

NEGOTIATED AGREEMENT

BETWEEN THE

Frederick County Teachers Association (FCTA)

AND THE

BOARD OF EDUCATION OF FREDERICK COUNTY

MARYLAND

SCHOOL YEARS*

2021–2022

2022–2023 *

2023–2024

***Updated April 20, 2023**

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ARTICLE I - RECOGNITION

- A. The Board of Education of Frederick County, Maryland (Board) recognizes the Frederick County Teachers Association (FCTA) 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. FCTA agrees to represent fully and equally all members of the unit in relations necessary in the administration of this Agreement.
- B. Whenever the following terms are used in this Agreement, they shall refer to the following definitions unless otherwise stipulated.
1. Association or FCTA: The Frederick County Teachers Association, Inc.
 2. Board or BOE: The Board of Education of Frederick County, Maryland and designated representatives.
 3. FCPS or Frederick County school system: Frederick County Public Schools or school system.
 4. Day: Teacher duty day.
 5. Active employee: One who is working under contract and receiving a salary.
 6. Inactive employee: One who is on an extended approved leave (except sabbatical leave), or maintains recall rights under Article XIV, Reduction In Force, and who is not receiving a salary.
 7. Seniority: Continuous paid service calculated from the date on which the teacher signed the individual teaching contract.
 8. Superintendent: The Superintendent of Frederick County Public Schools or designee.
 9. Teacher: All certificated, professional personnel represented by the Association. The terms "employees," "faculty," "members of the bargaining unit," "educator", and "staff member(s)" are used interchangeably with the term "teacher" herein.
 10. Transfer: An assignment to another school location.
 11. 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 have access to minutes of official Board meetings through www.fcps.org. A notice of all regular and public meetings of the Board and a copy of the official agenda of the meeting (including addenda) are accessible by the Association through www.fcps.org and Find Out First.
- 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, fliers and Association-related information. Copies of materials will be provided to the building principal, but advance approval is not required.
 - 3. Upon request, the Association will be provided with the names of all new and retiring teachers as soon as such information is available.
 - 4. 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 FCPS teachers.
 - 5. The Association will be given a place on the agenda of the orientation program for new teachers independent of lunch. No system activities will be scheduled during the duty-free lunch sponsored by the Association.
 - 6. 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 FCTA 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.
 - 7. In compliance with Board policy and FCPS regulation, the Association has the right to use the interschool mail, including email and teachers' mailboxes, to distribute official FCTA notices, fliers, and other material when such material is presented ready for delivery to the school representative. Material distributed in teachers' mailboxes by the building representative will be provided to the principal, but advance approval is not required.
 - 8. The Board shall provide 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 and materials are FCTA information, not third party, and are in compliance with Board policy and FCPS regulation.
 - 9. For the duration of this 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, Chief Operating Officer, or Deputy 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 supervisor.
- L. The FCTA shall reimburse the Board for all substitutes actually required at the per diem rate. Association leave may be taken in fifteen (15)-minute increments after the first hour. In such cases, FCTA will only reimburse the Board for the actual cost of substitutes used. The FCTA will provide the Board and appropriate building principals with written advance notice.
- M. A FCTA building representative will have the right to schedule meetings of the members before or after school hours and may request other times by the principal, provided normal school program operations are not impacted.
- N. A FCTA building 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 representative(s) to discuss questions relating to the implementation of this Agreement.
- P. FCTA will receive a monthly list of current teaching vacancies.
- Q. FCTA will receive written notice of all extracurricular activity position vacancies ten (10) days prior to the closing date.
- R. A list of all eleven (11)-month and twelve (12)-month employees and positions held shall be sent to the FCTA President by September annually.
- S. A FCTA building representative [one (1) 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.

- T. An electronic copy of this Agreement will be made available by the Board to each employee in the negotiating unit. Employees may print the Agreement at their work site. FCTA and the Board will equally divide the costs associated with printing a hard copy of the Agreement every three (3) years.
- U. FCTA will not be charged for the cost of substitute coverage for teachers serving on the Insurance Council, Teacher Evaluation Work Group, Education Reform Council, or other mutually agreed upon joint committees (provided such aggregate amount does not exceed \$5,000). Once the \$5,000 cap is met, FCTA agrees to reimburse the Board for the costs of substitutes.
- V. If any provisions of Every Student Succeeds Act (ESSA) require deviations from contract language prior to the expiration of the contract, a committee comprised of three (3) members appointed by FCTA and three (3) members appointed by the Board shall convene to negotiate such requirements that impact existing collective bargaining language and working conditions.

ARTICLE III – JOINT ASSOCIATION/FCPS EDUCATION REFORM COUNCIL

A joint Association/FCPS Education Reform Council (ERC) 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 and for clarification of current application of policies, regulations, or standard operating procedures within each respective organization. The chairs will develop agendas to ensure topics are not subject to current negotiations, appeals or grievances.

It shall be the responsibility of the designated chairs to appoint up to six (6) representatives from each organization and establish an annual meeting schedule.

The parties recognize that the ERC offers information or feedback on identified topics of interest to FCPS Cabinet and FCTA Board of Directors and serves as a forum to facilitate communication and information between the respective organizations. 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 ERC.

ARTICLE IV - TEACHER FACILITIES

- A. The Board shall provide for each actively employed teacher:
 - 1. A serviceable desk, chair, and computer.
 - 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 staff as a faculty lounge. Said room will be regularly cleaned by the custodial staff in addition to the other teacher work areas. However, staff will be expected to keep the lounge reasonably neat and orderly.

5. Access to well-lighted and clean employee restrooms, separate from the students' restrooms with appropriate supplies.
 6. Storage facilities for special instructional personnel.
 7. In accordance with applicable food and nutrition guidelines, the principal, at request by a majority of the teachers, may arrange for the installation of a maximum of two (2) 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 work day, 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 work day 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. Effective July 1, 2012, newly hired employees assigned to the South East Street Central Office location will be required to pay a fee of \$45 per month if they elect to park in designated BOE parking areas. Twelve (12)-month employees may elect payroll deduction to allocate payments over twenty-four (24) equal paychecks. Eleven (11)-month employees may elect payroll deduction to allocate payments over twenty-two (22) equal paychecks. Ten (10)-month employees may elect payroll deduction to allocate payment over twenty (20) equal paychecks.
- 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 - WORK YEAR

- A. New teachers shall work one hundred ninety (190) days and be assigned additional days prior to the first duty day to the extent required by FCPS and contingent upon funding. Such days will be calculated at per diem rate of pay. Teachers' first payday shall be September 15. Current teachers invited to participate shall be compensated at workshop rate of pay.
- B. Returning ten (10)-month teachers shall work one hundred ninety (190) days.
- C. Returning eleven (11)-month teachers shall work two hundred eight (208) days.
- D. Returning twelve (12)-month teachers shall work two hundred forty four (244) days.
- E. Prior to the opening of school, there shall be one (1) professional day for all teachers and an additional professional day for new teachers. There will be one and one-half (1.5) teacher work days prior to the first day for students, unless there is a systemic* professional learning requirement, then there will be one (1) teacher work day prior to the first day for students. There will be one (1) teacher work day immediately following the last day for students.

*Systemic is defined as required for all unit members working in grades PreK-12.
- 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, completion of 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. Teachers will be permitted to work from home or an alternate location on these days, with the understanding that it will remain the responsibility of teachers to meet all grading deadlines.
- 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 of student work, and/or work collaboratively with colleagues. 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.
- I. Speech & Language Pathologists

Effective July 1, 2022, Speech & Language Pathologists positions will become an eleven (11)-month assignment.
- J. For the 2021-2022 and 2022-2023 school years, Special Education teachers will be provided three (3) additional work days of pay at their per diem, to be evaluated for continuation after the second year.

ARTICLE VI - SALARIES

A. Regular Teacher Salary Schedules

1. The salaries of all teachers covered by this Agreement are set forth herein.
2. All ten (10)-month teachers will be paid in twenty (20) installments. If ten (10)-month teachers wish to voluntarily elect summer salary deductions of 10% per pay, they will receive four (4) equal installments during the four (4) summer pays.

All eleven (11)-month teachers will be paid in twenty-two (22) installments.

All twelve (12)-month teachers will be paid in twenty-four (24) installments.

- a. In the event of unusual circumstances, a ten (10)-month teacher who has elected to receive summer salary deductions 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. With the exception of extreme and extenuating circumstances, distribution of paychecks shall be made no later than the 15th and the last day of the month, or the nearest preceding weekday.

- B. 1. All new, rehired, 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 in which they have served for one-half (1/2) year or more of a work year shall be given experience credit for a full year and paid a prorated salary for the actual period worked.
 - d. The Board shall recognize courses, programs, and degrees from institutions that have accreditation accepted by the Maryland State Department of Education (MSDE).
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, including Peace Corps, VISTA, or National Teaching Corps work. Additional credit, not to exceed two (2) years, will also be given for military experience, or alternative civilian service required by the Selective Service System.
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.

- C. 1. Up to all the maximums set forth in Section A above:
 - a. Teachers with previous teaching experience with FCPS 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 FCPS, be restored to the next position on the salary schedule above that at which they left.
- D. Authorized travel shall include all driving done in connection with a 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.
- E. Ten (10)-month teachers holding conditional degree certificates will receive regular salaries beginning their employment with FCPS. 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 10 of the salary schedule. If the original placement was a higher level, it shall revert to Step 10 at the end of the one (1)-year period of grace.
- F. Teachers who hold the Professional and Technical Education certificate shall not be classified as non-degree teachers for salary purposes.
- G. Per Diem Rate of Pay

Any teacher who works in a per diem position who is authorized by the Superintendent to work in excess of their assigned calendar year shall be compensated at the per diem rate of pay as identified below:

 - 1. Ten(10)-month teachers at annual salary x 1/190=per diem rate
 - 2. Eleven(11)-month teachers at annual salary x 1/208=per diem rate
 - 3. Twelve (12)-month teachers at annual salary x 1/244=per diem rate
- H. Twelve (12)-Month Teachers
 - 1. Twelve (12)-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 (12)-month period of employment.

- b. Any individual assigned for twelve (12)-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 (12)-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 three (3) years of experience as a full-time, twelve (12)-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. Online 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 (1) time per fiscal year.
 - 3. Twelve (12)-month teachers shall be paid according to the twelve (12)-month salary schedule that is included in Appendix A.
 - 4. A teacher shall receive the salary and benefits of a twelve (12)-month position only as long as the teacher is assigned to such position. Upon leaving a twelve(12)-month position, a teacher will revert to the ten (10)-month or eleven (11)-month salary schedule and its benefits.
- I. 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.
- J. A teacher serving as an acting administrator shall be paid an additional rate as follows: \$52.07.

If a teacher serves in an acting administrator capacity for more than ten (10) consecutive days, the teacher will be paid the additional rate \$52.07 per day or the appropriate per diem rate of pay for that position on the A&S salary schedule, whichever is greater. The ten (10)-month teacher salary percentage increase shall be applied to this rate of pay.
- K. All employees paid on the teacher salary schedule holding an earned doctor's degree (Ed.D. or Ph.D.) or other Board approved doctorate shall be compensated \$2,000 in addition to their appropriate step and schedule.
- L. Any teacher who earns a National Board Certification (NBC) shall be compensated with an annual salary enhancement as specified in Article XXXVII, Blueprint for Maryland's Future 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 with an annual salary enhancement as specified in Article XXXII in addition to their appropriate step and schedule. In addition to national board certification, teachers who hold a BOE/FCTA jointly recognized nationally sanctioned credential social worker, school counselor, Adapted Physical Education (CAPE), and speech and language pathologist are also eligible for the additional pay stipend. The Board and FCTA will follow a jointly established process in order to agree on future areas that qualify for the stipend.

