

Frederick County Teachers Association

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Tentative Agreement between FCTA and the Board of Education of Frederick County for a Negotiated Agreement for 2025-2028.

The Board of Directors of the Frederick County Teachers Association (FCTA) has voted to place the following offer for the for the next 3 year contract to a ratification vote of the members. The FCTA Board of Directors and Negotiations Team are recommending ratification.

To recap, this year, the entire contract was up for renegotiation.

The Tentative Agreement is as follows:

Salary Effective July 1, 2025:

- ✓ 2% COLA applied to all steps of all FCTA unit scales.
 - Link to <u>Tentative Agreement (TA) Salary Scales</u>
 - o Link to Current Scales for comparison
- ✓ For FY2026 only, no step increase
- ✓ Various rates of hourly pay increased by 2% COLA
 - Workshop Participant -\$32.86 and Workshop Presenter -\$46.00
 - MSDE Workshop Teacher -\$64.41
 - Acting administrator pay -\$56.56

Benefits Effective July 1, 2025:

- ✓ 4.5% increase to the Medical/RX/Vision insurance premium. 1.5% increase to Dental Premiums.
- ✓ No change to Co-Pays for Medical, RX, Vison or Dental Plans.
- ✓ Dental plan has been enhanced with the addition of cone beam and bone graft coverage.
- ✓ FSA Health max. limit increased to \$3,300 and the FSA Health carryover max. increased to \$660

2025-26 Medical/RX/Vision Rates Per F	'ay
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	10- month Employee 20 Pays	11-month Employee 22 Pays	12-Month Employee 24 Pays	Employer <u>Annual</u> Contribution	
Employee Only	\$30.63	\$27.85	\$25.53	\$11,637.84	
Employee Only	(Increase of \$1.31)	(Increase of \$1.20)	(Increase of \$1.10)	(Increase of\$501.22)	
Employee L 1 Dependent	\$233.00	\$211.82	\$194.17	\$22,046.08	
Employee + 1 Dependent	(Increase of \$10.02)	(Increase of \$9.11)	(Increase of \$8.35)	(Increase of \$949.43)	
Employee + Family	\$309.32	\$281.21	\$257.77	\$21,989.66	
(2 or more dependents)	(Increase of \$13.30)	(Increase of \$12.10)	(Increase of \$11.09)	(Increase of \$946.97)	
2 Employee+ Family (both parents employed by FCPS)	\$61.26 (Increase of \$2.63)	\$55.70 (Increase of \$2.40)	\$51.06 (Increase of \$2.20)	\$26,951.04 (Increase of \$1,160.66)	

	10- month Employee	11-month Employee	12-Month Employee
	20 Pays	22 Pays	24 Pays
Employee Only	Paid 100% by FCPS	Paid 100% by FCPS	Paid 100% by FCPS
Employee + 1 Dependent	\$36.87	\$33.52	\$30.72
Employee + 1 Dependent	(Increase of \$0.55)	(Increase of \$0.50)	(Increase of \$0.45)
Employee + Family	\$42.67	\$38.79	\$35.56
(2 or more dependents)	(Increase of \$0.63)	(Increase of \$0.58)	(Increase of \$0.53)
2 Employee+ Family (both	\$25.12	\$22.84	\$20.94
parents employed by FCPS)	(Increase of \$0.37)	(Increase of \$0.34)	(Increase of \$0.31)

2025-26 Regular Dental Plan Rates Per Pay

Time and Workload Language Items:

- Additional pre-service teacher worktime: "In years with a five (5)-day pre-service week, there will be two (2) teacher work days. In years with a four (4)-day pre-service week, there will be one and one-half (1.5) teacher workdays prior to the first day for students."
- Increased weekly planning time for middle & elementary school educators replacing the minutes that only had to happen monthly.
 - "Each middle school teacher shall have a total of three hundred *twenty (320)* minutes of unassigned duty time per week."
 - "Each elementary school teacher shall have a total of three hundred *thirty (330)* minutes of unassigned duty time per week."
- For the 2025-2026 school year, the FCTA and the FCPS agree to establish a joint committee to study the current duties and responsibilities of teachers assigned to the Multi-Education Program (MEP). The committee shall review and analyze the existing roles, responsibilities, expectations, and workload of MEP teachers. Upon completion of its review, but no later than February 1, 2026, the committee shall submit a written report containing its findings and any non-binding recommendations to the Superintendent.
- > For Secondary teachers adding limitations to the number of preps a teacher has in a year:
 - Principals should make a reasonable attempt to assign secondary school teachers to no more than three (3) separate preparations per semester.
 - Teachers may be asked to teach more than three preparations if the student schedule requires it, particularly in specialized programs such as virtual learning.
 - Teachers may volunteer to teach more than three (3) separate preparations.

