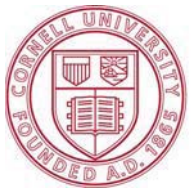

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NEGOTIATED AGREEMENT

BETWEEN THE

FREDERICK COUNTY TEACHERS ASSOCIATION

AND THE

BOARD OF EDUCATION OF FREDERICK COUNTY

12/17/01

SCHOOL YEARS

2001-2004

X-6/30/04

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ARTICLE I - RECOGNITION

A. The Board of Education of Frederick County recognizes the Frederick County Teachers Association as the exclusive representative for collective negotiations concerning terms and conditions of employment for all certificated, professional personnel in accordance with Section 6-404, Article VIII of *The Public School Laws of Maryland*, excluding the Superintendent of Schools and persons designated by the Board of Education to act in a negotiating capacity. The Frederick County Teachers Association agrees to represent fully and equally all members of the unit in relations necessary in the administration of the Agreement.

B. Whenever the following terms are used in this Agreement, they shall refer to the following definitions unless otherwise stipulated.

1. Association - The Frederick County Teachers Association, Inc.
2. Board - The Board of Education of Frederick County and designated representatives.
3. Day - Teacher duty day.
4. Active employee - One who is working under contract and receiving a salary.
5. Inactive employee - One who is on an extended approved leave (except sabbatical leave), or maintains recall rights under Article X, Section C., Personnel Employment, and who is not receiving a salary.
6. Seniority - Continuous paid service calculated from the date on which the teacher signed the individual teaching contract.
7. Superintendent - The Superintendent of the Frederick County Schools or designee.
8. Teacher - All certificated, professional personnel represented by the Association. The terms "employees," "faculty," "members of the bargaining unit," and "staff member(s)" are used interchangeably with the term "teacher" herein.
9. Transfer - An assignment to another school location.

ARTICLE II - RIGHTS AND PRIVILEGES

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

B. In order for the Association to properly fulfill the terms of this Agreement for the benefit of all teachers and the welfare of the school system, the Association officers or employees will have access to all school buildings and to all teachers,

provided that the exercise of this right will not interfere with the educational program.

C. The Board will, upon request, provide the Association with any available documents or information which will assist it in developing intelligent, accurate, informed, and constructive programs on behalf of teachers.

D. The Association will be provided with copies of minutes of official Board meetings as soon as possible after such meetings. A notice of all regular and public meetings of the Board and a copy of the official Agenda of the meeting (including addenda) will be given to the Association prior to said meeting when such is prepared in advance. Each school will receive copies of minutes and notices to be posted for teachers.

E. 1. The Association will have the right to use school buildings without cost at reasonable times for meetings. Arrangements for meeting space and time will be made with the principal of the building in question.

2. There will be one (1) bulletin board of appropriate size reserved for the Association which will be placed in all faculty lounges in each school for the purpose of displaying notices, circulars, and such other material. Copies of all such material will be given to the building principal, but advance approval will not be required.

3. The Association will have the right to place notices, circulars, and other material in all teachers' mailboxes. Copies of all such material will be given to the building principal, but advance approval will not be required.

4. Upon request, the Association will be provided with the names of all new and retiring teachers as soon as such information is available.

5. The Association will have the right to have placed in the superintendent's packet for all new teachers a letter prepared by the Association which informs said teachers that the Association is recognized as the exclusive representative for all teachers in the Frederick County school system.

6. The Association will be given a place on the agenda of the orientation program for new teachers.

7. The Association may request and shall be given a place on the agenda of regular Board meetings for brief reports and/or announcements. Upon appropriate request, the president or designee shall be recognized to state the Association's position when matters relating to wages, salaries, hours, and other working conditions are being discussed.

8. The Association will also have the right to use the interschool mail to distribute official FCTA notices, circulars, and other material when such material is presented ready for delivery to the school representative.

a. The Board of Education shall provide daily courier service to the area designated by the Association as its headquarters as long as said headquarters is on or near an established courier route.

b. The Board is agreeable to work with the FCTA on language which will permit the courier service to continue until modified by an appropriate court decision pertaining to the facts as they apply to this agreement.

9. For the duration of the Agreement the rights and/or privileges enumerated in Article II, Section E., shall not be granted to any other organization seeking to become the teachers' bargaining agent as long as the FCTA is the exclusive bargaining agent of teachers.

