., agriculture teachers, guidance counselors, and athletic directors.) Principals/supervisors may adjust the work week schedule for twelve-month teachers serving on school improvement teams when meeting times occur beyond the teacher's regularly scheduled work day.
- E. In order to support the continuous improvement process in schools, different leadership models may be created. Prior to enacting any change, such decision will be reviewed to determine if it is contrary to the current negotiated agreement, using the following process:
 - 1. The school principal will submit a written request to the appropriate associate superintendent outlining goals and rationale.
 - 2. The associate superintendent will notify FCTA to schedule a meeting to discuss the request.
 - 3. If it is determined that the current collective bargaining agreement precludes the implementation of the decision, joint agreement would have to be reached to either modify the existing negotiated agreement or to pilot the change.

ARTICLE XXXI — FAIR DISMISSAL PROCEDURE

- A. On or before May 1 of each year, the Board shall give to each nontenured teacher continuously employed since the preceding September 30, either:
 - 1. A written offer of a contract for employment for the next succeeding year providing for the terms and conditions of employment as specified by law and the negotiated agreement between the Board and the Association for each succeeding year, or
 - 2. A written notice that such employment shall not be offered.
- B. In the absence of notification as mentioned in A.1. and A.2. of this Article, a teacher shall be considered reemployed.

ARTICLE XXXII — TEACHER RIGHTS

- A. No teacher shall be disciplined or reduced in rank or compensation without cause.
 - 1. Cause is defined as having a fair and honest reason regulated by good faith and based on reasonable grounds to justify taking an

action. The Board is in compliance with the Article if the following procedures are followed.

- a. The teacher was given forewarning or had foreknowledge of the possible or probable disciplinary consequences of the teacher's conduct.
 - b. The Board's rule or managerial order was reasonably related to 1) the orderly, efficient, and safe operation of the education function, and 2) the performance that the Board might properly expect of the teacher.
 - c. The Board, before administering discipline resulting in reduction in rank or compensation, made an effort to discover whether the teacher did in fact violate or disobey a rule or order of management. No teacher shall be disciplined or be reduced in rank or compensation without cause.
 - d. The Board's investigation was conducted fairly and objectively.
 - e. Substantial evidence or proof was obtained that the teacher was guilty as charged.
 - f. The rules, orders, and penalties have been applied without discrimination to all teachers.
 - g. The degree of discipline administered was reasonably related to the seriousness of the teacher's offense and record of the teacher.
 - h. Section A. will not apply to probationary teachers.
- B. The Board, in carrying out its responsibilities under state statutes, will protect the confidentiality of all employees involved in a disciplinary action to the extent allowed by law.
- C. If an administrator has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees, students, or the public. However, if immediate action is required, such action is exempt from this provision.
- D. The Board and the Association shall not discriminate against any teacher on account of race, religion, color, national origin, marital status, sex, age, or sexual orientation.

ARTICLE XXXIII — ACTIVITY COMPENSATION — ATHLETIC DIRECTORS

- A. Teachers accepting assignments as coaches, athletic directors, or directors of specified activities which occur beyond the school day will be compensated as shown.

- B. The following principles of activity pay will govern eligibility, selection, and compensation of personnel for such assignments:
1. Assignment for activity pay shall be made by the principal prior to the beginning of the school year, if possible, subject to the approval of the associate superintendent.
 2. The specific activity and the number of teachers assigned to each activity in each school shall be determined by the principal with the approval of the associate superintendent; however, the number of activities and personnel assigned shall not be less than the number in effect in the 1979-80 school year, as long as there is sufficient student participation in the sport or activity.
 3. An assignment for activity pay shall be made for the period of such activity and shall automatically terminate at the conclusion of the activity as verified by the principal. All teachers receiving compensation for activities which occur beyond the school day shall be notified of their status for the coming year thirty (30) days after the completion of their activity as verified by the principal. A principal who has concerns with the performance of an individual conducting an activity compensation position shall notify the individual, immediately, in writing, as to the specific concerns and recommendations to correct those concerns. These activity compensation and athletic director positions are non-tenured positions.
 4. Whenever a vacancy for a compensated activity position arises or is anticipated, and such position cannot be filled by teachers from within the school, it shall be advertised throughout the county school system, for at least fifteen (15) school days prior to the filing date when applications must be submitted. Such advertisement shall set forth a description of and the qualifications for the position, including duties and salaries. Teachers deciding to apply for such vacancy shall submit applications to the person(s) mentioned in the advertisement.
 5. Each physical education teacher employed after July 1, 1981, may be required to coach one athletic extracurricular activity. All teachers seeking employment for these positions shall be informed of this provision of the Agreement.
 6. Teachers who decide to apply for vacancies during the vacation period shall submit their applications in writing to the principal and human resources office.
 7. Payment for the activity shall be rendered to the teacher in one (1) lump sum upon the completion of the activity as verified by the principal. The teacher shall be notified of the amount paid for each activity with the check in which such payment is made.

