



Cornell University
ILR School

BLS Contract Collection

Title: **Washington County Board of Education and Washington County Teachers Association, Inc. (2002)**

K#: **820860**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

The complete metadata for each collective bargaining agreement can be found at - <http://digitalcommons.ilr.cornell.edu/blscontracts/1/>

For a glossary of the elements see - <http://digitalcommons.ilr.cornell.edu/blscontracts/2/>

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

For more information about the BLS Contract Collection, see <http://digitalcommons.ilr.cornell.edu/blscontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

(FRONT COVER)

**NEGOTIATED
AGREEMENT**

between the

BOARD OF EDUCATION OF
WASHINGTON COUNTY

and the

WASHINGTON COUNTY
TEACHERS ASSOCIATION, INC.

2002-2003

(INSIDE COVER SHEET)

**NEGOTIATED
AGREEMENT**

between the

**BOARD OF EDUCATION OF
WASHINGTON COUNTY**

and the

**WASHINGTON COUNTY
TEACHERS ASSOCIATION, INC.**

Effective July 1, 2002

Board of Education of Washington County
Hagerstown, Maryland 21740

Table of Contents

(to be determined in Publications)

ARTICLE 1 RECOGNITION

- 1.1** The Board of Education of Washington County, hereinafter referred to as the "Board," recognizes the Washington County Teachers Association, hereinafter

referred to as the "Association," as the exclusive negotiating agent for all certificated teachers, including, but not limited to, classroom teachers, librarians, media specialists, counselors, television teachers, special area teachers, curriculum specialists, and others paid on the salary scale in this Agreement, pursuant to Title 6, Subtitle 4, Section 6-404 of the Education Article of the Annotated Code of Maryland. Further, the Board of Education agrees to negotiate with the WCTA for the purpose of reaching a formal agreement with respect to all matters that relate to salaries, wages, hours and other working conditions for "retired/rehired" teachers. Said negotiations will commence no earlier than July 1, 2002, and no later than September 15, 2002.

1.2 Part-time Employees - Part-time employees shall not be employed where a qualified full-time applicant is available, and is willing to accept the complete assignment.

1.3 Temporary Employees - A temporary employee excluded from the bargaining unit is one who is hired for a period of up to six (6) months and is so informed at the time of hire and who is hired to fill a temporary job or for a special project or to replace any employee on leave.

A position opened as a result of leave granted in Article 12 shall not be covered by this section.

1.4 Definitions - Unless otherwise indicated, the term "teacher(s)" or "employee(s)" shall refer to all members of the negotiating unit and references to males shall include females.

***ARTICLE 2
ASSOCIATION RIGHTS AND RESPONSIBILITIES**

- 2.1 Association Officers and Faculty Representatives** - The Association faculty representatives/alternates shall be identified by the Association not later than the last school day of the school year prior to their tenure of office.
- 2.2 Association Leaves** - The Association shall be granted fifty (50) days of leave without loss of pay or fringe benefits to those individual members of the Association using the leave days as authorized by the president. The Association shall bear the full cost of providing substitutes for said leave days.
- 2.3 Faculty Representatives** - Association faculty representatives, not to exceed one (1) representative per twenty (20) member teachers or major fraction thereof per building, will be free of non-teaching duties to conduct Association business within the building before and after the students' regularly scheduled class day. Such representatives shall be available for student consultation during this time.
- 2.4 Information to the Association** - The Board shall, upon request, provide the Association with eight (8) copies of their annual school directory, a list of new teachers and their addresses, where teacher permission is given, a copy of the agenda for public meetings of the School Board, and official minutes of the public School Board meetings. In addition, the Board shall provide all information related to bargaining as required under the provision of Title 6, Subtitle 4, of the Education Article of the Annotated Code of Maryland.
- 2.5 Association Meetings** - The Association may have use of school buildings free of charge except for custodial or utility charges incurred as a result of the meeting. The Board will make every effort to arrange custodian work schedules so that no extra time is required.
- 2.6 Access to Schools** - Association representatives may have access to all school buildings and its representatives may meet with teachers provided it does not interfere with the educational program of that school, as determined by the appropriate administrator. Upon arrival at any school the representative shall confer with the principal, or a designee, in order to facilitate the visit.
- 2.7 Association Communications** - Inter-school delivery facilities may be utilized by the Association for the distribution of newsletters, flyers and other non-bulk materials. Any materials for distribution will be placed in the school mail boxes at the Board Office by the Association after approval by the Chief Operating Officer or his/her designee. Such material will be addressed to a faculty representative for distribution in the school. As long as facilities are adequate, such material can be distributed by this means.

- A. The system may not be used to distribute political materials from any source, including WCTA recommendations for candidates.
- B. The system may not be used to distribute marketing offers, *i.e.*, promote a particular company or make promotional offers to Board employees.
- C. The system may be used by teachers to conduct the business of education/teaching, *i.e.*, a teacher may use the system to communicate the need for, or the delivery of, instructional materials, etc.

2.8 Orientation Meetings - Every effort will be made to provide the Association with time to meet with new teachers during the pre-school orientation sessions for new teachers.

2.9 Board Meetings - The Association will, upon request, be placed on the agenda of public School Board meetings.

2.10 Dues Check-off - The employer will deduct from the pay of each employee covered by this Agreement all Association dues, provided that at the time of such deduction there is in the possession of the employer a written authorization validly in effect. An employee's written authorization shall be irrevocable for a period of one (1) year and shall renew itself thereafter, from year to year, subject each year to revocation in writing received by the Board and the Association prior to September 15, such revocation to be effective on October 1, following. The deductions shall be made in ten (10) equal installments beginning with the salary check issued on or about October 15, of each year. In case of resignation within a school year, the balance due that year will be deducted from the final salary check issued to the employee. No later than October 15 of each year, the Board will provide the Association with a list of those bargaining unit employees who have authorized dues deductions. The Board agrees to transmit to the Association within seven (7) working days after the last pay date of each month all dues deducted pursuant to this section. The Association will furnish the authorization forms, the design of which will be approved by the Board. The Association shall accept full liability for any claims of any teacher that arise out of, or by reason of, any action taken by the Board for the purpose of complying with any provisions of this section.

2.11 Bulletin Boards - The Association shall have the right to a reasonable share of faculty bulletin board space in each facility for the display of Association materials.

2.12 Calendar Committee – Four (4) members of the calendar committee shall be appointed by the WCTA.

2.13

Exclusivity - The rights granted to the Association in this Article, excepting provisions applying to information or facilities available to the public, shall not be granted to any other teacher organization during the term of this Agreement.

***ARTICLE 3
MANAGEMENT RIGHTS**

The terms and conditions of this Agreement are subject to the authority of the State Board of Education as set forth in the Education Article of the Annotated Code. It shall be the exclusive function of the Superintendent of Schools and the Board to determine the mission of the County public education system; set the standards of service to be offered; maintain the efficiency of operations; determine the methods, means and personnel by which such operations are to be conducted; and to take whatever action to issue whatever rules, policies and regulations are necessary to carry out the mission of the County public education system for which they are responsible and which is entrusted to them.