F. No teacher will be prevented from wearing pins or other identification of membership in the Association.

G. The Association's faculty representative shall be provided by the principal with a faculty list, including administrators, during the first week of school.

H. The Board of Education shall provide the Association with copies of all policy changes or directives issued by the Board or the superintendent or associate superintendent affecting wages, hours, or conditions of employment of teachers as a group.

I. The Board shall provide the Association with a monthly print-out of all payroll deductions of Association dues.

J. Subject to the provisions of this Agreement, the Board reserves and retains full rights, authority and discretion in the proper discharge of its duties and responsibilities to control, supervise, and manage the county schools under existing laws, rules, and procedures; to determine the educational policies and programs of the county school system; and to prescribe rules and regulations for the conduct and management of the public schools.

K. Upon written request of the president of the Association, representatives of the Association shall be released from professional duties for Association business, with payments of the substitutes borne by the Association. Notice of such absence shall be given as far in advance as reasonably possible to the teacher's immediate superior.

L. The FCTA shall reimburse the Board for all substitutes actually required at the per diem rate. The FCTA will provide the Board and appropriate building principals with written advance notice.

ARTICLE III - ASSOCIATION - ADMINISTRATION LIAISON

A. The building representative of the FCTA will have the right to schedule meetings of the members before or after school hours, or at such other times as to not disrupt the normal school program.

B. The representative also will be provided an adequate amount of time at the conclusion of building faculty meetings to report on matters involving representation of the employees by the Association.

C. A professional council shall be established composed of six members designated by FCTA and six members designated by the Board.

1. The professional council shall meet upon request of either party during the school year to discuss, study, and report on subjects mutually agreed upon relating to the school system. Minutes of said meetings shall be prepared by the Board and made available to all members of the council within ten (10) school days of any meeting. Unless mutually agreed to, meetings shall be held within ten (10) school days of said request.

2. Association representatives on the professional council shall be released from school duties for meetings of the professional council without loss of salary whenever it is jointly decided to hold such meetings during the school day. Members of subcommittees may also be excused without loss of pay under the same conditions.

D. The principal of each school shall meet upon request with the Association building committee members to discuss questions relating to the implementation of this Agreement.

E. The FCTA will receive a monthly list of current teaching vacancies.

F. The FCTA will receive written notice of all extracurricular activity position vacancies ten days prior to the closing date.

G. A list of all twelve-month employees and positions held shall be sent to the FCTA president by September annually.

H. A FCTA building representative (one representative per building) will be released at least once a month from duties before and after the student day in order to facilitate and communicate the joint BOE and FCTA committees goals and information. The representative will provide the principal as much advance notice as possible.

ARTICLE IV - TEACHER FACILITIES

A. The Board shall have:

1. A serviceable desk and chair for each teacher.

2. Separate dining table for teachers.

3. A lockable desk, file cabinet, or closet in which teachers may store instructional materials and supplies.

4. An appropriately furnished room to be reserved for the exclusive use of the teachers as a faculty lounge. Said room will be regularly cleaned by the custodial staff and will be in addition to the other teacher work areas. However, teachers will be expected to keep the lounge reasonably neat and orderly.

5. Well-lighted and clean employee restrooms, separate for each sex and separate from the students' restrooms.

6. Storage facilities for special instructional personnel.

7. The principal, at request by a majority of the teachers, may arrange for the installation of a maximum of two faculty vending machines in each faculty lounge. All proceeds from the machines shall be used in such manner as the majority of teachers and educational support employees of that building shall determine. Cost, if any, of installation shall be borne by the teachers and educational support employees of each school.

B. Where feasible in existing buildings, and in all new buildings, the following will be provided.

1. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.

2. A communication system so that teachers can communicate with the main office from their classrooms, provided that such system is used only for emergency announcements during class periods.

3. Space for teachers' dining in a faculty lounge or other room unavailable to students with tables and chairs sufficient to accommodate teachers during their lunch period.

C. Teachers shall report in writing to the principal any condition considered unsafe or hazardous. The principal shall take action(s) as appropriate and shall notify the teacher in writing of such action(s) taken within five (5) days.

D. A telephone will be made available for teachers to use for school business. Teachers and principals shall arrange this use to provide reasonable privacy during the call. During the work day, teachers may make personal phone calls only if the calls cannot be made at any other time.