8. For income tax withholding purposes, activity pay shall be subject to withholding at the most favorable rate allowed by rules and regulations of the Internal Revenue Service and the State of Maryland.
9. Any teacher may suggest a change in an existing position or the creation of a new position in writing to the building principal. When the need for a new position, or change in an existing position occurs, the principal/supervisor will submit a job description and a request for such position to the appropriate assistant superintendent. If approved, the request will be submitted to the executive director of human resources for classification. The executive director of human resources will submit a recommendation for classification to the superintendent for approval. The employee will be notified of the superintendent's, or his/her designee's, decision in a timely manner.
10. All extracurricular activity positions shall have minimum job descriptions developed by the superintendent.
11. Credit for experience is based on the number of years as a head or assistant coach or sponsor at the high school or higher level.
12. Outdoor School: Should overnight stays at the outdoor school be re-established, the Board and FCTA shall meet to negotiate the stipend.
13. Effective July 1, 2009, the activity compensation scales for the 2009-10 school year will remain the same as the July 1, 2008, activity compensation scales.
14. 2009-2010 Activity Compensation Schedule is attached in Appendix C.
15. 2009-2010 Athletic Director Salary Scale is attached in Appendix A.

ARTICLE XXXIV — JOB SHARING

Current employees of the Board of Education shall be provided the option of sharing equally a full time teaching position with another teacher. This option will be made available only when there are two properly certificated teachers who volunteer for said position. The creation of the position must be approved by the principal, FCTA and the superintendent. Each teacher shall be a member of the bargaining unit and subject to the terms of the negotiated agreement between FCTA and the Board of Education. Notwithstanding any other provision of this contract to the contrary, those persons participating in job sharing would be subject to the following.

A. Workload

1. Each person would be responsible for one-half (1/2) of the classroom instruction and all inservice and parent conferences.
2. Each employee's sick days, personal days, planning time and lunch time shall be prorated based upon half-time employment.
3. Utilization of planning, lunch and assignment of noninstructional duties shall be agreed upon and covered under separate agreement approved by the employees, the principal, FCTA and the superintendent.
4. The employees may substitute for each other without loss of sick or personal days.

B. Salary

1. Each person will receive one-half (1/2) of the salary he/she would earn if teaching full time.
2. Each employee shall earn one (1) year of teaching experience on the negotiated salary schedule for each year of job sharing.

C. Benefits

1. Each employee shall be eligible to receive health and dental benefits with the Board of Education contributing one-half (1/2) of the premium it would pay if the individual were a full time employee.
2. Each employee shall be provided with life insurance according to Article XVII, Section B.
3. Each employee shall be eligible for a prorated amount of tuition reimbursement.

- D. Each job share contract shall be for a period of one (1) year. If the position is terminated as a job share, or an individual who was previously a full time employee does not wish to continue in a job share position, he/she shall be provided a full time position in his/her area of certification. This shall be done by assignment to a vacant position or if no similar position

is available the procedures identified in Article X – Personnel Employment, Section C.1. will be followed.

E. Retirement

Participation in the Maryland State Retirement/Pension Systems shall be in accordance with the Maryland State Retirement/Pension System guidelines.

F. In the event that either teacher substitutes for the other, he/she shall not receive any additional compensation.

ARTICLE XXXV — GRIEVANCE PROCEDURES

A. Definitions

1. Grievance

A “grievance” is a claim by a teacher of an alleged violation of the interpretation or application of this Agreement.

2. Aggrieved person

An “aggrieved person” is the person or persons making the claim. If the grievance affects a group or class of teachers or if the alleged violation affects Association rights, the Association may act as the “aggrieved person.”

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solution to the problems which may, from time to time, arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

Informal Level

A teacher with a grievance shall first discuss it with the principal or immediate superior directly, the objective being an informal resolution to the matter.

Level One

1. A teacher may present a grievance directly to the principal or immediate superior within twenty (20) days of first occurrence or first reasonable knowledge of alleged act. Such grievance must be in writing, signed by the FCTA president and must state specifically that this grievance procedure is being invoked. The teacher may appear alone or with a representative from the Association.

2. Within five (5) days of the receipt of the grievance, the principal or immediate superior shall inform the Association and the aggrieved person of the decision and shall provide a statement in writing of the reasons for the decision.

