



Frederick County Teachers Association

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Tentative Agreement between FCTA and the Board of Education of Frederick County for 2020-2021

The Frederick County Teachers Association Board of Directors has voted to place the following contract negotiations offer for the 2020-2021 school year to a ratification vote of the members. Due to the logistics and fiscal challenges of the pandemic, the parties agree to a one-year duration. The FCTA Negotiations Team and Board of Directors are recommending ratification of this offer.

The Tentative Agreement is as follows:

Salary and Benefits:

- ✓ A step on July 1 for all eligible bargaining unit members
- ✓ An increase to the top step of lanes 4 and 5 and terminal step on those "grandfathered" on lanes 2 and 4 by \$1500
- ✓ Adding a 6th lane/+90 hour lane to the salary scale on February 1, 2021. Requirements to be eligible for the 90 hour lane are 3 years of teaching experience and completion of 90 hours of approved post-baccalaureate credits including 36 graduate-level credits
- ✓ No insurance plan changes
- ✓ 2.5% health insurance premium increase, effective July 1, 2020
- ✓ Reduce health insurance premium increase to 2.0%, effective August 1, 2020

The per pay increase to employee premiums beginning August 1, 2020, will be:

	10 month (20 Pays)	11 month (22 pays)
Employee only	.29	.27
Employee + 1	3.82	3.47
Employee plus family	6.15	5.43
2 FCPS Spouses w/family	.88	.81

Language changes to the Contract:

- ✓ Provide for (1) day of systemic designated professional learning will be converted to seven (7)

hours of flexible professional time (hereafter "FPT") for teachers to participate in curricular based professional learning opportunities in the contract (not another MOU).

- ✓ Provide a reimbursement benefit (up to \$500 per incident) in the case of damage to the educator's personal property, including clothing, in the scope of their employment while on school property, or a school sponsored trip.
- ✓ For families in which both parents work for FCPS, each employee may take up to 12 weeks of leave during the first year of the child's life or placement for adoption or as a foster child. This leave will be administered base on FMLA guidelines, when applicable. Should one parent not have sufficient sick leave accrued, the other parent may donate sick leave they have accrued to the other parent to use during their qualified leave.
- ✓ The Board offers to establish a work-group to examine the workloads of Media Specialists, High School Counselors, Speech Language Pathologists, Special Education Department Chairs, and Secondary Literacy Specialists to determine if conversion to 11-month positions should be implemented. The work group would consist of a steering committee, to include at least one Board member, under which position-specific sub-groups would do the research and make recommendations to the steering committee.
- ✓ Provide additional language to address classroom disciplinary concerns that are a daily or routine occurrence...."the teacher may request a meeting with the principal, any support personnel that works directly with the student, FCTA and appropriate system wide personnel to develop a plan of support for maintaining an environment conducive to teaching and learning." As well as "to the extent allowable by FERPA, when a student who has been suspended is readmitted, the teacher or teachers of such students will be notified and offered the opportunity to participate in a re-entry plan." And in "cases where a student presents with chronic dangerous behaviors to staff, self, peers, or the building, a plan will be created to limit the risk of harm to staff and students in accordance with special education and threat assessment and management guidelines.
- ✓ Provide a teacher serving as the Testing Coordinator (in schools without an Assistant Principal), a \$2000 stipend for the school year.
- ✓ Teachers with at least three (3) years of experience as a full-time, twelve-month employee shall be given the opportunity to cash in up to eight (8) days of annual leave per year at the per diem rate of pay.
- ✓ Increased the bereavement leave for a niece/nephew from 1 day to up to 3 days.
- ✓ Provide for 1 additional day of paid leave for religious observance not covered by the school calendar.
- ✓ Add the Itinerant Instrumental Music Teacher position to the approved list of positions for Special postings.
- ✓ A MOU for 20-21 stipulating that Special Education Case managers should have at least 90 minutes per week for self-directed case management in dependent from their planning time.
- ✓ Administrators may direct up to sixty (60) minutes of late arrival and early dismissal days for the purpose of systemic initiatives on one (1) of the designated days that is not aligned with the delivery of interims.
- ✓ Teachers are now required to attend (one) 1 family invited event, contiguous with the work day.
- ✓ Salary adjustments earned as a result of increased professional training shall be made effective February 1 (was January 16) and July 1.

Other language changes for clarification and/or to codify current practice:

- ❖ Codified that middle and high school planning time will be provided daily (already addressed for ES in the contract)
- ❖ Codified that administrative leave will be granted for interviews within FCPS
- ❖ Codified that teachers will have 3 work days following the end of the term in order to complete their grades and 10 days following the end of term to enter quartiles and other such county assessment data not part of report card grades
- ❖ Codified how teachers may request an unpaid leave of absence for up to four years cumulatively to campaign for or serve in public office. Full time leave may be taken by semester or year. Intermittent leave may be taken by year
- ❖ Codified that the Tuition Reimbursement rate will be stabilized at \$472 for the 20-21 school year
- ❖ Clarified how planning time is provided on abbreviated days
- ❖ Clarified the process to suggest a change in an existing position or the creation of a new Activity Comp position
- ❖ The Board offers to make the High School ROTC Instructor a 12-month position which eliminates the need for additional stipends for these assignments.
- ❖ Clarified that Activity Comp stipends will be paid in (one) 1 lump payment processed separately from the normal semi-monthly payroll
- ❖ Clarified rules related to injuries at work
- ❖ Clarified maternity/bonding leave under FMLA
- ❖ Clarified that 5 days of substitute lesson plans are required for planned absences
- ❖ Principals will receive additional guidance to be flexible in assigning the teaching loads of Athletic Directors.
- ❖ Clarified that unpaid personal/discretionary leave of absence will not be counted as active service for tuition repayment purposes.

The FCTA Negotiations Team and Board of Directors thank all FCTA members for their support and patience during the budgeting and negotiations process.

Should you have any questions, please contact the FCTA office (301-662-9077) or members of the FCTA Negotiations Team: Missy Dirks (President, mdirks@mseanea.org), Jen Nguherimo (Chief Negotiator, jengnuherimo@mseanea.org), Toni Border (FHS), Justin Heid, (OES), Tracy Newman (CHS), Karyn White (OES).

We are holding two voluntary meetings virtually via Zoom; they are open to all members.

Tuesday, July 14 at 4:30 pm

<https://us02web.zoom.us/j/87907865965?pwd=c3lMaUJHN1pML2NqMGl3eU04VzN3dz09>

Meeting ID: 879 0786 5965 Password: 4CCHg3

Thursday, July 16 at 11:00 am

<https://us02web.zoom.us/j/82129829570?pwd=WldsTXc5YWJmaHgwkdVoMUxTT1pvQT09>

Meeting ID: 821 2982 9570 Password: 9ph1xS

Please vote by survey monkey no later than Tuesday, July 21 at 5:00. The voting process will be closed after that.

A decision by the membership of FCTA to reject this offer will send both sides back to the table to restart negotiations.