M. Renovation/New Building

1. 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 Executive Director of System Accountability and School Administration to move to a new location. The number of scheduling days needed will be determined by the construction timeline, area of the building being renovated, how the renovation impacts instruction, and the specific needs of the project.

When a school is demolished and rebuilt and the majority of staff are returned to the new building, the school leadership team may request per diem days from the Executive Director of System Accountability and School Administration for purposes of allowing time for staff and administration to reestablish the organization of their work space, facility-specific training and for the principal to conduct necessary meetings with staff.

2. 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 Executive Director of System Accountability and School Administration.

N. Salary Schedules

1. Pay scales are located in Appendix A.

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

3. 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 by using the experience matrix for the current fiscal year, which places teachers with the same education and experience on the same step (Experience matrix included in Appendix A).

4. Requirements for Placement on the Master's/30-Hour Salary Lane

Teachers are required to meet one (1) of the following criteria to be placed on the Master's/30-hour Salary Lane:

a. An approved Master's degree; or

b. Completion of thirty (30) approved post-baccalaureate credits that include twenty-one (21) graduate credits. All coursework taken by current teachers must be approved by Human Resources prior to registration.

5. Requirements for Placement on the 45-Hour Salary Lane

Teachers are required to meet the following criteria to be placed on the 45-Hour

Salary Lane:

Completion of forty-five (45) approved post-baccalaureate credits that include twenty-one (21) graduate-level credits. All coursework taken by current teachers must be approved by Human Resources prior to registration.

6. 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:

Completion of sixty (60) approved post-baccalaureate credits that include thirty (30) graduate-level credits. All coursework taken by current teachers must be approved by Human Resources prior to registration.

7. Requirements for Placement on the 75-Hour Salary Scale

Teachers are required to meet the following criteria to be placed on the 75-Hour Salary Lane:

- a. Three (3) years teaching experience; and
- b. Completion of seventy-five (75) approved post-baccalaureate credits that include thirty-six (36) graduate-level credits. All coursework taken by current teachers must be approved by Human Resources prior to registration.

8. Requirements for Placement on the 90-Hour Salary Scale

Teachers are required to meet the following criteria to be placed on the 90-hour salary lane:

- a. Three (3) years teaching experience; and
- b. Completion of ninety (90) approved post-baccalaureate credits that include thirty-six (36) graduate-level credits. All coursework taken by current teachers must be approved by Human Resources prior to registration.

9. For teachers with Professional and Trades (formerly Trades and Industry) certificates, all credits necessary to qualify for lane advancement may be undergraduate or MSDE credits. All coursework taken by current teachers must be approved by Human Resources prior to registration.

10. Salary compensation shall be paid by direct deposit to a financial institution designated by each member of the unit.

ARTICLE VII - LIMITATION OF DUTIES

- A. Every teacher shall be provided a lunch period free of any duty or responsibility each regularly scheduled work day. 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. With the exception of Article XXI, paragraph J.2, a teacher, under no circumstances, will be required to transport a student on behalf of the school.
- C. Each high school teacher will have four hundred fifty (450) minutes of unassigned duty time per week; planning time will be allocated daily, with the exception of twice monthly when principals may utilize forty-five (45) minutes of that time to coordinate team meetings, staff development, or other instructional-related activities. To facilitate collaboration, teachers may schedule this time outside the student day when approved by administration. In addition, on weeks that are not scheduled as stated above, teachers will participate in collaboration at least thirty (30) minutes per week, but not to exceed forty five (45) minutes per week, which may occur outside the student day. Any such collaboration time not used will revert to the teacher as unassigned duty time.
- D. Each middle school teacher shall have a total of three hundred (300) minutes of unassigned duty time per week. At a minimum, planning time will be allocated on a daily basis with at least one (1) period of unassigned time per day.
- E. Each elementary teacher shall have a total of at least three hundred ten (310) minutes unassigned duty time per week; two hundred forty (240) of those minutes shall be during the student day and shall not be scheduled in less than forty (40)-minute blocks. This planning time will be allocated on a daily basis. Time beyond the two hundred forty (240) minutes may be scheduled outside the student day as follows:
 - 1. One block that must not be less than thirty (30) minutes.
 - 2. The remaining forty (40) minutes must be in blocks not less than twenty (20) minutes. Transportation related issues may prevent this language from being implemented for up to the first ten (10) student days.
 - 3. Any time beyond three hundred ten (310) minutes may be scheduled by the principal.
- F. Pilot for FY 2023 only – Automatic Reopener for FY 2024 Negotiations

Supplemental Planning Time Opportunities for Elementary and Middle Schools. During the Back-to-School week of the 2022-23 School Year, one (1) representative from each school team* (including applied academics, specials, specialists, special education, and EL) will convene to make recommendations to the building administration regarding how to gain eighty (80) minutes of supplemental planning time per month above the currently negotiated planning time stipulated in section C of this article. Supplemental time will be implemented during the school's schedule and must be in blocks of no less than twenty (20) minutes.

*An FCTA building representative will be added to the group if one is not part of the original team.
- G. Whenever possible, elementary specials teachers' schedules will be arranged to provide up to five (5) minutes between classes in order to transition from one (1) class to the next.
- H. At the elementary level, decisions concerning departmentalization will be discussed with the impacted teachers. The principal retains the authority to make the final decision on implementing departmentalization.

- I. Media specialists will receive an additional thirty (30) minutes per month of unassigned time to maintain the media center and attend to other non-instructional duties within their job description.
- J. Special education case managers will be provided ninety (90) minutes of self-directed case management time per week to focus on specific demands associated with supporting the special education program for students. Said time may be divided into no less than thirty (30)-minute increments and is considered time beyond the contractual planning time as specified in Article VII of this Agreement.
- K. 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. Teachers will be compensated at the workshop rate for each period they serve as a substitute. Teacher usage shall be only as a matter of last resort.
- L. In so far as possible, all teachers, including part-time teachers sharing one (1) position, shall have prorated loads of classes and other professional assignments. The part-time charts pro-rating total daily work time and planning time are included in Appendix C.
- M. Teachers on leave are not expected to obtain substitute coverage for classroom or related activities.
- N. The regular classroom educator shall make every effort to provide adequate planning for the substitute teacher to function in the regular educator's absence. Such plans shall cover a period of up to five (5) duty days. Substitute plans will not be required when an educator's condition precludes development and delivery of such plans.
- O. Working Hours and Workload
 - 1. All classroom teachers will be assigned appropriate starting and dismissal times, provided that their total regular work day will be no longer than seven and one-half (7.5) 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 (1) per month and extend no longer than one (1) hour in length beyond the regular work day.
 - 2. In regard to delayed opening and/or early dismissal days, the work day 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. On abbreviated days such as early dismissal or late arrival, teacher planning time will occur; however, it may be less than on a regular length work day. Exceptions will be made on days where an emergency early closure is announced after the start of the school day.
 - 4. Every effort will be made to provide a planning period to affected teachers on days when teachers participate in a FCPS curriculum required field trip.
 - 5. 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.

6. 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.
- P. 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.
- Q. Teachers shall be reimbursed fees for physical or psychological examinations if required by the Board.
- R. Teachers shall not be required to perform the following non-teaching 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. Custodial duties.
 5. Bulk delivery of books to classrooms.
- S. Administrators shall use reasonable effort to minimize supervision responsibilities to one (1) hour or less per duty day.
- T. 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.
- U. The FCTA and the Board agree that continuing communication with parents of students is desirable and necessary. Therefore, each teacher will attend Back-to-School Night contiguous with the work day in the Fall and at least one (1) other family invited event each year.
- The principal of each school shall notify the faculty of scheduled events occurring in August or September no later than July 15 of each year. Principals shall give a minimum of six (6)-week notice to faculty of required events scheduled later in the year.
- V. Parent conferences may be held virtually. A teacher may conduct virtual conferences by a flexed schedule and/or remotely if approved by the principal.
- W. 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.
- X. Grading Timelines
1. Teachers will have three (3) work days following the end of the term in order to complete their grades.

2. Teachers will have ten (10) work days following the end of the term to enter quartiles and other such county assessment data that is not part of report card grades.
- Y. In schools without an assistant principal, a teacher serving as the test coordinator following FCPS policy and regulations will be compensated with a \$2,000 stipend for the school year.
- Z. Workgroup – Special Education: The parties agree to form a joint work group to meet quarterly with the goal of reviewing workload concerns of special education teachers and impact on learning conditions.

ARTICLE VIII - 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 work day.
- 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.

** Maryland law and Board policy/FCPS regulation outline the legal restrictions for teachers regarding engaging in political activity during the school day.

- C. The Board and the Association agree that academic freedom is essential to the fulfillment of the purpose of FCPS, and they acknowledge the fundamental need to protect teachers from censorship or restraint that 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.

ARTICLE IX - TEACHER EVALUATION

- A. Observation Purpose

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.

- B. Observation Process

1. Non-tenured teachers shall be observed with the classroom visitation model by more than one (1) qualified person a minimum of four (4) times a year—twice during the first semester no sooner than ten (10) days after the first student day of the year or semester if it is a semesterized course. Except in an emergency, observations will not be made the day before or after Thanksgiving Break, Winter Break or Spring Break, or on conference days. Observations shall be conducted by the principal, assistant principal, director, supervisor, and/or coordinator.
2. Tenured teachers holding a Standard Professional Certificate (SPC) shall be observed by the principal or assistant principal a minimum of once per year no sooner than ten (10) days after the first student day of the year or semester if it is a semesterized course. However, when a teacher is formally evaluated, evaluations must be based on at least two (2) observations conducted during the school year. Except in an emergency, observations shall not be made the day before or after Thanksgiving Break, Winter

Break or Spring Break, or on conference days.

3. Tenured teachers holding an Advanced Professional Certificate (APC) or a license issued by the Department of Health and Mental Hygiene shall be observed by the principal, assistant principal, director, supervisor, and/or coordinator in accordance with the following procedures:
 - a. In an evaluation year, evaluations must be based on at least two (2) observations in accordance with the classroom visitation model conducted during the school year. The observations will not occur during the last ten (10) student days of the school year. Except in an emergency, observations shall not be made the day before or after Thanksgiving break, Winter Break or Spring Break, or on conference days.
 - b. In a non-evaluation year, teachers may choose from one (1) of the three (3) defined models:
 - i. Classroom Visitation Model

This is a method of supervision that enables a staff member to work with administrators/supervisors to examine, refine, and enhance professional performance through direct classroom observations and conferencing. The observation must be a minimum of once per year and no sooner than ten (10) days after the first student day of each semester.
 - ii. Effectiveness of Effectiveness Model

This 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.
 - iii. Collaborative Model

This 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.
4. Student Growth is defined as student progress assessed by multiple measures from a clearly articulated baseline to one (1) point or more in time.
 - a. Student Growth is a part of the evaluation for a teacher of record (TOR).

TOR is defined as any teacher assigned a consistent group of students for the purpose of a term, semester, or year-long instruction or any teacher who directly impacts the instructional program of an assigned group of students over a term, semester, or a school year.
 - b. TOR, in a non-evaluation year, may choose to use their Student Learning Objective (SLO) as the Evidence of Effectiveness or Collaboration Model.