Level Two

1. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) days after the presentation of the written grievance, the teacher may file the grievance in writing with the Association within ten (10) days after the receipt at Level One.
2. If it so decides, the Association may refer it to the superintendent no later than fifteen (15) days after the receipt at Level One.
3. Within ten (10) days of the receipt of the grievance, the superintendent shall inform the Association and the aggrieved person of the decision and shall provide a statement in writing of the reasons for the decision.

Level Three

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) days after the grievance was received by the superintendent, the teacher may, within fifteen (15) days after receipt by the superintendent, request, in writing, that the Association submit the grievance to arbitration. If the Association determined that the grievance is meritorious, it may submit the grievance to arbitration no later than forty (40) days after receipt by the superintendent. If the Association fails to serve such notice of its intention to arbitrate within this time limitation, the grievance shall be considered settled. No individual employee shall have the right to invoke this arbitration procedure.

D. Selection of Arbitrator

1. If the Association and the Board are unable to agree upon the selection of an arbitrator within seven (7) calendar days after the Association's notice of appeal to arbitration, the Association shall submit the grievance to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association.
2. The jurisdiction of the arbitrator shall be confined to the express provision or provisions of this agreement at issue between the Association and the Board. The arbitrator shall have no authority to modify any provision, or to hear or decide on more than one grievance without the mutual consent of the Board and the Association. The decision of the arbitrator shall be final and binding on the aggrieved person, the Association, and the Board.

E. Miscellaneous

1. The number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite this process. The time limits, however, may be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be waived so that the grievance procedure may be exhausted as soon as it is practicable following the end of the school year.
3. The Association and the Board shall each bear its own expenses in these arbitration proceedings, except that they shall share equally the fee and other expenses of the arbitrator in connection with the grievance submitted.
4. By mutual agreement of the Association and the Board, the time limits stated herein may be compromised to allow the collection of pertinent information and in the interest of prudent resolution of the grievance.
5. If a grievance affects a group or class of teachers, it may be initially filed with the Superintendent at Level Two.
6. Any aggrieved person may be represented at all stages of the grievance procedure alone or, with a representative(s) selected or approved by the Association, and the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
7. No reprisals of any kind shall be taken by the Board or by any member of the administration against any aggrieved person, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
8. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
9. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent and the Association.
10. All meetings and hearings under this procedure shall not be conducted in public and shall include only the grievant(s), the superintendent, and their designated representatives.
11. Should the investigation or processing of any grievance require that a teacher be released from regular assignment, the teacher shall be released without loss of pay or benefits.

ARTICLE XXXVI — GENERAL PROVISIONS

- A. If a provision of this Agreement or any application of this Agreement to any teacher or group of teachers is held to be contrary to law or a court, then such provisions or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- B. 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. The Association agrees to abide by all provisions of this Agreement and to use every effort to inform and advise teachers in carrying out its provisions.
- C. A copy of this Agreement will be made available to each teacher in the negotiating unit by the Board.
- D. Negotiations for the successor Agreement shall begin no later than December 1 preceding the expiration date of this Agreement.
- E. If upon request of either party the state superintendent of schools determines from the facts that an impasse is reached in negotiations between a public school employer and an employee organization designated as an exclusive negotiating agent, the assistance and advice of the state board of education may be requested, with the consent of both parties. In the absence of such consent, upon the request of either party, a panel shall be named to aid in the resolution of differences. Such panel shall contain three persons, one to be appointed by each party within three (3) days, and the third to be selected by the other two within ten (10) days from the date of such request. If the parties are unable to agree upon a third panel member or obtain a commitment to serve within the specified period, a request for a list of possible panel members may be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of a third panel member. The state board of education, or the panel selected, shall meet with the parties to aid in the resolution of differences and, if the matter is not otherwise resolved, shall make a written report and recommendation within thirty (30) days from the date of said request. Copies of such report shall be sent to representatives of both the public school employer and the employer organization. All costs of mediation shall be shared by the public school employer and the employee organization.
- F. Notwithstanding the provisions contained in Paragraph A, the Maryland Court of Appeals and the state board of education have recently made

significant decisions concerning the legality of topics for negotiations and established criteria for determining the legality of these topics. The Board asserts its intention to comply with the laws and the decision of the Court of Appeals and the state board of education. Therefore, in negotiating the provisions of this agreement, the parties agree that in the event that any topics or provisions in this agreement are determined to be illegal by the courts or the state board of education from issues raised in this Agreement or from other agreements, then those topics and provisions of this Agreement related to those topics shall automatically be removed from this Agreement. If the Maryland Court of Appeals further rules that any of those topics are legal subjects of bargaining, they shall be re-instated as existed in 1988-89.