ARTICLE 4 TEACHER RIGHTS

- 4.1 Political Activities** - The Board and the Association recognize the right of teachers to participate in political, governmental affairs in a manner afforded any other citizen, including the right to vote, the right to discuss political issues, the right to be an active member of a political party, the right to campaign for candidates for election to public office, and the right to seek, campaign for and serve in public office, provided that such activities are conducted outside the classroom and outside duty hours. This section shall not be construed so as to preclude teachers from using school facilities on the same basis afforded other citizens engaged in political activity.
- 4.2 Personal Life** - The personal life of a teacher shall be the concern of and warrant the attention of the Board only if it interferes with the regular conduct of the school(s) or as it may directly prevent the teacher from properly performing his assigned functions during duty hours.
- 4.3 Academic Freedom** - Teachers shall be provided academic freedom. Academic freedom shall mean that teachers are free to present instructional materials which are pertinent to the subject and level taught within the outlines of appropriate course content adopted by the Board of Education. Teachers shall present all facets of controversial issues in a scholarly and objective manner within the limits of appropriate pedagogical discretion and propriety. Teachers shall be entitled to freedom of discussion within the classroom and on all matters which are relevant to the subject matter under study and within their area of professional competence.
- 4.4 Just Cause**
- A.** No teacher will be disciplined, reprimanded, reduced in rank or compensation without just cause. A teacher may have a representative present at conferences at which formal disciplinary action is taken. Such conferences shall be held with due regard for a teacher's privacy.
 - B.** Unit members will not be publicly ridiculed or disciplined.
- *4.5 Suspension** - Any suspension of a teacher pending a hearing before the Board shall be with pay.
- 4.6 Reduction in Force** - In all cases of layoff of tenured teachers, length of service in the Washington County School System shall prevail where the senior employee holds a first-class certificate appropriate for the subject field and/or grade level of a remaining position. When a tenured senior employee holds less than a first-class certificate, the Board may disregard length of service except as between

two (2) or more such senior employees holding the same type certificate. Length of service shall include uninterrupted service and approved leave time computed from the date on which the employee signed his individual professional contract of employment; however, length of service shall include all continuous service prior to an interruption in service if such interruption is caused by the resignation of a tenured teacher due to (a) illness and the expiration of his/her approved leave of absence for such purpose, or (b) the expiration of his/her approved parental leave of absence.

No non-tenured teacher will be retained where a tenured teacher holds a certificate appropriate for the subject field and/or grade level of a remaining position. Teachers on layoff shall be recalled in order of their length of service as vacancies become available for which they are certificated. While a layoff continues, no new hires shall be permitted in Unit I except where: (a) there are no teachers on layoff qualified by certificate to fill a vacant Unit I position; or (b) all qualified teachers on layoff decline the offer to fill the vacancy. Teachers shall: (a) receive written notice five (5) days in advance of the deadline for determining whether to exercise recall rights; (b) be available to begin work within twenty (20) days following exercise of recall rights; and (c) retain recall rights for a period of two (2) years. Except where there is a proven medical disability or a valid professional contract in effect with another Maryland public school system, a teacher who declines a job offer for which he or she is certificated shall forfeit recall rights.

4.7

Personnel File - Teacher files shall be maintained in accordance with the following procedures:

- A. No material related to a teacher's conduct, service, character, or personality shall be placed in the file unless it is signed by the person submitting the information. The teacher shall be given the opportunity to acknowledge that he has read such material, except for confidential references, by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its contents. No such material shall be used in a hearing against a teacher unless opportunity for such review has been afforded. A teacher's refusal to sign will be noted by an administrator and a witness.
- B. The teacher shall have the right to answer any material filed and his answer shall be attached to the file copy.
- C. A teacher shall be permitted to examine his file at all reasonable times and may be accompanied by an Association representative.
- D. A teacher's file shall be open to inspection by only those persons whose official responsibilities require such inspection.

- E. A permanent record will be kept listing the date and identity of each person who reviews any part of a personnel file. Each personnel file will contain its own record of such reviews.

ARTICLE 5 WORKING CONDITIONS

- 5.1 Workday** - The workday of classroom teachers will ordinarily begin no earlier than thirty (30) minutes before the start of the first regularly scheduled class and will ordinarily end no later than thirty (30) minutes after the end of the last regularly scheduled class. Teachers regularly scheduled to begin their duties earlier or to continue until a later time because of special circumstances will not be required to be on duty longer than the total hours of the regular school day. During the regular school year the workday for teachers will be seven and one-half (7-1/2) hours, including a thirty (30) minute duty-free lunch period.
- 5.2 Work Year** - The maximum number of required working days shall not exceed one hundred ninety (190). The Board and the Association agree to participate in a joint committee to be established on July 1, 2002, which will work to develop eleven-month contract opportunities for some unit members.
- 5.3 Professional Assignments** - Insofar as possible, all faculty members in a school shall have equitable loads of classes and other professional duties. Scheduling shall take into consideration such extra, non-compensated duties assigned to teachers. The principal and the faculty in each school shall design a procedure for assigning such duties on an equitable basis.
- 5.4 Pupil Evaluation Time**
- A. During a regular workday at or near the end of each grading period, teachers shall be provided at least three (3) consecutive hours for purposes of evaluating students, marking report cards, parent-teacher conferences and teacher-pupil conferences. The three (3) hours shall be provided when students are not in school. Meetings and other professional activities of teachers at the school or county level may be arranged if they are not in conflict with the purposes stated.
 - B. Elementary teachers will be provided with an additional three (3) consecutive hours at or near the end of each grading period for the purpose of assessment review. The three (3) hours shall be provided when students are not in school.
- 5.5 Class Interruptions** - The school day will be kept as free from class interruption as possible. Use of the public address system for announcements and contacting individuals during instructional periods shall be avoided except in cases of emergency.

5.6 Transporting Students and Materials - Teachers shall not be required to transport pupils in private vehicles, nor shall teachers be required to perform delivery service of school materials.

5.7 Covering Classes - When a teacher is needed in an emergency to cover another teacher's class, or when a sufficient number of substitute teachers is not available, a teacher may agree to cover a class during his/her scheduled planning time only. Teachers will be paid \$11.50 per hour, or per occurrence if less than a full hour, for such substituting.

The Board and the Association agree that principals are responsible for securing class coverage by a teacher. Opportunities for substituting will be offered on a rotating basis to teachers who have offered to be on a list for this purpose. The following priority sequence will be observed in each instance:

1. Volunteers holding appropriate certification
2. Volunteers not holding appropriate certification
3. A teacher will be selected

5.8 Substitutes for Specialists - A substitute shall be secured when specialists who work with class-sized groups of students are absent.

5.9 Extra-curricular Activities - Teacher participation outside the regularly scheduled workday in extra-curricular activities for which no extra-curricular compensation is paid shall be strictly voluntary.

5.10 Consultation with Parents - Teachers are encouraged to be available to parents and students for consultation before and after regularly scheduled classes and at other mutually convenient times. Both the Board and the Association recognize that activities like back-to-school nights can provide a meaningful opportunity for teachers and parents to confer and teacher attendance at such activities is encouraged.

5.11 Attendance Registers - Pupil attendance registers will be maintained in the school office, except in an emergency.

5.12 Leaving the Building - Teachers shall be permitted to leave the building during planning periods for professional and ethical reasons with the knowledge of the principal or a designee.

5.13 Monitoring Duties - The Board and the Association agree that professionals shall be relieved of monitoring duties. Available assistants shall be scheduled to perform monitoring duties in lieu of teachers whenever possible and wherever appropriate.

5.14 Special Class Supervision - Teachers will not be expected to assume responsibility for the supervision of their pupils when special teachers are regularly scheduled to work with the full class. However, the principal may, because of unusual circumstances, determine that the regular teacher should remain on duty.

5.15 Planning Time - Elementary teachers, Kindergarten and above, will be provided not less than 225 minutes of planning time per week in not less than thirty (30) minute blocks of time scheduled during the student day. Every effort will be made to provide secondary teachers with five (5) planning periods per week, provided, however, that such teachers will have not less than two hundred twenty-five (225) minutes of planning time per work week scheduled during the student day.

There shall be no deviations from the established weekly planning time, except in emergencies and where temporary arrangements are made to accommodate testing or irregularly scheduled programs. For purposes of this Section, the "student day" shall be construed as that which is in effect in the regular school. Except in emergencies or except where timely notice is provided, individual teacher planning periods are to be allocated for self-directed instructional planning.

5.16 Workers' Compensation Claims – Any unit member whose Workers' Compensation claim, arising out of their employment with the Board of Education, is "compensable" under the Workers' Compensation Laws of Maryland will be paid full salary for thirty (30) work days, or for the number of days in the unit member's sick leave account, whichever is greater, less the amount of any Workers' Compensation payments, awards or other insurance benefits, provided that the basis for the claim is reported to the Board within seventy-two (72) business hours. At the conclusion of the period described above, the unit member will be paid the amount allowed under the Workers' Compensation Laws of Maryland. The unit member's sick leave account balance will not be affected during such a period.