5. Teachers who have had at least three (3) years of successful experience with FCPS and are rehired after they have retired from FCPS shall be observed a minimum of once per year and may select one (1) of the three (3) defined models.
6. Observations will be recorded on a jointly devised form. Teachers shall receive an electronic notification that the observation feedback is available for review within five (5) teacher duty days of the visitation. Teachers shall acknowledge the opportunity to review the observation by scheduling a conference with the observer. A conference must be held to discuss and finalize the observation. The meeting shall be initiated by the observer within fifteen (15) teacher duty days of the observation. Upon completion of the observation conference, both parties must submit electronic signatures. Teachers will have the right to respond in writing to the observation prior to the electronic signature. Such a signature does not indicate agreement with the content. The Board retains final authority for authorization of this form.
7. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. The observations will 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.
8. At least one (1) observation in an evaluation year will be announced with the opportunity to have a pre-conference. The notice of the observation may provide a range of time up to a week during which the observation may occur.
9. Administration maintains the right to conduct observations beyond the minimum, as necessary.
10. The observation form shall clearly state any concerns and recommendations.
11. If a teacher receives an unsatisfactory rating on an observation, a reasonable period of time shall be given to implement the observer's recommendations.

C. Evaluations

1. Non-tenured teachers shall be evaluated twice—once during the first semester and once during the second semester.
2. Tenured teachers holding either a SPC I or II shall be evaluated at once a year. A tenured teacher holding an 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.
3. Employees who have had at least three (3) years of successful service with FCPS and are rehired after they have retired from FCPS 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 receive an electronic notification that the evaluation is available for review. Teachers will receive the notification within ten (10) teacher duty days after it is made available but no later than five (5) teacher duty days prior to the last duty day for teachers receiving less than a satisfactory evaluation.
7. Teachers shall acknowledge the opportunity to review the evaluation by participating in a conference with the evaluator.
8. A conference must be held to discuss and finalize the evaluation. Upon completion of the evaluation conference, both parties must submit electronic signatures. Teachers will have the right to respond in writing to the evaluation prior to the electronic signature. Such signature does not indicate agreement with the content.
9. If a teacher receives an unsatisfactory rating on an evaluation, a reasonable period of time shall be given to implement the recommendations.

D. 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.
2. If the principal determines a remediation plan is recommended, the principal and teacher will develop a specific written plan for improvement to address the noted deficiencies. The plan will include goals or objectives, strategies to be used, personnel to be utilized, materials to be used, time frame, measure of success, and supports offered by the building administration where appropriate.
 - a. The principal shall be responsible for managing the remediation plan and will schedule pre- and post-observation conferences with the participants, adjust the plan as needed, and conduct evaluations of the plan.
 - b. It is the responsibility of the teacher to work to improve the noted deficiencies.
 - c. 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 anytime during the school year with prior advance notice.
3. If there is a disagreement with the plan, the staff member must indicate their disagreement and the reasons in writing to the instructional director within ten (10) days.

E. Personnel File

1. Material of a negative nature must be shown personally to the teacher prior to placement in the personnel file. Only material that has been investigated and the conclusion is supported by the information obtained shall be placed in the teacher's file. The teacher shall acknowledge the opportunity to review said material by signing the file copy. Such a signature in no way indicates agreement with the content. The teacher will have the right to submit a written answer to such material that 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 X - NOTIFICATION OF NON-TENURE DECISION

In accordance with Maryland law, the Board may non-renew a non-tenured teacher's employment at the end of the first, second, or third school year or the third anniversary date if hired after January 1. Notification must be provided by May 1 if hired before January 1; if hired after January 1, then sixty (60) days prior to the anniversary date of the first, second, or third year or by June 15.

In the absence of written notification as mentioned above, a teacher shall be considered reemployed.

ARTICLE XI - 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 upon reasonable grounds to justify taking an action. The Board is in compliance with this 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:
 - i. The orderly, efficient, and safe operation of the education function; and
 - ii. 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.
 - 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 illegally discriminate against any teacher on account of race, religion, color, national origin, marital status, gender, age, disability, or sexual orientation.
- E. The Board is committed to promoting a culture and work environment which fosters safety and civility, and allegations of bullying, verbal abuse, or hostile, intimidating or offensive behavior will be investigated and followed up appropriately.

XII - EMPLOYEE PROTECTION

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

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 supervisor. 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.
- D. Students who use an electronic device that violates the confidentiality or privacy rights of a teacher during the school day, or use it in the classroom without teacher permission, are subject to discipline in accordance with the FCPS regulation governing student conduct.
- E. 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 or assignment, the Board shall reimburse the employee for repair or replacement, up to \$500 per incident. Reimbursement will not be granted if possession of the personal property for which reimbursement is claimed was not reasonable or proper under the circumstances, or if damage or destruction was caused by negligent or wrongful act of an employee. The employee shall submit an itemized request for reimbursement with documentation of the repair or replacement cost.

ARTICLE XIII - 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. At the request of the referring teacher, an administrator will communicate the status of a disciplinary action within two (2) work days of the request.
- B. If such occurrences in section A 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.
- C. 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.
- D. To the extent allowable by Family Education Rights and Privacy Act (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.
- E. In order to maintain a safe and orderly classroom environment 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.
- F. 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 Representative(s).

ARTICLE XIV - REDUCTION IN FORCE

- A. In any reduction in force (RIF) 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 FCPS where vacancies exist and for which the affected teachers are certified.
- B. If no similar positions are available, rehired retirees, provisionally certificated teachers, and 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, Section B.7.

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 county-wide 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 department and location code.

- C. Teachers on layoff shall be placed on a priority recall list in accordance with their seniority. Teachers shall be recalled as vacancies become available in accordance with their position on the list and their certification for said vacancies.
- D. When vacancies become available, the teacher will be notified of the vacancy by phone and email 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.
- E. While a layoff continues, no new teachers shall be hired except in those unique circumstances where:
 - 1. There are no teachers on the priority recall list qualified to fill the vacancy, or
 - 2. All qualified teachers on the priority recall list decline the offer to fill the vacancy.
- F. Any layoff due to RIF shall not be subject to any dismissal procedure required elsewhere in this Agreement.
- G. Teachers recalled under these provisions shall have restored to them all previously accrued sick leave and personal leave.
- H. The Board and the Association recognize that appropriate governmental agencies that 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 XV – TRANSFERS

- A. A vacancy-posting calendar will be identified annually by the end of the first week of January. All teachers who have completed at least one (1) year of satisfactory experience as evidenced by an effective mid-year evaluation and on track for renewal, 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 non-tenured teacher.
 - 1. A list of new vacancies for the subsequent school year will be posted by Human Resources during the following times:
 - a. February to May for a period of five (5) days posting.
 - b. Teachers who want to be considered for vacancies that occur after the May vacancy list is posted may submit a request for interview for the schools or assignments for which they wish to be considered to Human Resources on the appropriate form. Open transfer requests will be accepted June 1 through June 15 and will be honored through July 15.

- c. The principal or designee shall review all applicant materials. If more than five (5) teachers qualify for interview, the principal or designee shall select five (5) teachers to interview in person.

Posting will occur around the first 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. Personnel wishing to be considered for any posted vacancy for which they are certified must apply to Human Resources on the form provided for transfer requests. The forms must be received in Human Resources by the close of business on the posting deadline date.
- 3. Interview Procedures:
 - a. Human Resources will provide to principals and directors a list of the teachers who have applied to the vacancy list.
 - b. Transfer interview teams are led by administrative personnel. Teachers may serve on interview teams; however, they do not make transfer recommendations.
 - c. Except in cases of emergency, interviewees will receive notice of appointments a minimum of two (2) days prior to a scheduled interview. Interviews may be conducted in person or virtually.
 - d. If necessary, and upon the employee's request, administrative leave will be granted if they are seeking to interview for another position within FCPS.
 - e. Best practices for position interviews include an overview of position expectations, questions that seek insight into candidate skill set, candidate commitment to the school's mission and vision, and the opportunity for candidate questions.
 - f. Interviewed teachers will remain under consideration for subsequent vacancies in the same building during the current year's internal transfer process.
 - g. Interview results are shared with candidates as soon as possible once a vacancy has been resolved.
 - h. When a teacher accepts a self-initiated transfer, they are no longer eligible to participate in the open transfer process.
- 4. Special Postings
 - a. The following positions when not filled by staff within a building will be posted at the time they occur for five (5) days, except holidays or other times when FCPS is closed. The principal or designee shall review materials of qualified applicants and select at least six (6) teachers to be interviewed for each position. If less than six (6) qualify, all will be interviewed. All current FCPS teachers with appropriate certification are eligible to apply for a transfer to these assignments (and any other positions mutually agreed to by Human Resources and FCTA):

- School Counselor
- Teacher Specialist
- Transition Coordinator
- CASS Worker
- School Therapist
- Media Specialist
- Behavior Support Teacher
- Athletic Director
- Itinerant Instrumental Music Teacher
- Virtual Teacher

b. The following positions will be posted when a vacancy occurs and only those individuals currently serving in split positions in at least two (2) locations are eligible to apply:

- Single school elementary physical education teacher
- Single school elementary art teacher
- Single school elementary music teacher

5. Teachers requesting an increase/decrease in assignment should use this transfer process to achieve their desired increase/decrease in assignment. Other than in cases where RIFs are being invoked, part-time employees are eligible to transfer into full-time positions concurrently with full-time employees. Those seeking an increase will be allowed to transfer beyond July 15.

The job share option (Article XXXV, Job Share) is also available as a means for a teacher to request a reduction in assignment. The teacher is responsible for identifying the teacher with whom they wish to partner, as well as the position, within the published timelines.

6. Personnel wishing to be considered for any posted vacancy for which they are certified must apply to Human Resources on the form provided for transfer requests. The forms must be received in Human Resources by the close of business on the posting deadline date.

7. Human Resources will provide to principals and directors a list of the teachers who have applied to the vacancy list for their schools.

8. Principals will conduct interviews of all internal candidates within the timelines stated in Section A. The actual dates may vary due to holidays and school closings. The instructional director will notify the successful candidate.

9. Principals shall provide written notification to the unsuccessful internal candidates within seven (7) days of the last interview for the posted positions.

10. Principals will notify instructional directors and Human Resources of their decisions regarding the posted positions.

B. All eleven (11)-month and twelve (12)-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.

C. Generally, transfers will be completed by July 15. The affected teacher(s) will be notified as soon as possible as to the reason for the transfer.

D. Transfers may be initiated by the administration and, if acceptable to the teacher, shall be considered voluntary.

E. Involuntary Transfers (including excessed teachers)

1. Involuntary transfers are made in accordance with §6-201 of the Education Article to the *Annotated Code of Maryland*. Teachers may volunteer to be the involuntary transfer from the building with the understanding that the principal may decline the request in the best interest of the school program.
2. Except in emergencies, the teacher shall be notified twenty (20) calendar days in advance of the intended involuntary transfer. In all cases, the teacher shall be afforded the opportunity to discuss the proposed transfer with the building administration, and the teacher may appeal the decision in accordance with §4-205(c) of the Education Article to the *Annotated Code of Maryland*. Upon request, the Superintendent or designee shall furnish the teacher with reasons why the transfer is being made.
3. Each teacher placed on the involuntary transfer list will receive an informational form. This form will provide the instructional director information to assist in making placement decisions for the teacher. On the form, the teacher may describe relevant skills and abilities and the schools and assignments for which they would like to be considered. The form will include a place to indicate a request to discuss their selection for involuntary transfer and/or placement with the instructional director. Such request to discuss the involuntary transfer and placement shall be granted.
4. Teachers "To Be Placed" include excessed teachers and teachers returning from extended leaves of absence.
 - a. Teachers "To Be Placed" may request a transfer by completing the appropriate transfer form. These teachers will receive interviews for all positions for which they qualify at the schools where vacancies exist and to which they have requested transfer.
 - b. Teachers on extended leaves of absence must give notice of their intention to return to work to Human Resources by March 1.
 - c. Teachers not selected by a school principal will be assigned by the instructional director in a timely manner.
 - d. Teachers who have been assigned by the instructional director may continue to apply to jobs on the vacancy lists

ARTICLE XVI - 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 affected teachers 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 designee and the teacher.