- G. If the Maryland Court of Appeals rules that class size is a legal subject of bargaining, Article XXVII (Class Size) in 1988-89 shall be re-instated.
- H. If the Maryland State Board of Education rules that Article VI, Section G. is illegal or not to be a permissive subject of bargaining, this section shall be removed from the contract.

ARTICLE XXXVII – DURATION

This Agreement shall remain in full force and effect from July 1, 2008, to midnight June 30, 2011, and incorporate the entire understanding of the parties on all matters which were the subject of negotiations; and, during the term of the Agreement, neither party will be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

The parties will meet on or before December 1 of the years listed below to negotiate the following articles:

Article V – Salaries and compensation-related items that are directly tied to the overall COLA

Article XVII – Insurance


December 1, 2008, for the 2009-2010 school year, and

December 1, 2009 for a successor agreement, to be effective as of July 1, 2011.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed by their duly authorized officers this 10th day of June, 2009.

FREDERICK COUNTY
BOARD OF EDUCATION

FREDERICK COUNTY
TEACHERS ASSOCIATION

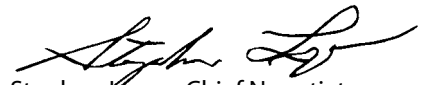

Jean A. Smith, President


Gary Brennan, President


Linda Burgee, Superintendent


Carol Daiger, Vice President and
Negotiations Chair


Jamie Cannon, Co-Chief Negotiator


Stephen Kenzo, Chief Negotiator


Paula Lawton, Co-Chief Negotiator

FREDERICK COUNTY PUBLIC SCHOOLS TEACHER SALARY SCHEDULE 2009-10

| FREDERICK COUNTY PUBLIC SCHOOLS TEACHER SALARY SCHEDULE 2009-10 | | | | | | | | | | | | | | |
|---|---------|---------|--------|----------------------------------|------|----------|---------|--|--------|------|----------|---------|--------|---------|
| GRADE 1/BACHELOR'S DEGREE | | | | GRADE 2/APC OR MASTER'S DEGREE** | | | | GRADE 3/60 HOURS BEYOND BA AND HOLDS APC | | | | | | |
| STEP | EXP | 10 MO.* | 11 MO. | 12 MO. | STEP | EXP | 10 MO.* | 11 MO. | 12 MO. | STEP | EXP | 10 MO.* | 11 MO. | 12 MO. |
| A1 | 1,2 | 40,706 | 43,730 | 47,228 | A1 | 1,2 | 43,963 | 47,229 | 51,008 | A1 | 1,2 | 47,481 | 51,008 | 55,089 |
| B2 | 3 | 42,558 | 45,719 | 49,377 | B2 | 3 | 45,964 | 49,377 | 53,329 | B2 | 3 | 49,642 | 53,329 | 57,596 |
| C3 | 4 | 44,410 | 47,709 | 51,526 | C3 | 4 | 47,964 | 51,526 | 55,651 | C3 | 4 | 51,802 | 55,651 | 60,104 |
| D4 | 5 | 46,263 | 49,698 | 53,674 | D4 | 5 | 49,965 | 53,674 | 57,971 | D4 | 5 | 53,963 | 57,971 | 62,609 |
| E5 | 6,7,8,9 | 48,114 | 51,688 | 55,823 | E5 | 6,7,8,9 | 51,964 | 55,824 | 60,293 | E5 | 6,7,8 | 56,122 | 60,293 | 65,117 |
| F6 | 10 | 49,966 | 53,677 | 57,971 | F6 | 10 | 53,964 | 57,972 | 62,614 | F6 | 9,10 | 58,282 | 62,614 | 67,624 |
| G7 | 11 | 51,819 | 55,666 | 60,120 | G7 | 11 | 55,965 | 60,120 | 64,936 | G7 | 11 | 60,443 | 64,936 | 70,131 |
| H8 | 12 | 53,670 | 57,656 | 62,268 | H8 | 12 | 57,964 | 62,269 | 67,257 | H8 | 12 | 62,602 | 67,257 | 72,639 |
| I9 | 13 | 55,523 | 59,645 | 64,418 | I9 | 13 | 59,965 | 64,418 | 69,578 | I9 | 13,14 | 64,763 | 69,578 | 75,145 |
| J10 | 14+ | 57,374 | 61,633 | 66,567 | J10 | 14 | 61,964 | 66,567 | 71,899 | J10 | 15 | 66,923 | 71,899 | 77,652 |
| K11 | | | 63,624 | 68,715 | K11 | 15 | 63,966 | 68,715 | 74,221 | K11 | 16 | 69,084 | 74,221 | 80,159 |
| L12 | | | | | L12 | 16,17 | 65,966 | 70,863 | 76,542 | L12 | 17 | 71,244 | 76,542 | 82,666 |
| M13 | | | | | M13 | 18 | 67,965 | 73,012 | 78,863 | M13 | 18 | 73,404 | 78,863 | 85,173 |
| N14 | | | | | N14 | 19 | 69,966 | 75,161 | 81,184 | N14 | 19,20 | 75,564 | 81,184 | 87,680 |
| O15 | | | | | O15 | 20 | 71,967 | 77,309 | 83,506 | O15 | 21 | 77,725 | 83,506 | 90,187 |
| P16 | | | | | P16 | 21 | 73,967 | 79,458 | 85,827 | P16 | 22,23 | 79,885 | 85,827 | 92,694 |
| Q17 | | | | | Q17 | 22,23,24 | 75,967 | 81,607 | 88,149 | Q17 | 24,25,26 | 82,045 | 88,149 | 95,201 |
| R18 | | | | | R18 | 25,26 | 77,968 | 83,755 | 90,469 | R18 | 27,28 | 84,207 | 90,469 | 97,707 |
| S19 | | | | | S19 | 27,28 | 79,967 | 85,904 | 92,791 | S19 | 29+ | 86,365 | 92,791 | 100,215 |
| T20 | | | | | T20 | 29,30 | 81,968 | 88,053 | 95,112 | T20 | 30+ | 88,526 | 95,112 | 102,722 |
| U21 | | | | | U21 | 31+ | 83,968 | 90,202 | 97,434 | U21 | | 90,686 | 97,434 | 105,229 |
| V22 | | | | | V22 | | 85,968 | 92,349 | 99,755 | V22 | | 92,846 | 99,755 | 107,736 |