For claims that are ruled "non-compensable," a unit member may elect to use their accumulated sick leave or may request leave without pay for personal illness. The Board may request periodic physical examinations by a physician to determine a unit member's readiness to perform assigned duties.

5.17 Working Environment - The Board and the Association jointly believe that a safe environment is a prerequisite for teaching and learning. Therefore, the Board agrees to provide and maintain safe working conditions as are in its authority to control. The Association agrees to cooperate with and assist the Board in fulfilling this responsibility.

Written reports of suspected unsafe working conditions shall be made promptly by employees. All such reports shall be investigated immediately by Facilities Management personnel, who will communicate their findings, in writing, directly to the employee(s) filing the report, the school administration, and the Association within five (5) working days after receipt of employee's written report. If Board review of the written findings so indicates, further study of the situation and/or implementation of corrective measures shall be initiated by the Board at the earliest feasible time.

5.18 Personal Property Damage - In the event that a teacher has any clothing or other personal property damaged or destroyed as a result of an assault suffered in the course of employment, or stolen as a result of a violation by an unauthorized person of locked storage or other properly secured storage within the classroom or within the school building, the Board shall reimburse the teacher the cost of repair or the replacement value of such property, less any benefit from Workers' Compensation or insurance. This benefit shall have a three hundred dollar (\$300.00) maximum.

5.19 Personally Owned Equipment - The Board shall reimburse teachers for any damaged or stolen instructional equipment brought to the school to be used as an adjunct to instructional activities if advance permission to bring such equipment is obtained in writing from the principal, at which time a replacement value shall be mutually determined. In the event the replacement cost cannot be agreed upon, a professional appraisal shall be obtained. The Board shall cover the replacement cost not to exceed five hundred dollars (\$500.00). Such coverage shall not apply if the negligence of the teacher contributes to the loss of such items.

5.20 Student Rights and Responsibilities - A teacher charged with a violation or complaint under the Student Rights and Responsibilities policy shall have the right to representation at all hearings pursuant to said policy, provided that any such representation shall be at the teacher's expense.

Examination of teachers charged under the Student Rights and Responsibilities policy shall be by professional employees of the Board or by members of the elected Board.

5.21 Health and Safety - Teachers will not be asked to search for bombs or other explosives. Teachers shall not be asked to conduct searches of students' lockers or persons, except where the principal has determined that there is a clear and present danger to life or property. Whenever temperature extremes occur within the school, the principal or his designee shall contact the Superintendent or his designee and shall report to the faculty representative what corrective action is to be taken.

- 5.22 Emergency Closings** - When the opening of school is delayed due to inclement weather, the teachers' duty day will begin thirty (30) minutes before the students' first scheduled class. When school is dismissed early due to inclement weather, teachers may leave at a reasonable time, although a reasonable number of teachers shall remain until the last bus has gone and the safety of all students has been assured.
- 5.23 Faculty Meetings** - Principals and faculties shall cooperatively plan those professional faculty meetings that extend beyond the regular workday.

ARTICLE 6 GRIEVANCE PROCEDURE

6.1 Settlement of Teacher Grievances - The Association and the Board recognize their responsibility for the prompt and orderly disposition of grievances that arise out of the interpretation, application or alleged breach of any of the provisions of this Agreement. To this end, the parties agree that the provisions of this Article shall provide the means of settlement of all such grievances, provided, however, that nothing herein will be construed as limiting the right of any teacher or group of teachers to have a complaint adjusted without the intervention of the Association so long as the adjustment is not inconsistent with the terms of this Agreement. A teacher or group of teachers may have a representative from the Association Grievance Committee at the informal discussion of the problem area.

- A. If the Association feels there is a violation of the Agreement, it will file a grievance at Step 2.
- B. The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at Steps 1, 2 and 3 and the right of the teacher not to discuss any grievance or problem if the Association's representative is not present to fulfill the role as described in this Article. Provided that the Association and the Superintendent agree, Step 1 and/or Step 2 of the grievance procedure may be bypassed and the grievance brought directly to the next step. (Class grievances involving more than one (1) supervisor and grievances involving an administrator above the building level may be filed by the Association at Step 2.) In any event, a copy of all decisions rendered above the level of immediate supervisor shall be forwarded to the Association. All teachers shall have the right to grieve without fear of reprisal.

6.2 Procedural Steps - Any grievance that a teacher has not been able to adjust informally shall be presented in the following steps:

- A. Step 1 - Between the grievant and the teacher's immediate supervisor and their designated representatives.
- B. Step 2 - Between the grievant(s) with Association representatives and the Director of Human Resources and/or designated representatives.
- C. Step 3 - Between the grievant(s) with Association representatives and the Superintendent and/or designated representatives.

6.3 Grievance Presentation - All grievances shall be presented in writing within twenty-eight (28) calendar days from the date of their occurrence or first

knowledge of the act or condition which is the basis of the grievance. The administrator's answer at each step shall be given in writing within ~~two (2) school~~ five (5) WCPS work days after the step meeting which shall be held within five (5) school days following receipt of the appeal. Unless a grievance is appealed to the next step within five (5) ~~school~~ WCPS work days after the administrator's answer, said answer shall be considered acceptable to the grievant and the Association. If any teacher is scheduled for a hearing as part of the grievance procedure during working hours, no loss of pay shall be suffered.

6.4 Arbitration

- A. Appeal Procedure - Any grievance concerning the interpretation, application or alleged breach of any provision of this Agreement that has been properly processed through the grievance procedure as set forth above and has not been settled may be appealed to arbitration by the Association by serving written notice on the Board within fifteen (15) calendar days after the Superintendent's answer at Step 3 of said grievance procedure. If the Association fails to serve such notice of its intention to arbitrate within this time limitation, it shall be deemed to have waived the arbitration and the grievance shall be considered settled. No individual teacher shall have the right to invoke this arbitration procedure.
- B. Selection of Arbitrator - 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, they shall jointly request the American Arbitration Association to furnish a list of not less than five (5) arbitrators, one (1) of whom may be designated by the parties to act as arbitrator of the grievance. If no agreement can be reached as to the arbitrator within seven (7) calendar days after receipt of said list, the Association and the Board shall jointly petition the American Arbitration Association to furnish a second list of not less than five (5) additional arbitrators, one (1) of whom shall be designated by them within seven (7) calendar days after receipt of said list to act as arbitrator of the grievance. Selection shall be made by the Association and the Board representative alternately striking any name from the list until only one (1) name remains. The final name remaining shall be the arbitrator of the grievance. After an arbitrator is selected through the procedures outlined above--see also Section 13, paragraph 1, Voluntary Labor Rules of the American Arbitration Association--the arbitration shall be administered by the American Arbitration Association pursuant to said rules.
- C. Jurisdiction of Arbitrator - The jurisdiction and authority of the arbitrator of the grievance and the arbitrator's opinion and award 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 add to, alter, amend or modify any provision of this Agreement or to make any

award which will in any way deprive the Board of any of the powers delegated to it by law. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Board and the Association. The award in writing of the arbitrator within the jurisdiction and authority as specified in this Agreement shall be final and binding on the aggrieved teacher or teachers, the Association and the Board.

- D. Arbitration Expenses - 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.