If a teaching assignment is involuntarily changed to a different building after July 1, the teacher will be provided two (2) per diem days as compensation for the additional professional duties

associated with that change.

- 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.
- C. Administrators shall use reasonable effort to notify teachers in advance of potential student changes in order for them to provide input and have adequate time to prepare.

ARTICLE XVII - PROMOTIONS

- A. A promotion is defined as moving from any teaching position to one listed on the Administrative and Supervisory scales.
- B. All vacancies in promotional positions shall be filled on the following basis:
 - 1. Whenever a vacancy arises or is anticipated, Human Resources shall advertise 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 website. In addition, Human Resources 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 Human Resources. 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 FCPS. 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 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 XVIII – VIRTUAL HIGH SCHOOL, TWILIGHT AND FEDERAL PROGRAMS

- A. All openings for Frederick County Virtual School positions, Twilight, federal, and other special

programs (including non-teaching positions for which teachers may be qualified and eligible) will be published by Human Resources as per Article XV 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 FCPS, and when all other factors are substantially equal, preference will be given first to ten (10)-month teachers who have taught the subject area and/or grade level in question during the regular school year and then to ten (10)-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 such teachers, regardless of funding source, will be paid at their per diem rate of pay.

ARTICLE XIX – WORKSHOPS/SUMMER SESSION/SUMMER ACADEMY

- A. All workshops/summer session/summer academy offered by the Board shall be advertised by the Superintendent or designee 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 programs shall notify the Superintendent or designee prior to the closing date mentioned in the advertisement.
- C. Teachers not selected to participate in programs shall be notified in writing prior to the beginning of the program. 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) work days after the completion of the workshop.
- E. Teachers' rate of pay for workshop participation shall be \$30.25 per hour, and teachers who are presenters shall be paid \$42.35 per hour.

This rate of pay will be adjusted in accordance with the overall percentage increase provided to the teacher salary scale.
- F. Payment for summer session and extended school learning positions shall be at the individual teacher's per diem rate, as defined in Article VI. The teacher will receive payment within thirty (30) days after the completion of the program.
- G. Teachers conducting Maryland State Department of Education (MSDE) approved workshops and classes shall be compensated \$59.30 per hour. This rate will be adjusted in accordance with the overall percentage increase provided to the teacher salary scale.
- H. With the approval of the principal, teachers may share a summer session position with each job sharer being paid their per diem rate of pay for days worked.
- I. Teachers who serve as a short-term substitute for the summer session will be paid their per diem rate of pay.

ARTICLE XX - DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from teachers' salaries unified membership dues for FCTA, the

Maryland State Education Association (MSEA), and the National Education Association (NEA) as said teachers individually and voluntarily authorize to deduct through an appropriate written authorization form prepared by the Association and approved by Human Resources. The Board agrees to transmit such monies promptly to the Association.

1. Deductions shall be made in twenty (20) equal installments beginning with the first ten (10)-month pay of each year. For new enrollees after the first paycheck, deductions will be made in accordance with the number of pay periods remaining and prorated as communicated by the Association to Payroll at the time of processing of the new membership. Processing will occur in accordance with Payroll cut-off dates for each pay period.
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 first payroll. The Board will provide a similar list from the November 15 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 listed below. Except in case of an emergency, the Board shall distribute all monies from payroll deduction accounts to the proper recipients within ten (10) work days of its deduction following the pay date.

1. 403(b) and 457(b) Programs

A list of companies authorized to offer 403(b) and 457(b) 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 begins, the company must initially sign up a minimum of ten (10) employees. 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:

- i. Year 1 – minimum of fifteen (15) employees
- ii. Year 2 – minimum of thirty (30) employees
- iii. Year 3 – minimum of fifty (50) employees

After year three (3), if at any time an approved service-fee based provider drops below fifty (50) employees participating in its 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 list of 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 Credit Union shall notify the Board in writing with a fifteen (15) days notice.
 - 4. 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.
 - 5. FCTA-MSEA-NEA Voluntary Political Action Contributions (PAC) Deductions.
- C. 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.
 - D. For twelve-month employees, all deductions, except Association dues, shall be made in twenty-four (24) equal installments.
 - E. The Board and Association assume no financial obligation arising out of the provisions of this subsection.

ARTICLE XXI – INSURANCE

- A. The Board shall pay for each participating teacher each year 95% of the premium cost of group medical, prescription, and vision coverage unless waived by the teacher. The teacher may elect to add employee plus one (1) or family coverage. The Board contributes each year an amount calculated to equal 65% of that year's premium for the Board's family coverage plan and 72% of that year's premium for the Board's employee plus one (1) 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
- Vision
- Prescription Drugs
- CareFirst
- CareFirst/Davis
- CVS/CAREMARK

- B. 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.

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. Deceased Spouse Insurance Coverage

Upon the death of an employee or retiree, dependents of that employee or retiree shall have the option to enroll in the health and/or dental insurance programs in place at the time of the employee's or retiree's death. Participation requirements include the following:

1. Employee/Retiree completed ten (10) years of service with FCPS.
2. Employee/Retiree carried dependent medical/dental benefit coverage at time of death.
3. Surviving dependent has no access to employer-provided medical/dental insurance.
4. Surviving dependent is responsible for the full cost of medical/dental premiums.
5. New dependents may not be added to the policy.

- D. Comprehensive General Liability Coverage

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.

- E. 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 Section E of this Article.
2. The specifications and benefits are identified in the Delta Dental Program and hereto appended to this Agreement.

- F. The specific insurance coverages shall be listed in the employee benefit plan description booklet, which will be updated at the conclusion of 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. Retiree Insurance

1. "Retiree" is defined as having at least ten (10) years of service with FCPS.
2. The Board will contribute 80% of the premium for medical, prescription drugs, and vision coverage for all retirees with twenty five (25) or more years of service.
3. The Board will contribute 65% of the premium for medical, prescription drugs, and vision coverage for all retirees with service between ten (10)–twenty-four (24) years of service with FCPS.
4. 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.
5. Previous Board contributions for dental premium costs will be reallocated to cover costs for the retiree dependent premium.
6. A significant portion of the Board's previous contribution to dependent medical premiums will be reallocated to support individual retiree premiums.
7. The Board's previous dental premium contribution, plus the remaining Board's previous dependent contribution, will comprise the new Board allocation for dependent coverage.

- I. Insurance Council

1. 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 403(b) and 457(b) programs.
2. The Insurance Council shall be composed of four (4) representatives of the Association and four (4) representatives of the Board.
 - a. 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 Insurance Council.
 - b. 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.
 - c. The tasks of the Insurance Council should be focused on:
 - i. Making recommendations for plan design and rate setting with the assistance of a consultant.

- ii. Making recommendations on the insurance fund reserve.
 - iii. Making recommendations on the FCPS budget mark for funding employee benefits.
 - iv. Hearing member appeals.
 - v. Evaluating insurance vendor bids.
 - vi. Reviewing monthly financial reports.
 - vii. Participating in benefit bid reviews with the assistance of a consultant.
- d. The Insurance Council shall establish and appoint subcommittees as needed to address the following:
- i. Benefit coverage appeals.
 - ii. 403(b) and 457(b) Tax Sheltered Plans.
 - iii. OPEB funding/cost containment.
 - iv. Ad Hoc committees to address Insurance council initiatives.

J. Auto Insurance Reimbursement

1. In arranging schedules for teachers who are assigned to more than one (1) school building, travel shall be limited to one (1) trip to a school building per day.
2. Upon verification from a supervisor, the Board shall reimburse student support teachers, behavioral specialists, CASS personnel, school therapists, school counselors, and enrichment specialists who may be required to use their own automobiles in the performance of their duties to transport students (\$110.00 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 XXII- TERMINAL PAY

- A. Teachers presently employed at the time of retirement or death while under contract, shall receive terminal pay at the rate of 40% of the accumulated sick leave at the final hourly per diem. To be eligible, the teacher must have served ten (10) years with FCPS.

B. Retirement Notification

In order to be eligible for benefits under section A, teachers must submit completed retirement forms to Human Resources 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 XXIII - REIMBURSEMENT FOR EDUCATION EXPENSES

- A. 1. The Board shall reimburse professional personnel for tuition costs incurred in a program leading to:
- The APC or Master's equivalency, or
 - A Master's degree, or
 - A Board approved Doctorate, or
 - An additional endorsement to the SPC in a teaching area declared to be one of a critical shortage by the Director of Human Resources, or
 - Certification requirements under provisions established under federal law.
2. Employees will be entitled to be reimbursed up to thirty-six (36) semester hours if they meet the above criteria. This thirty-six (36) credit hour maximum does not apply to section G. Annual maximums are set in section B of this Article.
3. Coursework must follow the approval process outlined in section C of this Article.
4. With the exception of paragraph G below, professional personnel holding an APC, who have not received reimbursement for the maximum thirty-six (36) credits available are eligible to request reimbursement for additional graduate level coursework up to the maximum thirty-six (36) credits.
- B. Under this Article, current teachers are eligible to receive tuition reimbursement for a maximum of twelve (12) credits per year.
1. The maximum amount which the Board shall reimburse for tuition shall be \$472 per credit hour.
2. The maximum tuition reimbursement per year shall be at the cost of twelve (12) credits at \$472 per credit hour.
- C. Courses and programs must be approved by Human Resources thirty (30) days prior to registration for employees to receive reimbursement. If a course is denied, Human Resources staff will work with the employee to identify an acceptable alternative course. Reimbursement shall be made to the employee within thirty (30) work days after Human Resources has received all materials of verification.
- D. Repayment Obligation
- With the exception of extenuating circumstances, teachers who receive tuition reimbursement or reimbursement for license fees and leave employment within two (2) years of receiving reimbursement shall be required to repay the monies received. The employee may pay monies owed directly or they may have the amount deducted from their last paycheck. The entire obligation must be satisfied within six (6) months of the employee leaving FCPS.
- E. Teachers shall be active employees at the time of the request, while coursework 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 for Reimbursement:

October 15 For Summer Courses (Courses ending by August 31)
March 1 For Fall Courses (Courses ending by December 31)
June 30 For Spring Courses (Courses ending by June 1)

- F. Salary adjustments earned as a result of increased professional training shall be made effective February 1 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 February 1
COURSEWORK COMPLETED BETWEEN	February 1 and August 31	September 1 and January 31
ALL DOCUMENTATION RECEIVED BY	Last work day in September	Last work day in February

- G. The Board shall reimburse professional personnel holding the APC 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 B of this Article and may include reimbursement of MSDE credits to a maximum of three (3) semester hours per year.
- H. The Board shall recognize credit courses, programs, and degrees from institutions that have accreditation accepted by MSDE.
- I. Teachers holding conditional certificates may access educational reimbursement funds up to the maximum rate set in section B of this Article to cover testing fees for Praxis I and II. Such reimbursement will be deducted from the overall eligibility for tuition reimbursement as outlined in section A.
- J. The Board shall reimburse all properly licensed speech and language pathologists, therapists, and social workers for Continuing Education Units (CEUs) necessary to maintain the appropriate license/certification to practice in their area. This amount shall be up to, but not to exceed, the maximum dollar amount of reimbursement for unit members as outlined in section A of this Article.
- K. The Board shall reimburse license renewal fees for teachers required to hold a license from the Department of Health.
- L. The Board shall reimburse teachers who hold a Professional and Technical Educator certificate (PTE or T&I) and teach professional and technical courses at the Career and Technical Center or other FCPS locations for license fees required by FCPS to teach those courses.