* All newly hired 10-month teachers will be assigned additional days prior to the first duty day to the extent required by FCPS and contingent on funding. Such days will be compensated at per diem rate of pay. A teacher's placement on the Salary Schedule is determined by number of years experience. All teachers are placed with others who have the same experience and education credentials. Steps do not correlate to years experience.
 Note: **APC/Master's Degree = APC or Master's Equivalent or Master's Degree. For Doctorate Degree, add \$2,000 to appropriate scale and step. For National Board Teacher Certification (NBPTS), add \$2,000. Effective July 1, 2009

FACT SHEET

The new Teacher Salary Scale was implemented July 2004. When employees were transitioned to the new scale July 2004 step placement no longer equated to years of experiences. A matrix was developed to serve as a guide for placing teachers on the appropriate step that matched their education and experience.

Important Facts to Know About Teacher Compensation

- Steps do NOT equate to years of experience.
 - Example:** A 10-month teacher with a BA degree and 6 years of experience is placed on Step E
 - Example:** A 11-month teacher with 60 hours and 15 years of experience is placed on Step L
- Teachers received a step increment on July 1, 2008.
 - Example:** A teacher who was on step D SY 2007-2008 will receive a step increment and advance to step E SY 2008-2009.
- A matrix is used to determine placement of new hires on the Teacher Salary Scale. The matrix is also used to determine placement of current teachers as they earn advanced degrees.
- Teachers with like experience and education are placed at the same grade and step.
 - Example:** All 11 month teachers who have an APC or Master's Degree and are starting their 8th year of experience July 2008 are placed on Step F.

**FREDERICK COUNTY PUBLIC SCHOOLS
ATHLETIC DIRECTOR SALARY SCALE 2009-2010**

| STEP | BACHELOR'S DEGREE | APC/MASTER'S DEGREE | 60-HOUR PROGRAM |
|-------------|--------------------------|----------------------------|------------------------|
| A | 51,222 | 55,320 | 59,746 |
| B | 53,552 | 57,837 | 62,464 |
| C | 55,882 | 60,354 | 65,183 |
| D | 58,212 | 62,871 | 67,902 |
| E | 60,542 | 65,389 | 70,621 |
| F | 62,872 | 67,906 | 73,340 |
| G | 65,203 | 70,424 | 76,059 |
| H | 67,534 | 72,941 | 78,777 |
| I | 69,863 | 75,458 | 81,495 |
| J | | 77,975 | 84,215 |
| K | | 80,493 | 86,933 |
| L | | 83,010 | 89,651 |
| M | | 85,527 | 92,371 |
| N | | 88,044 | 95,088 |
| O | | 90,562 | 97,807 |
| P | | 93,080 | 100,527 |
| Q | | 95,597 | 103,245 |
| R | | 98,114 | 105,964 |
| S | | 100,632 | 108,683 |
| T | | 103,149 | 111,402 |
| U | | 105,665 | 114,119 |
| V | | 108,184 | 116,839 |