***ARTICLE 7
TEACHER ASSIGNMENT**

- 7.1 Tentative Assignments** - No later than May 15, teachers holding at least a standard professional certificate will be given written notice by the principal as to tentative grade, subject, and school assignments for the forthcoming year unless a transfer has been requested by the teacher.
- 7.2 Changes in Assignment** - In the event that changes in grade or subject assignments within the school are effected after June 1, the teacher affected will be notified promptly. Upon the request of the teacher, changes will be promptly reviewed by the principal. If the teacher desires, the changes will be reviewed with the Superintendent or a designee.
- 7.3 Final Assignments** - Final subject matter and/or grade assignments shall be given to teachers (including tentative assignments for traveling teachers) thirty (30) calendar days before the school year begins except when prevented by unforeseen, unexpected circumstances or unapproved budgets.
- 7.4 Certification and Assignment** - Except in cases of emergency, teachers shall be given teaching assignments for which they are certificated. ~~or for which they have certificate endorsements or major/minor fields of study.~~
- 7.5 Inter-school Travel** - In arranging schedules for teachers who are assigned to more than one (1) school, an effort will be made to limit the amount of inter-school travel. Mileage shall be paid to a teacher who is assigned to more than one (1) school only in situations where the teacher is required to move from one school to another during the school day. Mileage will be paid at the current IRS rate, adjusted quarterly, per mile for distance traveled between schools and not from residence to school or school to residence.
- 7.6 Reassignment by Vacated Position** - With the exception of individuals on a recognized Family Medical Leave, if a teacher is absent from a position and using approved leave for more than forty-five (45) consecutive workdays or sixty (60) intermittent absences within a ninety (90) workday period, the position may be declared vacant by the Superintendent. The affected teacher will continue to receive leave benefits, rights and salary as provided by the Negotiated Agreement. At such time as the teacher is approved to return to work, the teacher will be assigned to a vacant position for which he/she is certified and qualified. Should no vacant position be available, the teacher will be given an available temporary assignment until such time as an appropriate position becomes available. The intent of this Article should not be construed to imply continued employment of a non-tenured teacher whose contract is not renewed.

**ARTICLE 8
TEACHER EMPLOYMENT**

8.1 Teacher Certification Status - The actual or anticipated certification status of all applicants for teacher positions in the Washington County School System shall be set forth in a written document before prospective employment. A copy of said document shall be given to the teacher prior to the execution of an employment contract. If a salary is affirmed for a school year on the basis of an anticipated certification status, said salary shall not be diminished during that school year regardless of actual certification status achieved.

8.2 Certification Update

- A. All teachers shall be informed in writing of their current certification status upon receipt of such information by the Board from the State Department of Education. In addition, the Board shall notify all teachers in writing as soon as possible of changes in State and/or local certification policies.
- B. Teachers with 25 years or more of documented teaching experience are exempt from MSDE required reading credits.

8.3 Military Service Credit - For teachers not employed by the Washington County School System prior to their military service, the following policy for determining credit for military service will apply:

- A. No credit will be given for up to twelve (12) months of military service.
- B. One (1) year's credit will be given for twelve (12) months and one (1) day to eighteen (18) months of military service.
- C. Two (2) years' credit will be given for eighteen (18) months and one (1) day and over of military service. The military records of those who have had interrupted or non-continuous military service will be evaluated in order to render judgment relative to determining military service credit on the salary schedule.

***ARTICLE 9
TEACHER EVALUATION**

- 9.1 Philosophy** - Evaluation is a collegial process whereby professional assessments of the instructional process are shared and competent personnel are developed and/or encouraged. Evaluation should improve instruction through a constructive, positive, humanistic approach.
- 9.2 Open Evaluations** - All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher by certificated administrative and/or supervisory personnel. Unit members will not be evaluated or formally observed immediately before or after a school holiday, immediately following a unit member's return from an extended sick leave or during an official school parental visitation day. The Board and the Association also agree that mentors/peer coaches are prohibited from any involvement in the teacher evaluation process.
- 9.3 Observations** - The teacher and the observer shall confer within a reasonable time, preferably not later than the next day, after a classroom observation. A duplicate copy of all written comments, if any, as a result of the observation will be given to the teacher at the conference, after which the teacher will have up to five (5) days to respond before the draft document is signed. Any recorded "no notice" or "short notice" observations which will be utilized for evaluation purposes will also follow the above process.
- 9.4 Complaints** - Any written complaints regarding a teacher made to or by any member of the administration by a parent, student, or other person shall be brought to the attention of the teacher promptly (preferably within the same day), except where precluded or prohibited by law or statute. Before any complaint is used in any manner as a basis for evaluating the teacher or for otherwise affecting the status of the teacher, the complaint will be investigated and a written report, with factual detail, will be provided to the teacher. However, the substance of observation and evaluation reports shall not be subject to Article 6. The teacher shall be provided an opportunity to reply in writing and, in addition to the requirements of Article 4.7 (Personnel File), no adverse material of the kind covered by Article 9.4 will be placed in a teacher's file unless accompanied by the written report noted above.
- 9.5 Excluded Criteria** - Participation or non-participation in extra-curricular activities shall not constitute a basis for teacher evaluation.

9.6

The current evaluation instrument shall not be altered or otherwise changed without prior notice and consultation with teachers. (Beginning in July 2002, the Board and the Association will form a joint committee to review the current evaluation process. The committee will make recommendations to the Board and the Association which could result in retaining, revising or replacing the current evaluation instrument and/or process.)

***ARTICLE 10
TRANSFERS**

10.1 Voluntary Transfers

- A. Procedures - Voluntary transfers may begin February 1 and continue through June 15 for assignments for the following school year. Identified vacancies will be advertised for at least eight (8) calendar days. Positions will be posted and a current list available to interested persons by contacting the Human Resources Office.
- B. Application - Active teachers and teachers on a leave of absence interested in being considered for an advertised position shall contact the Human Resources Office in writing or by phone by the posted deadline.
- C. Selection Criteria - In the determination of voluntary reassignments and/or transfers, the wishes of the individual teacher will be honored to the extent that they do not conflict with the responsibility of the Superintendent as spelled out by law and the instructional requirements and best interests of the school system.
- D. Notification - Upon acceptance of the requested tentative (*i.e.*, awaiting Board action) transfer, successful applicants waive all rights to their current positions for the next school year. However, they continue to be eligible to apply for positions which become available through June 15. A teacher interviewed as a result of his/her application and not assigned to the position requested shall receive notice of the name of the successful applicant for that position.
- E. Reason for Denial - If a request for a voluntary transfer is not granted, the teacher shall have the prerogative of discussing the request with a Supervisor of Human Resources. The teacher may also request a written explanation.
- F. Extension - A teacher desiring to be guaranteed consideration for a transfer after June 15 and through July 31 must notify the Human Resources Office in writing by June 15. The teacher may identify as many as two (2) positions. The three most senior qualified applicants who have indicated the specific vacancy as their first choice will be interviewed if available and considered on an equal basis with all other applicants. Teachers currently assigned to part-time or itinerant positions may apply for any vacancy through June 30. It is the teacher's responsibility to monitor the hotline for vacancy announcements.

10.2

Involuntary Transfers

- A. Time of Notice - Except in emergencies, notice of involuntary transfers and/or reassignments will be given to affected teachers not later than May 15.
- B. Procedures - An involuntary transfer and/or reassignment will be made after a meeting between the teacher involved and a Supervisor of Human Resources and the appropriate administrator(s) at which time the reason(s) for the transfer will be discussed. In the event that a teacher objects to the transfer and/or reassignment after this meeting, the teacher shall have, upon request, a meeting with the Superintendent. If the teacher desires, he may bring a fellow teacher and/or an Association representative with him to any of these meetings.
- C. Transfer Opportunities - A list of positions or openings available to teachers so affected will be provided so a preference may be indicated.
- D. Certification - If an involuntary transfer of a teacher is brought about by the reduction of enrollment, closing of a school, redistricting, or opening of a new school, and the teacher loses his certification status, the Board will not reduce his pay for a period of five (5) years to allow him to regain his original status. If an involuntary transfer results from any other circumstances which cause loss in certification status, there will be no reduction in pay for a period of three (3) years. These provisions are contingent upon his submitting to the Board a minimum of six (6) credits (or fewer if needed to complete certification) toward his certification each succeeding calendar year until certification is regained.

***ARTICLE 11**
ADMINISTRATIVE AND SUPERVISORY VACANCIES

- 11.1** **Posting** - Notices of unassigned administrative and supervisory positions below the level of Superintendent shall be posted in each school and the Board of Education offices. A copy shall be sent to the Association. In the posting of positions, qualifications for the position, duties and rate of compensation will be stated. Any subsequent changes in qualifications, duties, and/or rate of compensation shall require a new posting. The posting of these positions will be done at least ten (10) workdays prior to the selection of the successful candidate. The interviewing process may begin any time after the first applications are received.
- 11.2** **Application** - Teachers who wish to apply for posted positions must do so in writing. The Board will acknowledge receipt of such applications. Teachers interested in applying for administrative and supervisory vacancies which occur during the summer shall so indicate in a letter to the Human Resources Office before the end of the school year. Said applicants will be contacted during the summer if a position in which they have expressed an interest becomes vacant.