ARTICLE XXIV - SICK LEAVE

- A. During the first year of employment in FCPS and during each successive year thereafter, each regular ten (10)-month teacher of the Board shall be entitled to ten (10) days sick leave, the unused portion of which shall be accumulative. Eleven(11)-month teachers shall be entitled to eleven (11) days, the unused portion of which shall be accumulative. Twelve (12)-month teachers shall be entitled to twelve (12) days, the unused portion of which shall be accumulative.

Teachers may take sick leave in fifteen (15) minute increments after the first hour.

- B. Full-time teachers whose sick leave has been exhausted and who have been employed by FCPS 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 (1) 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. Previously accumulated unused sick leave days will be restored to all teachers returning from an approved leave of absence.
- D. The Board shall accept transfer of full accumulated sick leave for professional personnel from any school system in Maryland.
- E. Sick leave may be used for personal illness, appointments with a health care provider, as well as the care of a family member. Family member is defined as a parent, child, sibling, or partner regardless of where they live. Members of the immediate household are also included.
- 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.
- H. Birth and Bonding Leave:
 - 1. Birth and Bonding Leave for an employee giving birth is administered under Family and Medical Leave Act (FMLA) guidelines. The employee qualifies for maternity leave as a serious health condition (giving birth) and then may take additional leave for bonding. The leave is a maximum of twelve (12) weeks, combining the maternity and bonding leave during the first year of a child's life.
 - 2. Bonding leave may be taken intermittently as long as the time of each leave period is at least eleven (11) work days.
 - 3. Bonding leave for the adoption or foster placement of a child is administered under FMLA guidelines. Up to twelve (12) weeks is available during the first year of the child's life or placement.
 - 4. Employees may use the leave available to them in their leave banks during this temporary leave of absence.
 - 5. For families in which both parents work for FCPS, each employee may take up to twelve (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 based on FMLA guidelines, when applicable.

6. Should one (1) 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. A process for application and transfer of the leave will be developed by the Benefits Office.
7. Employees who do not qualify for birth or bonding leave under FMLA guidelines should reference Article XXVII, section H - Temporary Leave of Absence Without Pay.

ARTICLE XXV - SICK LEAVE BANK

- A. All teachers on active duty in FCPS are eligible to contribute to the Sick Leave Bank (SLB). 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 SLB 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 SLB as of the effective cancellation date.
- C. Teachers may join the SLB between July 1 and October 1. Members returning from extended leave will be permitted to contribute to the SLB within thirty (30) days of return to work. New teachers will be permitted to join the SLB within thirty (30) days after employment begins.
- D. Members of the SLB are eligible to access the SLB on the first scheduled duty day. The Approval Committee, upon receipt of a request for days, shall immediately forward to Human Resources a copy of said request.
- E. Human Resources shall within five (5) days to inform the Approval Committee in writing of any concerns or information that may have a bearing on the Approval 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.
- F. If a member is still unable to return to work after exhaustion of all SLB benefits, unpaid leave shall be made available in accordance with Article XXVIII. In lieu of said unpaid leave, the member, at their 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 XXVIII, section L.
- G. In no case will the granting of leave from the SLB cause a member to receive more than their annual salary.
- H. Members must use all accumulated sick leave before applying for leave from the SLB. Application for use of the SLB shall be made on the required form and submitted to the approval committee.
- I. An Approval Committee, appointed by the Association President, 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 Human Resources. The Approval Committee shall develop its rules of procedures and shall give wide distribution of said rules upon approval of the Board of Directors of the Association and the Superintendent.

- J. Upon receipt of the decision of the Approval Committee, Human Resources shall verify that the request is within the limits of the SLB 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 Human Resources unless the decision of the approval committee is arbitrary or capricious. Upon issuance of such approval, the Human Resources shall forward the sick leave bank grant to the Payroll Office.
- K. 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.
- L. If a member does not use all of the days granted from the bank, the unused SLB days will be returned to the SLB.
- M. Non-FCTA members shall be charged an administrative fee of \$200 for each SLB request processed.

ARTICLE XXVI - FCPS-FCTA FAMILY CRISIS LEAVE EXCHANGE

The purpose of the Family Crisis Leave Exchange (FCLE) 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 FCPS employees.

Rules

- A. 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 FCLE Committee. Immediate family means the employee's spouse, child, parent, sibling, or relative for whom the employee has medical responsibility.
- B. The employee shall not be gainfully employed in any other capacity during the covered period.
- C. Maximum grant shall be sixty (60) work days.
- D. A family may receive a maximum grant only once in any three (3)-year period.
- E. Contributors are limited to a maximum contribution of two (2) earned days in any individual case.

Procedures

- F. Requests must be made in writing to the FCLE, in care of the FCTA Office, stating the details of the circumstances and the likely duration.
- G. The Accounting Department shall verify the employee's leave status to the committee.
- H. Written statement detailing the condition, treatment plan, and diagnosis shall be submitted by the attending physician(s).

- I. The Committee shall notify the Superintendent or designee, the building principal, Human Resources, and the appropriate director of the request and seek any input that it may have concerning the request.
- J. 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.
- K. The Committee shall notify the applicant of its decision, in writing, within ten (10) work days.
- L. Upon approval, the Committee will first notify the staff at the applicant's work site of the need for voluntary leave donations and then to all other sites.
- M. Volunteers who wish to donate any of their earned sick leave must complete and sign the FCLE Donation Form and return the form to the FCTA Office.
- N. FCTA shall establish a database system to track the donations with utilization.
- O. FCTA shall provide Human Resources written notice of names of contributors, number of days donated, and names of recipients.
- P. Donated days will be granted in the order they were received.
- Q. 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.
- R. The FCLE will function on an as needed basis.

ARTICLE XXVII - TEMPORARY LEAVES OF ABSENCE

Teachers shall be entitled to the following temporary leaves of absence with full pay each school year:

- A. Personal Leave
 - 1. Each ten (10)-month, eleven (11)-month, and twelve (12)-month teacher shall be credited annually with three (3) days to be used for personal leave. Teachers shall notify the immediate supervisor 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. Teachers may take personal leave in fifteen (15) minute increments after the first hour. Teachers intending to use leave in hourly increments shall submit a request at least thirty-six (36) hours in advance, in writing, to the immediate supervisor. In case of emergency, when such prior notice cannot be given, the Superintendent or designee may require evidence that an emergency existed.
 - 3. 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.
 - 4. Except when approved by the immediate supervisor, personal leave shall not be used the day before or after a holiday or scheduled break, or on an in-service day or parent conference day, or at the beginning of the school year or during the last two (2) days of the ten (10)-month teachers' work year.

5. Consideration will be given to the overall impact to the educational program and delivery of services prior to granting approval. Specifically, the supervisor or designee shall also take into consideration the following:
 - i. The availability of substitutes;
 - ii. How many requests from that particular individual in the past; and
 - iii. Whether the request represents an emergency when the individual has been approved for the exception in the past.

Denial of such requests may be appealed to the Director of Human Resources or designee.

- B. Time necessary for jury duty.
- C. Time necessary for appearances in any legal proceedings connected with employment or with a subpoena for a criminal case in which the employee is a witness.
- D. 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 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, niece or nephew, and those who stand in the same status as determined by the Director of Human Resources. Except in unusual circumstances, days will be used consecutively.
- E. Other leaves of absence with pay may be granted by the Board for good reason.
- F. Upon request, a teacher may receive accommodation to use (1) additional day of paid leave for religious observance not covered by the school calendar. Beyond this one (1) day, personal leave days, consistent with the regulations in section A.1, may be used for observance of recognized religious holidays of the teacher's faith that are not scheduled as holidays by the Board.
- G. The Board will provide two hundred forty (240) professional leave days for teachers other than Administrative and Supervisory personnel to attend professional meetings related to their assignment. Teachers may apply for professional days using a jointly devised form. 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. FCTA may request, and the Curriculum Department will provide, an accounting of the remaining professional days at the beginning of the second and third marking periods.

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.

- H. A temporary leave of absence without pay due to personal disability, including pregnancy, shall be granted by the Board to a teacher who does not qualify for FMLA leave under the following circumstances:
 - 1. The teacher has exhausted sick and personal leave and is still disabled.
 - 2. Medical verification of the disability has been submitted by the teacher to Human Resources on the Board's medical disability form.
 - 3. Human Resources shall establish the specific leave time for each teacher. Normally, this time shall not exceed three (3) months.
 - 4. Employer health, life and dental premiums shall be paid by the Board during the temporary leave for a period of up to three (3) months.
 - 5. Teachers who wish to remain on unpaid leave status beyond the initial three (3) month period have the option to continue belonging to the group insurance benefit program at the expense of the teacher.
- I. 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 FMLA leave.

ARTICLE XXVIII - 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 MSDE's requirements and coursework.
- B. Teachers may request and the Board will grant an unpaid leave of absence for up to two (2) years for the following reasons:
 - 1. Exchange teaching
 - 2. Higher education teaching
 - 3. Medical care giver
 - 4. Parental leaves [tenured teachers may request a total of three (3) years]
 - 5. Peace Corps, VISTA, or National Teacher Corps
 - 6. Personal/discretionary*
 - 7. Personal illness
 - 8. Study

Teachers may avail themselves of such leaves as needed and applicable to their circumstances.

They are not limited to a specific number of leave categories.

The Maryland State Retirement and Pension System (MSRPS) views personal illness, birth or adoption of a child, government sponsored and/or subsidized employment, study, and military service entry as a qualified leave of absence. Teachers must file a Qualified Leave of Absence Request with the MSRPS before going on a qualified leave.

*Personal/discretionary leave will not be counted as active service when determining the tuition repayment obligation.

- C. Teachers may request an unpaid leave of absence for up to four (4) 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.
- D. Teachers may request an unpaid leave of absence for up to four (4) years for the period of enlistment or induction in the United States Armed Forces or the National Guard for self or spouse.
- E. Leave requests based on medical necessity require documentation from a health care provider.
- F. Teachers on leave are required to maintain their professional teaching certificates and meet renewal requirements. Teachers who do not hold a professional teaching certificate are not eligible for continued employment.
- G. Teachers on leave for Association business, exchange teaching, higher education teaching, Peace Corps, VISTA, National Teacher Corps, or military service will, upon return to active status, receive experience credit for time while on leave.
- H. While on unpaid leave, teachers have the option to continue medical/dental benefits by paying both the employer and employee premium contributions.
- I. Initial requests for extended leave must be submitted by May 1 or sooner as the need for such leave is confirmed. Teachers submitting to take personal/discretionary leave must provide thirty (30) days' notice prior to the leave effective date unless an emergency does not permit such notice.
- J. Teachers on extended leave must give notice of intent to return by March 1.
- K. Unless mutually agreed upon, teachers on leave under any provision of this Article, other than parental leave, will return only at the beginning of a school year. Teachers on parental leave may elect to return at the beginning of the semester.
- L. All benefits to which a teacher was entitled at the time the leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, will be restored to the teacher upon return, and the teachers 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.