**ATHLETIC DIRECTOR SCALE
MATRIX 2009-2010**

| | BA | APC/MA | 60 HOUR |
|-----|-------------------|---------------|-----------------------|
| A1 | 1 | 1 | 1 |
| B2 | 2 | 2 | 2 |
| C3 | 3 | 3 | 3 |
| D4 | 4 | 4 | 4 |
| E5 | 5, 6, 7, 8, 9, 10 | 5, 6, 7, 8, 9 | 5, 6, 7, 8, 9, 10, 11 |
| F6 | 11 | 10 | 12 |
| G7 | 12 | 11 | 13 |
| H8 | 13 | 12 | 14,15 |
| I9 | 14+ | 13, 14 | 16 |
| J10 | | 15 | 17 |
| K11 | | 16 | 18 |
| L12 | | 17 | 19, 20 |
| M13 | | 18 | 21, 22 |
| N14 | | 19 | 23, 24, 25 |
| O15 | | 20, 21 | 26, 27 |
| P16 | | 22, 23, 24 | 28, 29, 30 |
| Q17 | | 25, 26 | 31 |
| R18 | | 27, 28 | 32 |
| S19 | | 29, 30+ | 33+ |
| T20 | | | |
| U21 | | | |
| V22 | | | |

OBSERVATION/EVALUATION MODEL

A. Observation Purpose

1. Defined – The FCPS observation and evaluation process is based on a framework of professional practices that recognizes stages of certification and professional growth interests of teachers.
2. Models
 - a. Classroom visitation model is a method of supervision that enables a staff member to work with administrators/supervisors to examine, to refine, and to enhance professional performance through direct classroom observations and conferencing.
 - b. The evidence of effectiveness model is a method of supervision that enables a teacher to confirm competence and document professional growth and student achievement in a selected goal area by providing a systematic and organized collection of evidence.
 - c. The collaborative model is a method of supervision that enables a group of teachers to select a goal area and to explore in depth new ideas/interests in order to refine teaching skills and to promote professional growth and student achievement.

B. Observation Process

1. Nontenured teachers shall be observed with the **classroom visitation model** by more than one qualified person a minimum of four times a year: twice during the first semester subsequent to September 15 at the elementary level and no sooner than ten (10) days after the first student day of each semester at the secondary level and twice during the second semester prior to April 25. Except in emergency, observations will not be made the day before or after Thanksgiving, Christmas, or Spring Break, or on conference days. Observations shall be conducted by the principal, assistant principal, director, supervisor, coordinator or instructional staff member certified in the area of concern.
2. Tenured teachers holding an APC shall be observed by the principal or assistant principal a minimum of once per year subsequent to September 15 at the elementary level and no sooner than ten (10) days after the first student day of each semester at the secondary level. **In a non-evaluation year, teachers may choose from one of the three defined models.** However, when a teacher is formally evaluated, evaluations must be based on at least two (2) observations **In accordance with the classroom visitation model** conducted during the school year. **The classroom visitation model** will not

occur during the last ten (10) student days of the school year. Except in emergency, observations shall not be made the day before or after Thanksgiving, Christmas or Spring Break, or on conference days.

3. Employees who have had at least three (3) years of successful experience with Frederick County Public Schools and are rehired after they have retired from Frederick County Public Schools shall be observed a minimum of once per year, **and may select one of the three defined models.**
4. Observations will be recorded on a jointly devised form. Teachers shall receive a copy of the classroom visitation model feedback within five (5) days of the visitation. Teachers shall acknowledge the opportunity to review the observation report of any of the three models by signing the file copy. Such signature does not indicate agreement with the content. A conference will be held following the report of the observation. The Board retains final authority for authorization of this form.
5. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. The classroom visitation models shall be made in person for a minimum of thirty (30) consecutive minutes. If the visitation exceeds a normal class period, the observer will provide the teacher with a written explanation on the formal observation form.
6. The appropriate administrator maintains the right to conduct observations beyond the minimum, as necessary.
7. The observation form shall clearly state any concerns and recommendations.

C. EVALUATIONS

1. Nontenured teachers shall be evaluated twice, once during the first semester and once during the second semester.
2. Tenured teachers holding either a Standard Professional I or II Certificate shall be evaluated at least once a year.

A tenured teacher holding a five year Advanced Professional Certificate (APC) shall receive an evaluation at least twice during the validity period of each certificate. The first evaluation shall occur during the initial year of the certificate. Teachers currently holding a ten year Advanced Professional Certificate (APC) shall be evaluated at least twice (2) within a five (5) year cycle of their certificate.
3. Employees who have had at least three (3) years of successful service with Frederick County Public Schools and are rehired after they have retired from Frederick County Public Schools shall be evaluated at least one (1) time annually.