ARTICLE 12 SICK LEAVE

12.1 Annual Allowance - At the beginning of each school year, each teacher shall be credited with a ten (10) day sick leave allowance to be used for absences caused by illness or physical disability of the teacher. The unused portion of such allowance shall accumulate from year to year without limitation.

If a teacher resigns before the end of the school year under circumstances which the Board determines not to be an emergency, sick leave days which have been used in excess of one day per month of employment and which are not covered by accumulated sick leave shall be regarded as lost time with an appropriate deduction made from the final salary check.

12.2 Procedure - Whenever possible, teachers shall give reasonable notification of their intention to be absent to the principal or the principal's designee, provided however, that a teacher taking sick leave will not be required to arrange for a substitute. The parties encourage such notice, particularly when teachers have knowledge of a future absence, *e.g.*, surgery, pregnancy, etc.

12.3 Sick Leave Bank - All teachers on active duty shall be eligible to contribute to a sick leave bank. Eligible employees who are not members of the WCTA and who wish to be enrolled in the sick leave bank will be charged \$10.00 annually to defray the costs of administration. Members of the sick leave bank who are not WCTA members will be charged an additional \$40.00 per request for a sick leave bank grant to defray administrative costs. Contributors shall be permitted to use the bank for payment for incapacitating personal illness of the teacher during the regularly scheduled duty days. Annual maximum rates of contribution shall be determined by the Association and certified to the Superintendent prior to July 1 of each year. Sick leave properly authorized to the bank for contribution will not be returned if the member effects cancellation. Cancellation, on the proper form, may be elected at any time and the member shall not be eligible to use the bank as of the cancellation date.

Contributions shall be made between July 1 and October 1, except for members returning from extended leave who will be permitted to contribute to the bank within thirty (30) days of returning to work, and, for new teachers who will be permitted to contribute to the bank within thirty (30) days of initial employment.

The bank can be used on the first scheduled duty day for the member who contributed. The maximum number of sick days that can be granted in any one (1) fiscal year will be the remaining number of duty days a member is scheduled to work. In no case will the granting of leave from the bank cause a member to receive more than his annual salary.

Members must use all accumulated sick leave before using leave from the bank. Application for use of the bank shall be made on the required form and submitted to the approval committee.

A five (5) member approval committee with three (3) members appointed by the President of the Association and two (2) members appointed by the Board shall have the responsibility of receiving requests, verifying the validity of requests, and communicating its decision to the member and the Human Resources Office. The committee shall develop its rules of procedure and shall give wide distribution to said rules upon approval of the Board of Directors of the Association.

Bank grants which have been processed in accordance with the Sick Leave Bank Guidelines shall be approved by the Human Resources Office for payment to the member and forwarded to the Payroll Office.

Bank grants will not automatically be carried over from one fiscal year to another. All bank grants will end as of the last duty day of the school year and must be renewed through the approval committee each school year.

If a member does not use all of the days granted from the bank, the unused sick leave bank days will be returned to the bank.

12.4 **Pregnancy** - All or any portion of a leave taken by a teacher because of a temporary medical disability connected with or resulting from her pregnancy may, at the teacher's option, be treated as sick leave. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her professional duties.

12.5 **Annual Notification** - No later than October 31 of each school year, teachers shall be notified as to their number of accumulated sick leave days.

ARTICLE 13 FAMILY CRISIS LEAVE EXCHANGE

The purpose of the Family Crisis Leave Exchange (FCLE) is to provide sick leave to unit members after their accumulated sick leave, personal 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 an employee to be temporarily absent from his assignment. This leave is not available for an employee's personal illness or injury. The exchange will be funded by voluntary contributions of leave from certificated employees in the bargaining unit. The exchange shall be in effect as of July 1, 2002.

Rules:

1. A request for leave may be made 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, or parent.
2. The applicant shall not be gainfully employed in any other capacity during the covered period.
3. Maximum grant shall be thirty (30) workdays.
4. A family may receive a maximum grant only once in any three (3) year period.
5. Contributors are limited to a maximum contribution of one (1) earned day in any individual case.

Procedures:

1. Application must be made in writing to the FCLE in care of the WCTA office, stating the details of the circumstances and the likely duration.
2. The Department of Budget and Finance shall verify the employee's leave status to the committee.
3. A written statement detailing the condition, treatment plan, and diagnosis must be submitted by the attending physician(s) before any FCLE can be granted.
4. The committee shall notify the superintendent or his/her designee, the building principal, the Department of Human Resources and the appropriate central office supervisor of the applicant and seek any input that they may have concerning the request.

5. The committee shall approve or deny the request by a majority vote of the committee. The committee's decision may be appealed to the WCTA Board of Directors within ten (10) workdays. The WCTA Board of Directors' decision shall be final and binding upon all parties at interest.
6. The committee shall notify the applicant of its decision, in writing, within ten (10) workdays.
7. Upon approval, the committee will first notify the staff at the applicant's work site of the request for voluntary leave donations, then all other sites.
8. Volunteers who wish to donate any of their earned sick leave must complete and sign the Family Crisis Leave Donation Form and return the form to the WCTA office.
9. WCTA shall establish a database system to track the donations with their utilization.
10. WCTA shall provide the Department of Human Resources written notice of names of contributors, number of days donated, and names of recipients.
11. Donated days will be granted in the order they were received.
12. Should a successful applicant exhaust his/her grant or return to work, or should he/she qualify for any other leave, any remaining contributions shall be returned to those who contributed them in the reverse order they were received. The exchange balance shall remain at zero (0) until the next request.
13. The Family Crisis Leave Exchange will function on an as needed basis.
14. The committee will consist of at least three (3) unit members selected by the WCTA president and approved by the WCTA Board of Directors and two (2) WCPS employees selected by the Superintendent or his/her designee.

ARTICLE 14
TEMPORARY LEAVES OF ABSENCE

- 14.1 Bereavement** - Teachers shall be entitled to bereavement leave as follows:
- A. Five (5) school days shall be allowed for the death of a child, parent, brother, sister, spouse, or any person who lived regularly in the household of the teacher.
 - B. Three (3) school days shall be allowed for the death of an in-law (mother, father, sister, brother, daughter, son), grandparent or grandchild.
 - C. One (1) school day shall be allowed for the death of a teacher's or spouse's aunt, uncle, niece, or nephew.
 - D. One (1) school day shall be allowed to attend the funeral of a fellow teacher or a close friend.
- 14.2 Illness in Family** - Up to ten (10) school days, charged against sick leave, shall be permitted for illness in the immediate family, including spouse, child, parent, or anyone who lives regularly in the household of the teacher.
- 14.3 Summons** - Leave with pay shall be granted to satisfy the requirements of a legal summons. The teacher shall notify the principal in advance of such absence. Full pay shall be allowed except where the teacher is found guilty of a criminal offense.
- 14.4 Jury Duty** - Teachers will be released for jury duty without loss of pay.
- 14.5 Personal Leave** - Three (3) personal leave days will be provided each year to each employee to be used at his/her discretion. Unused days will be accumulated as sick leave.
- Personal leave may not be taken on an inservice day, immediately preceding or following a school holiday, nor during mandated student assessment days unless factors beyond the employee's usual control require that the employee use personal leave on such a day. The principal may require a reason be given before approving personal leave on such a day.
- 14.6 Temporary Military Service** - All employees who are members of the military or naval establishments of the United States or of the State of Maryland shall be granted leave on those days during which they shall be engaged in any military or naval duty to which they shall be ordered by proper authority, not to exceed fifteen

(15) calendar days in any year without loss of pay for the working days included in such leave.

14.7 **Other Temporary Leaves** - Other temporary leaves of absence or extensions may be granted for good reason by the Superintendent.