ARTICLE XXIX - SABBATICAL LEAVES

- A. The purposes of a sabbatical leave are to enable a teacher to pursue an activity that will benefit FCPS by enhanced professional competence or 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 of study leading to a Bachelor's 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 no more than 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's evaluation will be considered.
- D. To be eligible, a teacher must have completed at least six (6) full years of active service with FCPS. 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 Director of Human Resources. After the sabbatical has been completed, the teacher shall present to the 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 Director of Human Resources prior to July 1 of the sabbatical year. After the sabbatical has been completed, the teacher shall present to the Director of Human Resources adequate verification of program completion.
- G. A teacher on sabbatical leave either for half of a school year or for a full school year will be paid by the Board at 50% 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 with FCPS 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 XXX- WORK RELATED INJURY/ILLNESS

- 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 (1) 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; *Frederick Health Employer 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. This requirement is waived if the injury occurs before or after the

hours when these facilities are open or if the severity of the injury results in medical transport from the building or requires treatment in the Emergency Room.

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 XXXI - TEXTBOOKS, INSTRUCTIONAL MATERIALS AND SUPPLIES

- A. The Board guarantees that it will provide sufficient textbooks to ensure 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 an 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 that 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 ensure that textbooks and other materials of instruction are received in the schools prior to the opening of school.
- E. Except in unforeseen circumstances, material newly created by FCPS necessary for the implementation of curricula and instruction will be available to the teacher at least ten (10) days prior to the time the teacher is expected to implement instruction with these materials. This does not apply to newly hired teachers. Regardless of receipt of materials, teachers will still instruct students in the FCPS curriculum.
- F. Both parties understand that the Board cannot be responsible for delays or appropriation limitations over which it has no control.
- G. When possible and feasible, the Board will provide teachers who serve as end users with the opportunity to provide input when new instructional technology is being considered for systemic implementation pertaining to a specific program.

ARTICLE XXXII - 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 not fewer than three (3)* and not greater than ten (10)

per diem days of pay or an alternative work year beyond the ten (10)-month teacher calendar. Regularly assigned eleven (11) and twelve (12)-month teacher positions are not considered alternative work year assignments (i.e., agriculture teachers, school counselors, and athletic directors). Principals/supervisors may adjust the workweek schedule for twelve (12)-month teachers serving on school improvement teams when meeting times occur beyond the teacher's regularly scheduled work day.

* For the 2023-2024 school year, increase from three (3) days to four (4) days.

ARTICLE XXXIII – PROFESSIONAL LEARNING

A. School-based Professional Learning

1. School-based professional learning plan, aligned with the schools Continuous School Improvement (CSI) Plan, will be jointly developed by the CSI Team and the school administration with input from the faculty and staff. The professional learning plan will be shared with the faculty.
2. After the plan is developed, additional recommendations for procedures and specific training options may be submitted to the principal. CSI Plans, which includes the professional development plan, are dynamic and to be adjusted based on student performance data and ongoing data analysis.
3. School-based professional development may be differentiated and consider teacher experience, content, and assignment. Teachers are encouraged to present alternative plans for professional learning to administrators for consideration of approval.

B. Flexible Professional Learning (FPT)

The Board and the FCTA encourage professional learning opportunities which address the systemic needs of the school system, as well as the professional needs of the individual teacher. The parties recognize that such opportunities enhance knowledge and skill, promote collaboration and flexibility, and lead to better instruction and improved student learning.

Therefore, one (1) day of systemic designated professional learning will be converted to seven (7) hours of flexible professional time (FPT) for teachers who participate in curricular-based professional learning opportunities. These activities may include, but are not necessarily limited to, the following:

1. Participating in curricular-based professional learning experiences; and/or
2. Working with colleagues or individually on systemically-identified curricular priorities/initiatives.

Process

The following process will be used for submission and acknowledgement of an FTP activity:

1. Teachers will select and enter an activity into a designated online submission portal by October 31;
2. Principals/supervisors will have access to selected activities for review; choices that are part of the pre-approved drop-down menu will be automatically approved;
3. All activities must be completed by March 1; and

4. Teachers will verify completion within the online portal.

Failure to complete and confirm the online portal an approved activity by the March 1 deadline will be treated as the activity not being completed and result in the deduction of one (1) personal leave day. If personal leave is not available, one (1) day of leave without pay will be processed.

The following teachers are ineligible to participate in FPT:

1. Teachers who have less than three (3) years of prior teaching experience as an active certified teacher;
2. Part-time teachers (less than 1.0 FTE) who are not regularly scheduled to work on the designated FPT day; and
3. Teachers on an approved leave of absence who return to work after the designated FPT day.

Teachers who have less than three (3) years of prior teaching experience as an active certified teacher will receive seven (7) hours of targeted professional learning on the system designated FPT day.

Note: This is a regular day of work for teachers who have less than three (3) years of prior teaching experience.

ARTICLE XXXIV - ACTIVITY COMPENSATION

- A. Teachers accepting assignments as coaches, sponsors, or directors of specified activities that 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 Deputy 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 Deputy Superintendent.
 3. If an activity compensation assignment is to be shared between two (2) employees, a job sharing agreement must be completed by the employees and approved by the principal, the Supervisor of Athletics and Extracurricular Activities or VPA Curriculum Specialist, and the FCTA President.
 4. 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 that 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 positions are non-tenured positions.
 5. Whenever a vacancy for a compensated activity position arises or is anticipated, such position shall be advertised within the school for five (5) school days. If the position

cannot be filled by teachers from within the school, it shall be advertised throughout the county school system for at least ten (10) 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.

6. Each physical education teacher employed after July 1, 1981, may be required to coach one (1) athletic extracurricular activity. All teachers seeking employment for these positions shall be informed of this provision of the Agreement. Physical education teachers may opt out of this requirement one (1) time every three (3) years.
7. Coaching eligibility for interscholastic sports follows the guidelines of the Maryland Public Secondary Schools Athletic Association (MPSSAA) and COMAR 13A.06.03.04, which states that MPSSAA schools shall employ as coaches:
 - a. Certificated professional educators, or
 - b. Credentialed coaches who meet the following requirements:
 - i. Are eligible to hold a Maryland certificate under COMAR 13A.12.01.04;
 - ii. Possess a MPSSAA/MSDE Coaching Certification;
 - iii. Have completed two (2) years of successful coaching as an emergency coach; and
 - iv. Have spent the previous one (1) year as a successful emergency coach at the school of hire in the position of hire.
8. If no acceptable and qualified coaches are available from the teachers or certifiable professional educators, a temporary emergency coach may be employed if the following procedures are followed:
 - a. The person shall be officially appointed by the local Superintendent on a one (1) season basis for a specific coaching assignment.
 - b. The coaching salary of the appointed coach shall be paid exclusively by the local school system.
 - c. The person is required to possess an MPSSAA/MSDE coach certification prior to the start of his or her fourth (4th) year as an emergency coach.
 - d. For teams having more than one(1) coach, emergency coaches may not comprise more than 50% of that sport staff.
 - e. The emergency coach shall be at least twenty-one (21) years old and possess a high school diploma.
9. Teachers who decide to apply for vacancies during the period when school is not in session shall submit their applications in writing to the principal and Human Resources.
10. Payment for the activity shall be rendered to the teacher in one (1) lump payment processed separately from the normal semi-monthly payroll upon the completion of the

activity as verified by the principal and the appropriate curriculum specialist or Supervisor of Athletics. The teacher shall be notified of the amount paid for each activity with the check in which such payment is made.

11. Any teacher may suggest a change in an existing position or the creation of a new position in writing to the building principal or central office supervisor. If the principal/supervisor concurs, they will submit a job description and a request for such a position to the Deputy Superintendent. If approved, the request will be submitted to the Director of Human Resources and FCTA for classification. The Director of Human Resources will submit a recommendation for classification to the Superintendent for approval. The employee, FCTA, and the Budget Officer will be notified of the Superintendent or designee's decision in a timely manner. Once approved the position/stipend will be dependent on subsequent annual budget approval and availability of funding.
12. All extracurricular activity positions shall have minimum job descriptions developed by the Superintendent.
13. Credit for experience is based on the number of years as a head or assistant coach or sponsor based on the experience determination chart below, as verified by the appropriate curriculum specialist or Supervisor of Athletics.

Experience Granted	
Sponsored same activity in a K-12 setting	YES
Sponsored same activity at the collegiate level	YES
Sponsored same activity for a community-based program	NO
Sponsored same activity for a period spanning a semester or longer	YES
Received compensation for sponsoring same activity	YES
Example: Middle school teacher sponsors chorus and moves to high school chorus assignment	YES
Example: High school teacher sponsors chorus and moves to middle school	YES
Example: High school teacher sponsors chorus and moves to a band position	NO
General Criteria	
<ul style="list-style-type: none"> • Sponsor supervised like activity • Sponsor was in K-12 or higher education setting • Activity spanned minimum of 1 semester • Sponsor received compensation from the K-12 or higher education entity (not boosters) 	

1. Outdoor School: Should overnight stays at the outdoor school be re-established, the Board and FCTA shall meet to negotiate the stipend.
2. The Activity Compensation Schedule is attached in Appendix B.

ARTICLE XXXV - JOB SHARING

Current employees of the Board 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 (2) properly certificated teachers who volunteer for said position. The creation of the position must be approved by the principal, FCTA, and Human Resources.

March 1 is the deadline for renewal requests, and April 1 is the deadline for initial requests. Each teacher shall be a member of the bargaining unit and subject to the terms of the Agreement between FCTA and the Board. 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 (.5) 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 non-instructional duties shall be agreed upon and covered under the job-share form approved by the employees, the principal, FCTA, and Human Resources.
4. The employees may substitute for each other without loss of sick or personal days.

B. Salary

1. Each person will receive one-half (.5) of the salary earned 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 (.5) of the premium it would pay if the individual were a full-time employee. Alternatively, one (1) job share partner may take the health or dental benefits if the other waives them.
2. Each employee shall be provided with life insurance according to Article XXI, Section B.
3. Each employee shall be eligible for a prorated amount of tuition reimbursement, or one (1) job share partner is eligible for all the tuition reimbursement if the other partner waives it.

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, the teacher shall be provided a full-time position in their 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 XIV – Reduction in Force will be followed.

E. Participation in the MSRPS shall be in accordance with the MSRPS' guidelines.

F. In the event that either teacher substitutes for the other, the employee shall not receive any

additional compensation.

- G. Acceptance of a job share position shall be considered the same as accepting a voluntary transfer and shall not be changed without the consent of all parties.

ARTICLE XXXVI - 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, an equitable solution to the problems that 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 supervisor 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 supervisor within twenty (20) days of first occurrence or first reasonable knowledge of the 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 supervisor 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 submits the grievance to arbitration. If the Association determines 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 (AAA).
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, especially where the alleged violation is ongoing and time sensitive. 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 XXXVII – BLUEPRINT FOR MARYLAND’S FUTURE

- A. For the purpose of the National Board Certification (NBC) salary enhancement in accordance with the *Blueprint for Maryland’s Future*, a teacher is a licensed or certificated staff person who manages and/or supports student growth and learning in a school setting.
- B. If a unit member holds NBC and is deemed eligible by the State of Maryland, the salary enhancement shall be \$10,000.
 1. If a unit member holds NBC but is deemed ineligible by the State of Maryland for the state portion of the NBC funding, the salary enhancement shall be \$3,000 in FY 2023. Beginning in FY 2024, the salary enhancement shall increase from \$3,000 to \$5,000.
 2. Any NBC unit member who has not been determined eligible for the salary enhancement by the State of Maryland shall receive the lower amount of the NBC salary enhancement until such time that approval is received. Within two (2) pay periods of such confirmation, the full salary enhancement shall be applied, including any retroactive payment effective the fiscal year of the eligibility notice.
- C. If a unit member holds a non-NBC national certification as specified in Article VI, section L, the salary enhancement shall be \$3,000 in FY 2023. Beginning in FY2024, the salary enhancement shall increase from \$3,000 to \$5,000.
- D. A salary enhancement shall be effective the pay period following the unit member’s submission of documentation which verifies a certificate’s conferral. Payment shall be made within two (2)

pay periods following the described effective date.