4. All evaluations shall be based on job related criteria. Evaluations shall be based primarily on observations completed since the last evaluation. The evaluation form shall clearly state any concerns and recommendations.
5. Teachers shall be evaluated on a form jointly devised by the superintendent and the Association.
6. Teachers shall acknowledge the opportunity to review the evaluation report by signing the file copy. Such signature does not indicate agreement with the content. Teachers will receive a copy of the evaluation within ten (10) days after it is made but no later than five (5) school days prior to the last duty day for teachers receiving less than a satisfactory evaluation. Teachers will have the right to respond in writing to the evaluation. That response shall be filed with the building principal, associate superintendent, and the personnel file.

Effective 2008-09

**FREDERICK COUNTY PUBLIC SCHOOLS
ACTIVITY COMPENSATION SCHEDULE 2009-2010**

| | A (1, 2, 3 yrs) | B (4, 5, 6 yrs) | C (7, 8, 9 yrs) | D (10+ yrs) |
|------------------------------------|--------------------|--------------------|--------------------|----------------|
| CLASS I | | | | |
| High School Football | \$2,828 | \$2,920 | \$3,471 | \$4,291 |
| High School Asst. Football | \$2,125 | \$2,189 | \$2,601 | \$3,218 |
| High School Basketball | \$2,828 | \$2,920 | \$3,471 | \$4,291 |
| High School Asst. Basketball | \$2,125 | \$2,189 | \$2,601 | \$3,218 |
| High School Asst Athletic Director | \$2,125 | \$2,189 | \$2,601 | \$3,218 |
| CLASS II | | | | |
| High School Soccer | \$1,997 | \$2,609 | \$2,951 | \$3,477 |
| High School Asst. Soccer | \$1,501 | \$1,957 | \$2,216 | \$2,600 |
| High School Hockey | \$1,997 | \$2,609 | \$2,951 | \$3,477 |
| High School Asst. Hockey | \$1,501 | \$1,957 | \$2,216 | \$2,600 |
| High School Volleyball | \$1,997 | \$2,609 | \$2,951 | \$3,477 |
| High School Asst. Volleyball | \$1,501 | \$1,957 | \$2,216 | \$2,600 |
| High School Wrestling | \$1,997 | \$2,609 | \$2,951 | \$3,477 |
| High School Asst. Wrestling | \$1,501 | \$1,957 | \$2,216 | \$2,600 |
| High School Baseball | \$1,997 | \$2,609 | \$2,951 | \$3,477 |
| High School Asst. Baseball | \$1,501 | \$1,957 | \$2,216 | \$2,600 |
| High School Softball | \$1,997 | \$2,609 | \$2,951 | \$3,477 |
| High School Asst. Softball | \$1,501 | \$1,957 | \$2,216 | \$2,600 |
| High School Track | \$1,997 | \$2,609 | \$2,951 | \$3,477 |
| High School Asst. Track | \$1,501 | \$1,957 | \$2,216 | \$2,600 |
| High School Athletic Trainer | \$1,997 | \$2,609 | \$2,951 | \$3,477 |
| High School & MS Drama | \$1,997 | \$2,609 | \$2,951 | \$3,477 |
| High School & MS Asst. Drama | \$1,501 | \$1,957 | \$2,216 | \$2,600 |
| High School Swimming | \$1,997 | \$2,609 | \$2,951 | \$3,477 |
| High School Asst. Swimming | \$1,501 | \$1,957 | \$2,216 | \$2,600 |
| High School Marching Band | \$1,997 | \$2,609 | \$2,951 | \$3,477 |

* The 1998-99 employees in the High School Concert Band positions are to be "grandfathered" and remain in Class II.

All new employees to this position will be placed in Class III effective July 1, 1999.