ARTICLE 15
EXTENDED LEAVES OF ABSENCE

- 15.1 Association Leave** - Up to two (2) teachers designated by the Association shall, upon request, be granted a leave of absence for up to two (2) school years, without pay, for the purpose of engaging in an executive or advisory capacity of a professional association (local, state, or national).
- 15.2 Alternative Service** - A leave of absence without pay for up to two (2) school years shall be granted to any tenured teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in any such program.
- 15.3 Study** - A tenured teacher shall be granted a leave of absence without pay for up to one (1) year of legitimate study or up to two (2) years to teach in an accredited college or university. Additional leave may be granted at the discretion of the Superintendent with approval by the Board.
- 15.4 Military Leave** - Military leave without pay shall be granted to any teacher who is drafted or enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment.
- 15.5 Political Leave** - The Board shall grant a leave of absence without pay to teachers who wish to campaign for or to serve in a public office, or to campaign for a candidate for public office other than himself or herself. Such leave shall not exceed the length of the applicable term of office.
- 15.6 Sabbatical** - After five (5) years of successful teaching experience in Washington County, a teacher may apply for leave for the purpose of advanced study at an approved college or university for up to one (1) year with one-half (1/2) pay contributed by the County.

Applications must be submitted to the Supervisor of Human Resources by February 1. Leave is subject to the following conditions:

- A. Leave will be in effect only as long as the recipient is enrolled in an institution of higher learning.
- B. Leave shall not deprive the recipient of the normal salary increase on the current salary schedule or current insurance benefits.
- C. A ratio of one (1) applicant from the group comprised of administrative staff and principals for every eight (8) teacher applicants will be permitted sabbatical leave at one (1) time, provided, however, that this section shall

not be applicable where an administrator on sabbatical leave is not replaced during the time of such leave.

- D. Teachers with the longest tenure will have preference, applicants who are not accepted shall be placed in priority position on the list in succeeding years.
- E. Teachers who are granted leave shall be required to return to Washington County for at least two (2) years of service if returned to the same position or substantially equivalent position of service.
- F. Any teacher incapacitated while on leave and unable to return to his position shall not suffer any penalty for such condition.

15.7 Parental Leave

- A. Leave Request - Tenured teachers shall, at their request, be granted a leave of absence without pay for child bearing and/or child rearing for such period of time as they specify, but not to exceed three (3) years. This provision shall not preclude the possibility of said leave being extended to non-tenured teachers, provided, however, that said leave does not extend beyond the limits of the teachers' individual contracts.
- B. Substitute Teaching - No teacher on said leave shall, on the basis of said leave, be denied the opportunity to substitute in the Washington County School System upon presentation of medical testimony that the teacher is able to do so.
- C. Adoption - Tenured teachers adopting an infant child shall, at their request, receive similar leave which shall commence upon the teacher receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements of adoption.

15.8 Other Extended Leaves - Absence without pay may be granted for good reason by the Superintendent.

15.9 Reinstatement - Teachers returning from leaves granted pursuant to this Article shall be assigned to their former positions or their equivalents and shall have assignment preference over new incoming teachers, provided, however, that a teacher returning at a time other than at the beginning of the school year shall be assigned the first available position for which the teacher is qualified. However, the intent of this Article should not be construed to imply continued employment of a non-tenured teacher whose contract was not renewed. Upon return from leave granted pursuant to sections 15.1, 15.2, 15.3, 15.4, or 15.6 of this Article, a teacher will be considered as if he had been actively employed by the Board

during the leave in that he will be placed on the salary schedule at the level he would have achieved had he not been absent. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave, but not including credit toward sabbatical eligibility, will be restored to him upon his return.

Teachers on a leave of absence who will be available to return to a position in the following year may participate in the voluntary transfer process as described in Article 10.1.

Teachers who have notified the Human Resources Office of a desire to return from leave are considered for placement on the same basis as teachers who are on recall.

15.10 Benefit Continuation - While on extended leave of absence, insurance coverages may be maintained for a period not to exceed twenty-four (24) months through payment of the premium by the teacher. The teacher shall assume all responsibility for paying premiums. If payment is not made within the time specified, coverage will be terminated. While on extended leave, a teacher shall have the option to remain an active participant in the State Teachers' Retirement System to the extent permitted by law.

15.11 Application - All requests for extended leaves of absence, extensions, or renewals of such leaves will be made in writing to the Superintendent, and the Board will make a written response to all such requests.

15.12 Notice of Intent to Return - The teacher must give notice of a decision to return from leave or to resign by June 15 prior to the opening of school. Failure to give such notice shall result in the teacher waiving rights as expressed in this Article.

ARTICLE 16
TEMPORARY SUMMER EMPLOYMENT

16.1 Summer Employment - Announcement of tentative temporary summer employment opportunities over which the Board has jurisdiction and budgeting authority (excluding summer school teaching positions) will be made by April 15 each year. Unit members may apply between April 15 and April 30. Announcements of selection of participants will be made by May 15 contingent upon budget approval by fiscal authorities.

- A. Unit members will be notified of their participation in a temporary summer assignment as soon as possible after the budget is approved by fiscal authorities.
- B. Pay for temporary summer assignments of a professional nature shall be at ~~fifteen dollars (\$15.00) per hour. Effective July 1, 2001, pay for temporary summer assignments of a professional nature shall be at~~ twenty dollars (\$20.00) per hour.
- C. Regular daily rates will be paid for assignments which involve the same activities as those assigned during the regular year.

16.2 Summer School - Notices for summer school teaching positions shall be advertised for at least ten (10) calendar days. Notices will be sent to each school and the Association office, and shall be posted at the Board of Education offices. The postings will state positions available, qualification requirements and application deadlines. Per diem/hourly salary rates shall be paid in these assignments. Positions which become open after the last teacher day of the regular school year shall be announced on the teacher employment hotline when time permits. Persons not assigned from the original applicant pool will be considered for the additional open positions.

ARTICLE 17
TEACHER FACILITIES

In the design of all new school facilities, in the renovation of existing buildings, and where possible in existing buildings, the Board shall provide the following:

- A. a storage cabinet, a file cabinet, and a bookcase in which the teacher may safely store instructional materials and supplies, and storage facilities for traveling teachers;
- B. a serviceable desk and chair for the teacher in each classroom;
- C. a teacher work area containing adequate equipment; and
- D. an appropriately furnished room to be reserved for the exclusive use of all teachers as a faculty lounge.

ARTICLE 18
STUDENT DISCIPLINE

- 18.1** **Misbehavior** - When a student's behavior seriously disrupts the instructional program to the detriment of other students, the classroom teacher may remove the student from class and refer him to the principal or a designee. The principal will determine when the student will return to class, but such determination shall be made after consultation with the teacher. The teacher is responsible for consulting with the principal or designee at the first opportunity during which the teacher is not scheduled for the supervision or instruction of students. When the teacher submits a written report on such behavior, the principal or designee shall respond in writing after the consultation.
- 18.2** **Serious Incidents** - If a teacher is subject to serious verbal abuse, profanity, or outright disrespect by a student, a written statement of the corrective action taken or to be taken by the principal shall be prepared and available in the principal's office prior to the student's readmission to class.
- 18.3** **In-school Procedure** - An appropriate disciplinary procedure including an in-school suspension plan, which is a part of the regular schedule whenever possible and wherever feasible, shall be maintained in each school with the involvement of representatives of the faculty, nominated and elected by the faculty, and representatives of the school administration, provided such procedure shall not conflict with other provisions of this Article. The school administration shall submit said procedures annually to the Superintendent or a designee not later than the first student day.

**ARTICLE 19
SALARIES**

19.1 **Master's and APC +60 Hours** - For Master's degree and APC and 60 semester hours add \$369.00 above Scale 07. For earned doctor's degree and APC add \$614.00 above Scale 07.

19.2 A teacher may not move more than two consecutive steps upon entering Scale 02 before earning enough credits to be placed on a higher scale. After intervening experience on a scale above 02 a teacher may move two additional consecutive steps upon re-entering Scale 02. Salary step credit is transferable on Scale 02 and above.

Multiple years at one salary step count only as one year for salary credit. The teacher should consult with the Human Resources Office about credit requirements to remove provisional certification.

19.3 National Certification – Any teacher who has obtained National Board Professional Teaching Standards (NBPTS) certification will receive \$2,000 per each year the NBPTS certificate remains in good standing.