Salary Related Items:

- Removed the need for conditional teachers to meet a specific number of credits per year to get a step if the bargaining unit gets a step.
- Increasing the opportunity for lane changes and salary adjustments from the current twice a year to three times a year (July 1, Oct. 1, and Feb. 1).

Sick Leave Bank and Family Crisis Leave Exchange Items:

- Starting July 1, 2025, new hires will be automatically enrolled in Sick Leave Bank unless they complete the opt out form within 30 days.
- > All others can still join the bank every year, the deadline is now September 1.

- Clarified Sick Leave Bank language about applying the Additional Leave Grant and how SLB may be used to make a member's salary whole if Worker's Comp is less than full salary.
- Clarified language for Family Crisis Leave Exchange so that it is clear an employee (not the family) may receive a maximum grant of sixty days within a three-year period. As well as streamlined how donations will be requested, and intermittent days may be used.

Language Changes related to Transfer:

There have been so many changes, we included the entire Article XV for review but only the red text and strike-through language is new and part of this vote.

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 Each available position will be advertised monthly until filled during the transfer process. The principal shall consult with the appropriate director when requesting a transfer of a nontenured teacher.

Teachers who have been involuntarily transferred will be placed in new assignments prior to the voluntary transfer process opening within that iob category. to the extent possible. Exceptions would include placement in charter schools or specialized programs.

- 1. A list of new vacancies for the subsequent school year will be posted *monthly* by Human Resources during the following times:
 - a. FebruaryMarch to May-June for a period of five(5) day 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 to 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 115 through June 15 30 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.
 - d. 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," "Priority Placement 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. If a Unit Member is an unsuccessful candidate, they may request a meeting with a Human Resources administrator to seek feedback about their application and interview assessment in an effort to improve for future opportunities.
 - 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 - Media Specialist - Teacher Specialist - Behavior Support Teacher - Transition Coordinator - CASS Worker - Itinerant Instrumental Music Teacher -School Therapist - Virtual Teacher Athletic Director -Lead Teacher -Distinguished 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) Involuntary transfers are made in accordance with §6-201 of the Education Article of 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.
 - 1. Involuntary transfers are made in accordance with §6-201 of the Education Article of the Annotated Code of Maryland.

a. 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.

b. If the opportunity to volunteer does not meet the required number of positions to be excessed or the areas of need, decisions will be made based on school needs and instructional continuity.

c. This criteria includes a supervisor's qualified assessment of the specific needs of the school, the unique qualifications or expertise that staff possess that align with school needs, and the alignment of staffing with instructional priorities and overall school goals.

- 2. Teachers who are involuntarily transferred will be notified individually by the school principal no less than ten (10) days prior to the release of the first vacancy list. 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 with information to assist in making placement decisions for the teacher. On the form, the teacher may describe relevant skills and abilities and the schools, assignments, *and geographic locations* 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 a request to discuss the involuntary transfer and placement shall be granted.
- 4. Teachers "To Be Placed" *Priority Placements* include excessed teachers and teachers returning from extended leaves of absence.
 - a. Teachers "To Be Placed" *Priority Placements* 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 Feb. 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.
 - **f.** Volunteer(s) shall first be sought. A teacher who volunteers to become the involuntary transfer will be given the same consideration in determining a new assignment as is given to other involuntary transfers.
 - g. FCPS will include information about accessing the voluntary transfer lists (website link) in excess letters.

- h. When it becomes necessary for a teacher to transfer because of changes in enrollment or program, Human Resources, to the extent possible, will prioritize the placement of the member when posting vacancies on the vacancy list.
- *i.* Vacancies will not be held or frozen because a principal is on leave. Involuntary placements will continue, regardless of the availability of the principal.
- *j.* Any teacher who was involuntarily transferred will be reassigned to their same position/school if an appropriate vacancy occurs at a later date. The teacher who has been involuntarily transferred should, however, have the option of determining whether they want to exercise their right of return to their original school if they have already been assigned to another position. No changes will be made if the vacancy occurs after July 15, unless the participating instructional director(s), principals, and the teacher agree to the change. (MOU 3.3.25)

Blueprint for Maryland's Future Related Items:

- ✓ Maintenance of Certification (MOC) for National Board Certified Teachers.
 - For educators that hold an NBC and qualify for the MSDE definition of teacher they will receive: A \$4,000 salary enhancement for the first successful MOC (previously negotiated), \$1,750 salary enhancement for the second MOC and \$1,500 for the third MOC. These enhancements are compounding.
 - For educators that hold an NBC but do not qualify for the MSDE definition of teacher they will receive: A \$2,000 salary enhancement for the first successful MOC, \$1,250 salary enhancement for the second MOC and \$1,000 for the third MOC. These enhancements are compounding.
- ✓ Maintenance of Certificate (MOC) Eligibility.
 - Teachers who renewed their current NBC (first, second, or third maintenance) prior to March 2021 shall not be eligible for renewal compensation. If Maintenance of Certification (MOC) was obtained prior to March 2021, subsequent renewals shall be eligible for renewal compensation starting with the first MOC.
 - Teachers who renewed their NBC (first, second, or third maintenance) on or after December 2021 shall be eligible for renewal compensation starting with the first MOC.
 - For teachers who renewed their NBC (first, second, or third maintenance) in December 2020 and will renew it again in 2025, NBC renewal compensation shall be the same as if this were their first NBC renewal. Compensation shall not be compounded to include increases for two (2) or more renewals retrospectively; therefore, the teacher shall not receive renewal compensation in an amount equivalent to having renewed twice.
 - For teachers who renew their NBC prior to the end of the valid certification cycle, they shall not receive the renewal compensation until the certification period of the existing

NBC is exhausted.

- Should an applicant holding NBC and/or a MOC be hired as an external candidate, the individual would only be eligible for the salary enhancements applicable to the duration of the current validity period. For example, an external candidate holding NBC and a first MOC with three (3) years remaining in the validity period would only be entitled to a salary enhancement for the NBC and the remaining three (3) years of the MOC validity period
- Should NBC teachers move into an administrative role, they shall no longer be eligible to receive the NBC or MOC salary enhancements.
- ✓ Teacher Career Ladder Level 4
 - Level 4a Lead Teacher, Salary Enhancement of \$5,000
 - Level 4b Distinguished Teacher, Salary Enhancement of \$10,000
- ✓ Ladder Progression to Level 4
 - A teacher may not be promoted from Level 3 to Level 4 or Level 4a to Level 4b on the Career Ladder, unless the teacher: (1) Has an effective evaluation for the most recent evaluation year, (2) is not under a performance improvement plan, (3) meets eligibility, and (4) is selected to be part of the Level 4 Teacher Pool.
 - Promotion up the ladder is not guaranteed, as an open position on Level 4 must exist in order to be considered for promotion.
 - A teacher may not be placed from a Level 3 position into a Level 4 positions outside the promotional process.
- Career Ladder with the addition of Level 4 to be submitted to the Blueprint Accountability and Implementation Board for final approval (submission due July 1, 2025) for implementation in future fiscal year.

Language Changes – Miscellaneous:

- Language was added creating the ability for unit members to request a meeting with HR to gain feedback after interviews when a candidate is unsuccessful to the following sections of the of the contract Transfers, Promotions and Activity Compensation positions.
- Teachers will now be required to be notified they are going to be placed on a work plan by the last day of the preceding school year instead of the current August 1st date.
- Clarification for charter school educators on reimbursement for expenses: "Whenever the governing or administrative leadership associated with a charter school requires a teacher to participate in professional development specific to teaching at the charter school, the charter school shall be responsible for the reimbursement for all associated costs, including, but not limited to, registration and training fees, materials, substitute costs, leave, and travel expenses."
- > Notice of intent to return for teachers on extended leave moved to by February 1.
- The negotiated agreement will not solely be available electronically. Employees may print a copy at their worksite.
- > Clean up of outdated FCPS and FCTA job titles and other similarly outdated contract language

This contract would remain in effect until June 30, 2028 with the limited openers including Salary, Benefits, items related to the Blueprint for Maryland's Future law to be negotiated in the next two years. A full successor agreement will be negotiated in the 3rd year.

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

We are holding 2 voluntary Q&A meeting opportunities via Zoom which are open to all members.

Option 1: Thursday 6/12/25 at 4:00pm

https://us02web.zoom.us/j/87668180438?pwd=iAa3FM7JKokNaeWh7cjUeL4pbcV1pa.1 Meeting ID: 876 6818 0438 Passcode: tEdC39

Option 2: Friday 6/13/25 at 2:00pm

https://us02web.zoom.us/j/87935636344?pwd=mXfkB6Ay4FTqyQZQutejc7W5uEfxH4.1 Meeting ID: 879 3563 6344 Passcode: 4WEa8f

Should you have any questions, please contact the FCTA office (301-662-9077) or members of the FCTA Negotiations Team: Justin Heid (OES, VP and Negotiations Chair), Andrew Macluskie (Chief Negotiator, <u>aamacluskie@mseanea.org</u>), Angie Beans (FHS, Board of Directors), Toni Border (WKMS, Treasurer), Missy Dirks (President, <u>mdirks@mseanea.org</u>), Mike Skena (RVHS), and Karyn White (OES).

Please vote via Survey Monkey <u>no later than June 18, 2025, at 5:00 pm</u>. The voting process will be closed after that.

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