A - 1, 2, 3 years of experience

B - 4, 5, 6 years of experience

C - 7, 8, 9 years of experience

D - 10+ years of experience

**FREDERICK COUNTY PUBLIC SCHOOLS
ACTIVITY COMPENSATION SCHEDULE 2009-2010**

| | A (1, 2, 3 yrs) | B (4, 5, 6 yrs) | C (7, 8, 9 yrs) | D (10+ yrs) |
|--|--------------------|--------------------|--------------------|----------------|
| CLASS II (Continued) | | | | |
| High School Asst. Marching Band | \$1,501 | \$1,957 | \$2,216 | \$2,600 |
| High School Cross Country | \$1,997 | \$2,609 | \$2,951 | \$3,477 |
| High School Asst. Cross Country | \$1,501 | \$1,957 | \$2,216 | \$2,600 |
| High School Tennis | \$1,997 | \$2,609 | \$2,951 | \$3,477 |
| High School Indoor Track | \$1,997 | \$2,609 | \$2,951 | \$3,477 |
| High School Asst. Indoor Track | \$1,501 | \$1,957 | \$2,216 | \$2,600 |
| High School Cheerleader | \$1,997 | \$2,609 | \$2,951 | \$3,477 |
| High School Asst. Cheerleader | \$1,501 | \$1,957 | \$2,216 | \$2,600 |
| High School Dance Troupe | \$1,997 | \$2,609 | \$2,951 | \$3,477 |
| High School Lacrosse | \$1,997 | \$2,609 | \$2,951 | \$3,477 |
| High School Asst. Lacrosse | \$1,501 | \$1,957 | \$2,216 | \$2,600 |
| CLASS III | | | | |
| High School Golf | \$1,597 | \$1,997 | \$2,216 | \$2,424 |
| High School Academic Tournament | \$1,597 | \$1,997 | \$2,216 | \$2,424 |
| High School Envirothon | \$1,597 | \$1,997 | \$2,216 | \$2,424 |
| High School Mock Trial | \$1,597 | \$1,997 | \$2,216 | \$2,424 |
| High School Yearbook | \$1,597 | \$1,997 | \$2,216 | \$2,424 |
| High School Federal Challenge Team | \$1,597 | \$1,997 | \$2,216 | \$2,424 |
| High School Vocal | \$1,597 | \$1,997 | \$2,216 | \$2,424 |
| High School Student Council | \$1,597 | \$1,997 | \$2,216 | \$2,424 |
| *High School Concert Band | \$1,597 | \$1,997 | \$2,216 | \$2,424 |
| High School Robotics Coach | \$1,597 | \$1,997 | \$2,216 | \$2,424 |
| <p>* The 1998-99 employees in the High School Concert Band positions are to be "grandfathered" and remain in Class II. All new employees to this position will be placed in Class III effective July 1, 1999. A – 1, 2, 3 years of experience B – 4, 5, 6 years of experience C – 7, 8, 9 years of experience D – 10+ years of experience</p> | | | | |

**FREDERICK COUNTY PUBLIC SCHOOLS
ACTIVITY COMPENSATION SCHEDULE 2009-2010**

| | A (1, 2, 3 yrs) | B (4, 5, 6 yrs) | C (7, 8, 9 yrs) | D (10+ yrs) |
|--|-------------------------------|--------------------|--------------------|----------------|
| CLASS IV | | | | |
| Senior Class Advisor | \$1,186 | \$1,314 | \$1,554 | \$1,840 |
| Junior Class Advisor | \$1,186 | \$1,314 | \$1,554 | \$1,840 |
| High School Newspaper Advisor | \$1,186 | \$1,314 | \$1,554 | \$1,840 |
| Middle School Instrumental | \$1,186 | \$1,314 | \$1,554 | \$1,840 |
| Middle School Vocal | \$1,186 | \$1,314 | \$1,554 | \$1,840 |
| High School Student Service Coord. | \$1,186 | \$1,314 | \$1,554 | \$1,840 |
| Middle School Student Council | \$1,186 | \$1,314 | \$1,554 | \$1,840 |
| High School National Honor Society | \$1,186 | \$1,314 | \$1,554 | \$1,840 |
| Middle School Math Counts | \$1,186 | \$1,314 | \$1,554 | \$1,840 |
| High School & Middle School Orchestra | \$1,186 | \$1,314 | \$1,554 | \$1,840 |
| CTC Skills USA Advisor | \$1,186 | \$1,314 | \$1,554 | \$1,840 |
| CLASS V | | | | |
| Elementary Vocal | \$421 | \$440 | \$457 | \$501 |
| Elementary Instrumental | \$421 | \$440 | \$457 | \$501 |
| High School Forensics | \$421 | \$440 | \$457 | \$501 |
| High School Future Teacher Advisor | \$421 | \$440 | \$457 | \$501 |
| Freshman Class Advisor | \$421 | \$440 | \$457 | \$501 |
| Sophomore Class Advisor | \$421 | \$440 | \$457 | \$501 |
| Middle School Yearbook | \$421 | \$440 | \$457 | \$501 |
| High School FBLA Advisor | \$421 | \$440 | \$457 | \$501 |
| High School FHA (FCCLA) Advisor | \$421 | \$440 | \$457 | \$501 |
| CTC National Technical Honor Society | \$421 | \$440 | \$457 | \$501 |
| Outdoor School | align="center">\$45 per night | | | |
| <p>* The 1998-99 employees in the High School Concert Band positions are to be "grandfathered" and remain in Class II. All new employees to this position will be placed in Class III effective July 1, 1999. A – 1, 2, 3 years of experience B – 4, 5, 6 years of experience C – 7, 8, 9 years of experience D – 10+ years of experience</p> | | | | |