19.4 **Compensation - Leadership Responsibilities**

A. Instructional Leaders

Each school will be allocated teacher level instructional leader positions based on the number of teaching staff at the school and whether or not the school is organized into primary or intermediate teams, grade level teams (including ITO formats), or content departments. With the exception noted below, no school will receive fewer than 4 instructional leader positions.

Compensation for instructional leaders will be based on the number of teachers for whom they have responsibility. Combinations of instructional leadership positions will be at the discretion of the principal, but compensation will be determined by the combined total numbers of teachers under the direction of the instructional leader.

<i>Instructional Leader</i>	<i>Stipend</i>
3-4 Teachers	\$450.00
5-9 Teachers	\$600.00
10+ Teachers	\$750.00

By July 15th of each school year, or as soon as available thereafter, the Board will provide a report to the Association listing the names of those

unit members who are to receive compensation under this provision and the amount each is to receive.

NOTE: Schools with small enrollment (less than 200 students, for example), will receive 2 instructional leader positions. Other variations in instructional leadership compensation could be due to split grades, enrollment bubbles, etc.

- B. Head Teachers-Elementary Schools - Teachers designated by the Board as head teachers in elementary schools in which an administrator is not ordinarily assigned may receive up to \$750.00, depending upon the size of the school and the responsibilities attendant to the assignment. It is expressly understood that this position will carry no responsibility for evaluation or supervision of bargaining unit members.
- C. Unit members assigned as test coordinators will be relieved of all non-compensated duties.

19.5 The Board and the Association agree to participate in a joint committee to be established on July 1, 2002, to study, design and, if appropriate, implement a “teacher career ladder” and a “differentiated pay scale.” It is understood that implementation will come only after mutual agreement in formal bargaining, ratification by the WCTA membership and formal approval of the Board.

19.6 **Deductions** - Deductions from salary for absences in excess of any leave with pay allowed in this Agreement shall be at 1/260th of the annualized salary for a period not to exceed ninety (90) calendar days or less if LTD coverages become effective before ninety (90) calendar days have passed.

19.7 **Wage Compression** - During the course of this Agreement WCTA and the Board agree to continue discussions towards seeking a mutually acceptable wage compression package. Should such a package be mutually approved, it will be implemented in place of the straight percentage increase(s) which would otherwise have been effected.

19.8 **Early Retirement Notice** - Unit members who inform the Board of their June 30 retirement by January 15 of that year will have an additional \$850.00 in salary.

**ARTICLE 20
FRINGE BENEFITS**

20.1 Life Insurance - The Board shall pay one hundred percent (100%) of the premium costs for a substantially equivalent policy to that previously existing Group Term Life Insurance Program. The amount of life insurance per teacher shall be one times the annual contracted salary, with double indemnity for accidental death.

20.2 Health Insurance - The Board shall pay the following percentages of the individual and dependent premium costs for the existing health and dental insurance plan recommended by the joint Health Care Cost Containment Committee and agreed to by the Board and the Association for those unit members who work a minimum of thirty (30) hours per week:

- 85% of the individual and dependent premium cost for a point-of-service (POS) health and dental insurance plan;
- 81.3% of the individual and dependent premium cost for a preferred provider organization (PPO) health and dental insurance plan;
- 86.3% for an exclusive provider organization (EPO) health and dental insurance plan.

Note: The joint Healthcare Cost Containment Committee is an advisory group to both the Board and the Association and is not a forum for contractual negotiations.

20.3 Long Term Disability - All eligible employees (those who work a minimum of thirty (30) hours per week) who elect Long-Term Disability insurance for teachers will have their pay increased by seventy-five percent (75%) of the premium cost for Long-Term Disability insurance and that same amount will be deducted from their pay. - LTD insurance will be calculated and prorated at the teacher's annual contracted salary.

20.4 Severance Pay - Upon retirement a teacher will receive twenty-five dollars (\$25.00) for each unused sick leave day accumulated in Washington County up to a total of 200 days. Additional accumulated sick leave beyond the 200 days will be compensated at the rate of thirty-five dollars (\$35.00) per day. Payment will be made during the current calendar year, or upon request, during the following January. In case of death, payment will be made to the teacher's estate.

20.5 Tuition Reimbursement

PAYMENT - Reimbursement up to actual cost.

The Board will reimburse up to \$198.00 per credit hour of approved study successfully completed after July 1, 1999.

Effective July 1, 1998, up to twelve (12) credits will be reimbursed per school year - July 1-June 30.

Any financial assistance or allowances received for tuition from other sources will be deducted from the amount which the teacher would be reimbursed under the formula stated above.

The Board shall each year budget no less than \$250,000 for reimbursement pursuant to provisions 20.5 B, C, D and F.

Teachers shall be reimbursed on a first-come basis until the amount budgeted has been exhausted. Teachers not receiving reimbursement in a fiscal year because of depletion of the amount budgeted shall be eligible the following fiscal year.

Employees earning credits during the Spring or Summer sessions must return to a position with the Board the following school year in order to be reimbursed. Employees earning credits while on an approved leave of absence must return to a position with the Board at the conclusion of said leave in order to be reimbursed. In the event that the employee receives reimbursement and is unable to be employed in the county the following school year, he/she obligates self to return the money to the Board. Otherwise, the equivalent amount will be deducted from his/her final paycheck.

- A. The Board shall reimburse the full cost of tuition and textbooks incurred in connection with any courses, workshops, seminars, conferences, inservice training sessions or other such sessions which a teacher is required and/or requested to attend by the Board. Such requests must be in writing. The above does not include workshops, college courses or other training sessions for which credit is received.
- B. Upon request the Board shall reimburse to each teacher who holds a Standard Professional Certificate and does not qualify for an Advanced Professional Certificate up to \$198.00 in 1999-2000 and thereafter per credit hour for courses meeting requirements toward earning a master's degree-equivalency or additional new requirements enacted by the Maryland State Board of Education to renew a certificate, for up to twelve (12) credits per school year.
- C. Upon request the Board shall reimburse to a teacher with a Master's degree who holds a Standard Professional Certificate and does not qualify for an Advanced Professional Certificate up to \$198.00 in 1999-2000 and thereafter, per credit hour for courses approved for an identified

educational program or new requirements enacted by the Maryland State Board of Education to renew a certificate for up to twelve (12) credits per school year.

- D. Upon request the Board shall reimburse to each teacher who holds an Advanced Professional Certificate up to \$198.00 in 1999-2000 and thereafter, per credit hour for courses or additional new requirements enacted by the Maryland State Board of Education to renew a certificate, for up to twelve (12) credits per school year.
- E. Tuition Reimbursement Beyond the APC (effective July 1, 1997). Tuition reimbursement beyond the APC shall be a planned program of relevant graduate courses and/or workshops and shall be approved by a Supervisor of Human Resources prior to the enrollment in courses. Modifications of the program shall be possible with approval.

Workshop credits up to a total of nine (9) semester hours on the graduate level and approved by the Board and Maryland State Department of Education may be included in the program.

- F. Teachers with a provisional certificate working toward a Regular Maryland Certificate are eligible for tuition reimbursement effective July 1, 1998.

Teachers who are provisionally certificated because of a lapsed certificate are not eligible for reimbursement under this provision.

PROCEDURES

A teacher who wishes to earn credits beyond the APC must:

- A. Be a regularly certified teacher.
- B. Possess an Advanced Professional Certificate. Credits earned before the APC was awarded shall not be considered.
- C. Complete and submit the approved form to the Human Resources Office outlining educational goals and/or stating recertification requirements.
- D. Develop a program which is relevant to the individual's and county's needs and goals.
- E. Earn at least a grade of "B" or higher for each credit applied toward the incentive salary scale. (Scales 07, 09, and 11)

- F. Present credits by means of an official graduate transcript or an official grade report from the graduate school or an official grade report from workshop sponsors to the Human Resources Office.

The program of study must give titles and numbers of courses, semester hours credit, and institutions at which courses are to be taken. The candidate will review his/her program periodically in order to make necessary adjustments.

20.6 Professional Meetings - A reasonable portion (50% to 70%) of all funds spent to attend professional meetings shall be allocated to paying the expenses of classroom teachers at said meetings.