- E. Unit members who hold two (2) or more national certifications shall only be eligible for one (1) salary enhancement whichever is greatest.

ARTICLE XXXVIII - 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 either party declares impasse, the chief negotiators along with three (3) representatives from the Board of Education and three (3) representatives from the FCTA Board of Directors shall meet within ten (10) work days to attempt to resolve the dispute. Should the dispute not be resolved within five (5) work days, the impasse process shall be conducted pursuant to regulations adopted by the Public-School Labor Relations Board (PSLRB) and in compliance with the Education Article to the *Annotated Code of Maryland*. The parties further agree to use the AAA during the mediation process. If the parties mutually agree, they may choose to use an alternative mediation service. The parties shall share the cost of the mediation equally.
- F. Notwithstanding the provisions contained in section A, the Maryland Court of Appeals and the Maryland State Board of Education (MSBE) have 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, the MSBE, and the PSLRB. 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, the MSBE, or the PSLRB, then the topics and provisions of this Agreement related to those topics or provisions determined to be illegal 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 reinstated as existed in 1988-89.
- G. If the Maryland Court of Appeals rules that class size is a legal subject of bargaining, Article XXVIII (Class Size) in the 1986-89 Agreement shall be reinstated.
- H. Blueprint for Maryland's Future Implementation:

Within (30) thirty days of settlement, a joint work group will be established to include key stakeholders, inclusive of FCTA representatives, with priority given to study time sensitive topics such as teacher compensation and career ladder, recognizing such matters will need to be

negotiated as it relates to wages, hours, and/or working conditions.

I. Concurrent Teaching:

While concurrent teaching is not ideal in all circumstances, the parties agree that it may be necessary or instructionally appropriate for some students and/or circumstances. The parties also agree that the practices of concurrent teaching can be improved for both the teaching and student experience. Therefore, FCTA representatives and FCPS Leadership will convene a work group within thirty (30) days of settlement to identify best practices for concurrent teaching as it relates to meeting the instructional needs and support for students and teachers. The parties will jointly present the findings of the work group to the Board by November 1, 2021.

J. During the 2021-2022 school year, the Board and FCTA agree to form a subcommittee to review and analyze current recommendations of the eleven (11)-month work group to assess alignment with a multi-tiered staffing model that the Board is implementing. The subcommittee's recommendations will be considered in discussion of future budgets and in negotiations between the Board and FCTA.

ARTICLE XXXVIII – DURATION

This Agreement shall remain in full force and effect from July 1, 2021, to midnight June 30, 2024, and incorporate the entire understanding of the parties on all matters that were the subject of negotiations. 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.

Duration: Three (3) years

Yearly Openers:

- Salary, Article V, J and N and Workshop Pay, Article XIX E;
- Insurance, Article XXI;
- Items related to the Blueprint and Career Ladder; and
- Option of one (1) wild card item each for the Board and the FCTA.

For FY 2024:

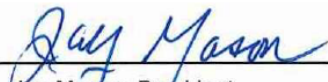
- Planning time pilot; and
- Evaluation of the three (3) per diem days for special education teachers.

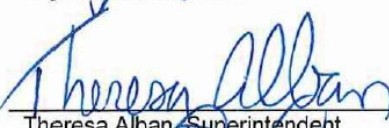
The parties will meet on or before:


- December 1, 2023, to negotiate a successor agreement.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed by their duly authorized officers this 22nd day of September 2021.

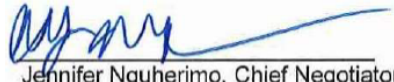
**BOARD OF EDUCATION OF
FREDERICK COUNTY, MARYLAND**



Jay Mason, President


Theresa Alban, Superintendent


Mike Markoe, Chief Negotiator

**FREDERICK COUNTY
TEACHERS ASSOCIATION**


Jennifer Nguherimo, Chief Negotiator


Missy Dirks, President

Appendix A: Salary Scales

- All newly hired ten (10)-month teachers will be assigned additional days prior to the first duty day to the extent required by FCPS and contingent on funding.
- Newly hired teachers are compensated at their per diem rate for pre-service training days.
- A teacher's placement on the salary schedule is determined by the number of years of experience and education credits.
- All teachers are placed with others who have the same experience and education credentials.
- For NBC, refer to Article VI, Section L.
- For Doctoral degree, add \$2,000 to the appropriate scale, grade, and step.
- For the fiscal years 2020-2024, the Board is legally mandated under the *Blueprint for Maryland's Future* to provide a 10% salary increase over and above the negotiated schedule. If this salary mandate is not amended to extend beyond June 30, 2024, the Board agrees to the following language:
 - Beginning July 1, 2024, the Board shall grant the FCTA unit the same percentage or equivalent cost of living increase and increment granted to the FCASA unit.
- For FY 2023: Salary Resources Pool (7.14%) = Step (2.14%) + 5% COLA.

July 1, 2022 10-Month Teacher Pay Scale

These figures are for teachers who entered their 26th Year+ of teaching in 2016/27 and choose to remain on the MA/30 or 60 HR Scale.

All newly hired 10 and 11-month teachers will be assigned additional days prior to the first duty day to the extent required by FCPS and contingent upon funding.

Newly hired teachers are compensated at their per diem rate for pre-service training days.

For approved National Board Certification (NBC), add a \$10,000 salary enhancement to the appropriate scale, grade, and step.

For non-approved national certifications, add a \$3,000 salary enhancement in FY 23 to the appropriate scale, grade, and step. The \$3,000 salary enhancement will increase to \$5,000 in FY 24.

For Doctorate Degree, add a \$2,000 salary enhancement to the appropriate scale, grade, and step.

July 1, 2022 11-Month Teacher Pay Scale

All newly hired 10 and 11-month teachers will be assigned additional days prior to the first duty day to the extent required by FCPS and contingent upon funding. Newly hired teachers are compensated at their per diem rate for pre-service training days.

For approved National Board Certification (NBC), add a \$10,000 salary enhancement to the appropriate scale, grade, and step.

For non-approved NBC and all other approved national certifications, add a \$3,000 salary enhancement in FY 23 to the appropriate scale, grade, and step. The \$3,000 salary enhancement will increase to \$5,000 in FY 24.

For Doctorate Degree, add a \$2,000 salary enhancement to the appropriate scale, grade, and step.

Appendix A-3: 12 Month Scales

July 1, 2022 12-Month Teacher Pay Scale

[illegible]

These figures are for teachers who entered their 26th Year+ of teaching in 2016/27 and choose to remain on the MA/30 or 60 HR Scale.

Newly hired teachers are compensated at their per diem rate for pre-service training days.

For approved National Board Certification (NBC), add a \$10,000 salary enhancement to the appropriate scale, grade, and step.

For non-approved NBC and all other approved national certifications, add a \$3,000 salary enhancement in FY 23 to the appropriate scale, grade, and step.

The \$3,000 salary enhancement will increase to \$5,000 in FY 24.

For Doctorate Degree, add a \$2,000 salary enhancement to the appropriate scale, grade, and step.

Appendix A-4: Athletic Director Scales

July 1, 2022 Athletic Director Pay Scale

Lane 020		Lane 030		Lane 040		Lane 050		Lane 060	
MA or 30 HRS		45 Hours		60 Hours		75 Hours		90 Hours	
Min. 21 Grad Credits		Min. 21 Grad Credits		Min. 30 Grad Credits		Min. 36 Grad Credits & 3 yrs tch ex		Min. 36 Grad Credits & 3 yrs tch exp	
Years		Years		Years		Years		Years	
1	\$66,162	1,2,3,4	\$68,872	1,2,3,4	\$72,584	4	\$75,098	4	\$77,336
2,3,4,5	\$68,126	5	\$70,820	5	\$74,548	5	\$77,063	5	\$79,300
6	\$70,090	6	\$72,784	6	\$76,512	6	\$79,026	6	\$81,265
7	\$72,054	7	\$74,748	7	\$78,477	7	\$80,991	7	\$82,589
8	\$74,436	8	\$77,130	8	\$80,441	8	\$82,955	8	\$84,553
9	\$76,816	9	\$79,510	9	\$82,822	9	\$85,336	9	\$86,935
10	\$79,197	10	\$81,892	10	\$85,202	10	\$87,717	10	\$89,315
11	\$82,054	11	\$84,749	11	\$87,584	11	\$90,097	11	\$92,336
12	\$84,911	12	\$87,606	12	\$90,441	12	\$92,954	12	\$94,554
13	\$87,768	13	\$90,463	13	\$93,297	13	\$95,811	13	\$98,049
14	\$90,626	14	\$93,319	14	\$96,154	14	\$98,669	14	\$100,906
15	\$93,483	15	\$96,177	15	\$99,012	15	\$101,526	15	\$103,124
16	\$94,912	16	\$97,606	16	\$101,869	16	\$104,383	16	\$106,621
17	\$96,340	17	\$99,034	17	\$103,297	17	\$105,811	17	\$108,049
18-22	\$97,768	18-22	\$100,462	18-24	\$104,726	18-24	\$107,240	18-24	\$109,478
23	\$99,197	23	\$101,891	25	\$106,154	25	\$108,668	25	\$110,906
24+	\$100,625	24	\$103,319	26	\$107,582	26	\$110,097	26	\$112,334
		25	\$104,748	27-28	\$109,011	27-28	\$111,526	27-28	\$113,763
		26-27	\$106,176	29	\$110,439	29	\$112,954	29	\$115,191
		28+	\$107,604	30	\$111,869	30	\$114,383	30	\$116,620
				31	\$113,297	31	\$115,811	31	\$118,048
				32+	\$116,323	32+	\$118,838	32+	\$121,076
31	\$111,819								
32	\$114,532								
33-34	\$117,244			42-43	\$126,171				
35-37	\$117,689			44	\$127,015				
38+	\$119,288			45+	\$128,613				

These figures are for teachers who entered their 26th Year+ of teaching in 2016/27 and choose to remain on the MA/30 or 60 HR Scale.

Newly hired teachers are compensated at their per diem rate for pre-service training days.

For approved National Board Certification (NBC), add a \$10,000 salary enhancement to the appropriate scale, grade, and step.

For non-approved NBC and all other approved national certifications, add a \$3,000 salary enhancement in FY 23 to the appropriate scale, grade, and step. The \$3,000 salary enhancement will increase to \$5,000 in FY 24.

For Doctorate Degree, add a \$2,000 salary enhancement to the appropriate scale, grade, and step.

Appendix B
Activity Compensation Schedule

CLASS I	1-3 years	4-6 years	7-9 years	10+ years
High School Football	\$2,859	\$2,952	\$3,509	\$4,338
High School Assistant Football	\$2,148	\$2,213	\$2,630	\$3,253
High School Basketball	\$2,859	\$2,952	\$3,509	\$4,338
High School Assistant Basketball	\$2,148	\$2,213	\$2,630	\$3,253
High School Athletic Trainer	\$2,859	\$2,952	\$3,509	\$4,338
High School Assistant Athletic Director	\$2,859	\$2,952	\$3,509	\$4,338
High School Marching Band	\$2,859	\$2,952	\$3,509	\$4,338
High School Assistant Marching Band	\$2,148	\$2,213	\$2,630	\$3,253
 CLASS II	 1-3 years	 4-6 years	 7-9 years	 10+ years
High School Soccer	\$2,019	\$2,638	\$2,983	\$3,515
High School Assistant Soccer	\$1,518	\$1,979	\$2,240	\$2,629
High School Hockey	\$2,019	\$2,638	\$2,983	\$3,515
High School Assistant Hockey	\$1,518	\$1,979	\$2,240	\$2,629
High School Volleyball	\$2,019	\$2,638	\$2,983	\$3,515
High School Assistant Volleyball	\$1,518	\$1,979	\$2,240	\$2,629
High School Wrestling	\$2,019	\$2,638	\$2,983	\$3,515
High School Assistant Wrestling	\$1,518	\$1,979	\$2,240	\$2,629
High School Baseball	\$2,019	\$2,638	\$2,983	\$3,515
High School Assistant Baseball	\$1,518	\$1,979	\$2,240	\$2,629
High School Softball	\$2,019	\$2,638	\$2,983	\$3,515
High School Assistant Softball	\$1,518	\$1,979	\$2,240	\$2,629
High School Track	\$2,019	\$2,638	\$2,983	\$3,515
High School Assistant Track	\$1,518	\$1,979	\$2,240	\$2,629
High School Drama (Fall)	\$2,019	\$2,638	\$2,983	\$3,515
Middle School Drama (Fall)	\$2,019	\$2,638	\$2,983	\$3,515
High School Assistant Drama	\$1,518	\$1,979	\$2,240	\$2,629
Middle School Assistant Drama	\$1,518	\$1,979	\$2,240	\$2,629
High School Swimming	\$2,019	\$2,638	\$2,983	\$3,515
High School Assistant Swimming	\$1,518	\$1,979	\$2,240	\$2,629
High School Cross Country	\$2,019	\$2,638	\$2,983	\$3,515
High School Assistant Cross Country	\$1,518	\$1,979	\$2,240	\$2,629
High School Tennis	\$2,019	\$2,638	\$2,983	\$3,515
High School Indoor Track	\$2,019	\$2,638	\$2,983	\$3,515
High School Assistant Indoor Track	\$1,518	\$1,979	\$2,240	\$2,629
High School Cheerleader	\$2,019	\$2,638	\$2,983	\$3,515
High School Assistant Cheerleader	\$1,518	\$1,979	\$2,240	\$2,629
High School Dance Troupe	\$2,019	\$2,638	\$2,983	\$3,515
High School Lacrosse	\$2,019	\$2,638	\$2,983	\$3,515
High School Assistant Lacrosse	\$1,518	\$1,979	\$2,240	\$2,629
High School Golf	\$2,019	\$2,638	\$2,983	\$3,515
High School Color Guard Instructor	\$1,518	\$1,979	\$2,240	\$2,629
High School Percussion Instructor	\$1,518	\$1,979	\$2,240	\$2,629
High School Drama (Spring)	\$2,019	\$2,638	\$2,983	\$3,515

CLASS III	1-3 years	4-6 years	7-9 years	10+ years
County Coordinator for the Frederick County Association of Student Councils (FCASC)	\$1,615	\$2,019	\$2,240	\$2,451
Middle School Band	\$1,615	\$2,019	\$2,240	\$2,451
Middle School Orchestra	\$1,615	\$2,019	\$2,240	\$2,451
Middle School Vocal	\$1,615	\$2,019	\$2,240	\$2,451
**Model UN County Coordinator	\$1,615	\$2,019	\$2,240	\$2,451
High School Academic Tournament	\$1,615	\$2,019	\$2,240	\$2,451
High School Envirothon	\$1,615	\$2,019	\$2,240	\$2,451
High School Mock Trial	\$1,615	\$2,019	\$2,240	\$2,451
High School Mock Trial County Coordinator	\$1,615	\$2,019	\$2,240	\$2,451
High School Yearbook	\$1,615	\$2,019	\$2,240	\$2,451
High School Euro Challenge Team	\$1,615	\$2,019	\$2,240	\$2,451
High School Vocal	\$1,615	\$2,019	\$2,240	\$2,451
High School Orchestra	\$1,615	\$2,019	\$2,240	\$2,451
High School Student Council	\$1,615	\$2,019	\$2,240	\$2,451
*High School Concert Band	\$1,615	\$2,019	\$2,240	\$2,451
High School Robotics Coach	\$1,615	\$2,019	\$2,240	\$2,451
Academic Tournament Advisor	\$1,615	\$2,019	\$2,240	\$2,451
High School Musical Pit Orchestra Director	\$1,199	\$1,328	\$1,571	\$1,860
High School Systemic Youth Apprenticeship Coordinator	\$1,199	\$1,328	\$1,571	\$1,860
High School Academic Tournament, County Coordinator	\$1,199	\$1,328	\$1,571	\$1,860
CLASS IV	1-3 years	4-6 years	7-9 years	10+ years
Elementary Vocal	\$1,199	\$1,328	\$1,571	\$1,860
Elementary Instrumental	\$1,199	\$1,328	\$1,571	\$1,860
Senior Class Advisor	\$1,199	\$1,328	\$1,571	\$1,860
Junior Class Advisor	\$1,199	\$1,328	\$1,571	\$1,860
High School Newspaper Advisor	\$1,199	\$1,328	\$1,571	\$1,860
High School Musical Production Vocal	\$1,199	\$1,328	\$1,571	\$1,860
High School Student Service Coordinator	\$1,199	\$1,328	\$1,571	\$1,860
Middle School Student Council	\$1,199	\$1,328	\$1,571	\$1,860
High School National Honor Society	\$1,199	\$1,328	\$1,571	\$1,860
Middle School Math Counts	\$1,199	\$1,328	\$1,571	\$1,860
CTC Skills USA Advisor	\$1,199	\$1,328	\$1,571	\$1,860
High School Corollary Athletic Program Coach	\$1,199	\$1,328	\$1,571	\$1,860
Chorus Director/ MS After School	\$1,199	\$1,328	\$1,571	\$1,860
Elem/MS/HS Science Olympiad Head Coach	\$1,199	\$1,328	\$1,571	\$1,860
Elem/MS/HS History Club/History/Bee Adv.	\$1,199	\$1,328	\$1,571	\$1,860
Middle/High Jazz/Pep Band Instructor	\$1,199	\$1,328	\$1,571	\$1,860
High School Musical Choreographer	\$1,199	\$1,328	\$1,571	\$1,860
High School Academic Tournament Moderator and Writer	\$1,199	\$1,328	\$1,571	\$1,860
High School Theater Manager (12 month)	\$1,199	\$1,328	\$1,571	\$1,860

CLASS V	1-3 years	4-6 years	7-9 years	10+ years
High School Yearbook Spring Supplement	\$426	\$445	\$462	\$507
High School Forensics	\$426	\$445	\$462	\$507
High School Model UN Advisor	\$426	\$445	\$462	\$507
High School Future Teacher Advisor	\$426	\$445	\$462	\$507
Freshman Class Advisor	\$426	\$445	\$462	\$507
Sophomore Class Advisor	\$426	\$445	\$462	\$507
Middle School Technology Fair, Co. Coordinator	\$426	\$445	\$462	\$507
Middle School Yearbook	\$426	\$445	\$462	\$507
High School FBLA Advisor	\$426	\$445	\$462	\$507
High School FHA Advisor	\$426	\$445	\$462	\$507
CTC National Technical Honor Society	\$426	\$445	\$462	\$507
Start-Up Frederick, County Coordinator	\$426	\$445	\$462	\$507
Destination Imagination Team Manager (Elem/MS/HS)	\$426	\$445	\$462	\$507
Young Scholars Advisor (Elem/MS/HS)	\$426	\$445	\$462	\$507
Lego Robotics Advisor (Elem/MS)	\$426	\$445	\$462	\$507
High School Academic Tournament, County Asst. Coordinator	\$426	\$445	\$462	\$507
Elementary Systemic Visual Arts Coordinator	\$426	\$445	\$462	\$507
Secondary Systemic Visual Arts Coordinator	\$426	\$445	\$462	\$507
Elementary Art Club Advisor	\$426	\$445	\$462	\$507

*The 1998-99 employees in the H.S. Concert Band positions are to be "grandfathered" and remain in class II.

**Model UN County Coordinator change is effective July 1, 2023

Appendix C
Planning Time Charts

Elementary Planning Time

Assignment	Total Daily Work Time in Minutes	Average Daily Planning Time*	Average Daily Instruction and other duties	Weekly Work Time	Weekly Planning	Weekly Instruction and other duties
1	420	62	358	2100	310	1790
0.9	378	55.8	322.2	1890	279	1611
0.8	336	49.6	286.4	1680	248	1432
0.7	294	43.4	250.6	1470	217	1253
0.6	252	37.2	214.8	1260	186	1074
0.5	210	31	179	1050	155	895
0.4	168	24.8	143.2	840	124	716
0.3	126	18.6	107.4	630	93	537
0.2	84	12.4	71.6	420	62	358
0.1	42	6.2	35.8	210	31	179

* Each elementary teacher shall have a total of at least three hundred ten (310) minutes unassigned duty time per week; two hundred forty (240) of those minutes shall be during the student day and shall not be scheduled in less than forty (40)-minute blocks. This planning time will be allocated on a daily basis. Time beyond the two hundred forty (240) minutes may be scheduled outside the student day as follows:

- One (1) block that must not be less than thirty (30) minutes.
- The remaining forty (40) minutes must be in blocks not less than twenty (20) minutes. Transportation-related issues may prevent this language from being implemented for up to the first ten (10) student days.
- Any time beyond three hundred ten (310) minutes may be scheduled by the principal.

Pilot for 2022-23 School Year:

Add an additional eighty (80) minutes per month of planning time that must be in no less than twenty (20)-minute increments.

Middle School Planning Time

Assignment	Total Daily Work Time in Minutes	Average Daily Planning Time*	Average Daily Instruction and other duties	Weekly Work Time	Weekly Planning	Weekly Instruction and other duties
1	420	60	360	2100	300	1800
0.9	378	54	324	1890	270	1620
0.8	336	48	288	1680	240	1440
0.7	294	42	252	1470	210	1260
0.6	252	36	216	1260	180	1080
0.5	210	30	180	1050	150	900
0.4	168	24	144	840	120	720
0.3	126	18	108	630	90	540
0.2	84	12	72	420	60	360
0.1	42	6	36	210	30	180

* Each middle school teacher shall have a total of three hundred (300) minutes of unassigned duty time per week. At a minimum, planning time will be allocated on a daily basis with at least one (1) period of unassigned time per day.

Pilot for 2022-23 School Year:

Add an additional eighty (80) minutes per month of planning time that must be in no less than twenty (20)-minute increments.

High School Planning Time

Assignment	Total Daily Work Time in Minutes	Average Daily Planning Time	Average Daily Instruction and other duties	Weekly Work Time	Weekly Planning	Weekly Instruction and other duties
1	420	90	330	2100	450	1650
0.9	378	81	297	1890	405	1485
0.8	336	72	264	1680	360	1320
0.7	294	63	231	1470	315	1155
0.6	252	54	198	1260	270	990
0.5	210	45	165	1050	225	825
0.4	168	36	132	840	180	660
0.3	126	27	99	630	135	495
0.2	84	18	66	420	90	330
0.1	42	9	33	210	45	165

* Each high school teacher will have four hundred fifty (450) minutes of unassigned duty time per week; planning time will be allocated daily, with the exception of twice monthly when principals may utilize forty-five (45) minutes of that time to coordinate team meetings, staff development, or other instructional-related activities. To facilitate collaboration, teachers may schedule this time outside the student day when approved by administration.

In addition, on weeks that are not scheduled as stated above, teachers will participate in collaboration at least thirty (30) minutes per week, but not to exceed forty-five (45) minutes per week, which may occur outside the student day. Any such collaboration time not used will revert to the teacher as unassigned duty time.