20.7 Payroll Deductions

- A. Credit Union - Deductions from salary shall be made for the Washington County Federal Teachers Credit Union, provided that any teacher desiring such a deduction shall submit a signed authorization form (provided by the Credit Union) to the Board at least eight (8) working days prior to the pay date on which the deduction is to commence. Deductions will be made semi-monthly until terminated or changed by the teacher in writing, provided that the teacher will notify the Board as to any change in the amount deducted at least eight (8) working days prior to the pay date on which the change is to be effective. The Board will transmit money deducted to the Credit Union within eight (8) working days after the last pay date of each month.
- B. Tax-sheltered Annuities - A teacher may elect to have a specific salary reduction, within the legal limits, deducted semi-monthly, from pay checks to participate in a tax-sheltered annuity program.
- C. U.S. Savings Bonds - Twice a year, in September and February, all teachers will be given the opportunity to enroll in or change participation in the U.S. Savings Bond Payroll Deduction Plan. Authorization forms describing plans available will be supplied by the Board. Deductions for U.S. Savings Bonds will be made from each pay.
- D. Political Action Contributions (PAC) - Deductions from salary shall be made for the Fund for Children and Public Education. To effect such a deduction, a teacher shall submit a signed authorization form (provided by WCTA) to the Association. WCTA will provide the original of the completed authorization form to the Board of Education Payroll Department. There will normally be a one pay period lag between the time the completed form is received in the Payroll Office and the first payroll deduction. Deductions will be made from each pay through June 15th

(inclusive) unless terminated or changed by the teacher in writing. To make such a termination or change, the teacher shall send written notification which specifies the dollar amount and effective date of the change to the Board Payroll Department. Such notification must be received in Payroll at least eight (8) working days prior to the pay date on which the change is to be effective. The Board of Education will send all PAC deductions to the Association within eight (8) working days after the last pay date of each month in which monies are deducted.

**ARTICLE 21
EXTRA-CURRICULAR ACTIVITIES**

21.1 **Extra Rate of Pay** - The Board will grant extra pay to those employees who are selected each year by the principal and who agree to perform the following extra-curricular assignments beyond the regular workday. Compensatory time will not be granted in lieu of payment for the following established extra-curricular assignments.

21.2 The Board will grant extra pay to those employees who are selected each year by the principal and who agree to perform athletic director and coaching assignments beyond the regular work day as shown on page ____. Compensatory time will not be granted in lieu of payment for these assignments. Coaches' pay will increase by 10% for those who have coached in the Washington County School System for ten or more years.

21.3 Compensation will be granted only if the Board determines that the major portion of the extra-curricular activity occurs outside the workday.

21.4 In each school, compensation will be given for no more than two (2) plays per year.

21.5 **Outdoor School** - In those weeks when the Outdoor School session operates less than a normal five (5) day week, compensation will be granted at the rate of \$90.00 per day for those days the school was in operation for that week.

On those days when the Outdoor School operates but other teachers are not working, compensation will be equal to the teacher's daily rate plus \$90.00.

21.6 **Equitable Duties** - Teachers receiving extra-curricular compensation shall assume teaching assignments and other non-compensated duties on an equitable basis with all other teachers on the faculty.

21.7 **Posting of Vacancies** - Vacancies in assignments for compensated extra-curricular activities or in new assignments for compensated extra-curricular activities shall be posted in the school in which the vacancy or the new position occurs for a period of five (5) school days before the position is filled.

Coaching vacancies occur only when one of the following three conditions exists:

- a new position is created;
- a coach resigns by his or her own volition;
- a coach is terminated.

All such coaching vacancies shall be filled by bargaining unit members except where there are no acceptable and qualified applicants.

21.8

New Activities - Extra-curricular activities may be added at the discretion of the Board. Teachers in such new activities shall be paid approximately commensurate to those paid for coaching/advising in similar activities but in no case shall pay be less than the lowest amount paid in the category of activities to which the new assignment is added.

***ARTICLE 22**
INSTRUCTIONAL MATERIALS

- 22.1** **Availability** - Textbooks and other materials of instruction are to be received in the schools prior to the opening of schools in September with the understanding that the Board cannot be responsible for delays or appropriation limitations over which it has no control.
- 22.2** **Per Student Allotments** - Each school shall be allotted a basic amount per student for academic and special area classes.
- 22.3** **Accounting** - Each year the Board shall provide the Association by department and special area (grade levels and/or subject area) the accounting of all funds budgeted and expended for instructional supplies.
- 22.4** **Special Expenditures** - The Board and the Association recognize that needs for specialized instructional materials arise in the classroom during the school year. In addition to those materials requested on the annual requisition, a teacher may submit a request through his/her principal for special materials of instruction.
- 22.5** **Textbook Selection** - As new textbooks are considered for purchase, committees which include teachers, administrators and supervisors shall be formed to study the available materials and make recommendations. Such recommendations shall be considered in view of the county-wide program and existing courses of study. Teachers serving on such committees shall be selected from the grades or subject areas of schools where said textbooks shall be used. If a committee cannot reach a consensus in order to make a recommendation to the Superintendent of Schools or his designee, the dissenting member of the committee may also submit a recommendation to the Superintendent or his designee. The Board of Education retains its legal responsibility for final decision.

**ARTICLE 23
GENERAL PROVISIONS**

23.1 Non-discrimination - The Board of Education is an equal opportunity employer and does not discriminate in matters affecting employment or in the providing of services, programs or activities in compliance with all federal and state anti-discrimination laws. In addition, the Board does not discriminate on the basis of size.

23.2 Severability - If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers is held to be contrary to law, then such provision 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. The parties will meet not later than fifteen (15) days after such holding for the purpose of amending the language to conform with the law.

All articles marked with an asterisk (*) will remain in the Agreement as is unless the Maryland State Board of Education or a court of competent jurisdiction rules that they may not be bargained, or until, through collective bargaining, they are removed from the Agreement, or otherwise modified. A ruling as the result of a request from any source, whether our county, a group of counties, or any association of counties participating in a service organization, shall be cause to remove, or modify, provisions deemed to be not bargainable.

23.3 Policy Conformity - 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.

23.4 Successor Agreement - No later than October 2002, the parties shall undertake good-faith negotiations to secure a successor agreement for the 2003-2004 school year.

23.5 Impasse Procedures - Pursuant to Title 6, Subtitle 4, Section 6-408(d) of the Education Article of the Annotated Code of Maryland (1978), if the parties in an impasse proceeding are unable to agree upon a third panel member or obtain a commitment to serve within a specified period, the rules of the American Arbitration Association shall govern.

23.6 Distribution - Copies of this Agreement will be printed at Board expense and a small sized copy given to each teacher in the negotiating unit on the first working day for teachers in the fall or sixty (60) days following the signing of the Agreement, whichever is later.

23.7

Renegotiations - If the Washington County or State of Maryland fiscal authorities, in exercising their authority under the law, reduce the approved budget during the fiscal year, and such actions make it necessary for the Board to reduce negotiated salary agreements, compensation and number of duty days shall be the subjects of renegotiations. In such event that renegotiations are mandated, the parties agree to meet as soon as possible after the action of the Board, and they agree to complete such renegotiations within thirty (30) calendar days of that action.

**ARTICLE 24
DURATION**

The provisions of this Agreement shall be effective July 1, 2002, and remain in full force and effect until June 30, 2003.

This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations and may not be modified in whole or in part except by an instrument in writing duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed by their duly authorized officers this 20th day of August, 2002.

W. Edward Forrest
President

Elizabeth M. Morgan, Ph.D.
Superintendent

WASHINGTON COUNTY TEACHERS ASSOCIATION, INC., by

Claude H. Sasse
President

Denise D. Fry
WCTA Negotiations Chair

APPENDIX

The Board of Education of Washington County and the Washington County Teachers Association, as a product of negotiations for a 2002-2003 Agreement, do hereby agree to establish by July 1, 2002, a joint committee to develop a mutually acceptable mentoring/peer coaching plan. Should such a plan be mutually approved, it will be implemented at a mutually agreed upon date.