E. Teachers who need access to a telephone for school business after the work day ends shall arrange this access with the principal.

F. The Board agrees that, where possible and without cost, a pay telephone shall be installed outside each school building.

G. An adequate portion of the parking lots at each school will be reserved for teacher parking.

ARTICLE V - SALARIES

A. Regular Teacher Salary Schedules

1. The salaries of all teachers covered by this Agreement are set forth herein.

2. All ten-month teachers will have the option of being paid in either twenty (20) installments or twenty-four (24) installments. All eleven-month teachers will be paid in twenty-two (22) installments. All twelve-month teachers will be paid in twenty-four (24) installments.

a. In the event of unusual circumstances, a ten-month teacher who has elected to be paid the salary in twenty-four installments may elect to have the balance due in the June paycheck. The request shall be submitted in writing fifteen (15) days prior to the scheduled pay date.

b. Distribution of paychecks shall be on the 15th, or the nearest preceding workday, and the last workday of each month.

c. Checks will be distributed on pay dates as soon as they are delivered to the school. Each paycheck shall be enclosed and distributed in a sealed envelope to the teacher at the office of the building of employment.

d. Employees who elect direct deposit of their pay shall have those funds available to the bank on the day prior to the appropriate pay dates.

B. Authorized travel shall include all driving done in connection with the teacher's assigned professional duties and required attendance for activities sponsored by the Board. With prior approval by the appropriate supervisor or curriculum specialist, mileage will be paid for curriculum meetings held for less than a full day. Mileage shall not be paid for inservice held within the county. When said travel is not on a regular basis, prior approval of the principal or immediate supervisor shall be required. The mileage allowance shall be the IRS rate set for tax purposes as of July 1 of each year.

C. Teachers holding provisional degree certificates will receive regular salaries beginning their employment in Frederick County. After the first year, provisional certificate holders may advance on the scale so long as they continue each year to present six (6) college credits appropriate for their certificate. Provisional certificated persons may not advance beyond the thirteenth (13) step of the salary schedule. If the original placement was a higher level, it shall revert to this thirteenth (13) step at the end of the one-year period of grace.

D. Vocational teachers shall not be classified as non-degree teachers for salary purposes.

E. The ten-month teacher salary schedule, eleven-month teacher salary schedule, twelve-month teacher salary schedule, and the administrative and supervisory salary schedule for each school year are included in Section M. of this Article.

F. Per Diem Rate of Pay

1. Any ten-month teacher who works in a per diem position authorized by the Superintendent to work in excess of 188 days shall be compensated at his/her per diem rate of pay. Annual salary x 1/188 = per diem rate.

2. Any eleven-month teacher who works in a per diem position authorized by the superintendent to work in excess of 208 days shall be compensated at his/her per diem rate of pay. Annual salary x 1/208 = per diem rate.

G. Twelve-Month Teachers

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

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

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

2. Twenty (20) days of annual leave shall be provided for each twelve-month employee, and may be accumulated to a limit of forty (40) days. Any annual leave in excess of forty (40) days shall be converted to sick leave.

3. All teachers assigned for twelve-month responsibility for 1976-77 shall retain such employment status until modified at the request of the teacher or terminated from employment by the school system according to established legal provisions. Assignment and employment practices are set forth in this section. Twelve-month teachers shall be paid according to the twelve-month salary schedule which appears in Section M of this Article.

4. New Twelve-Month Teacher Positions

   a. As of July 1, 1986, the superintendent shall determine certain new positions to be paid on the regular teacher salary schedule to be new twelve-month teacher positions. Teachers assigned to those twelve-month positions shall be paid according to the twelve-month salary schedule which appears in Section M of this Article and shall work and be employed for twelve (12) months. These positions and procedures do not affect the teachers identified in Section 3 above.

   b. Teachers assigned to these new twelve-month positions shall receive twenty(20) days annual leave as approved by the superintendent.

   c. A teacher shall receive the salary and benefits of a twelve-month position only as long as the teacher is assigned to such position. Upon leaving a twelve-month position, a teacher will revert to the ten-month salary schedule and its benefits.

5. A twelve-month teacher's per diem rate of pay will be calculated as follows: Annual salary x 1/243 = per diem rate.

H. A & S Salary Schedules

1. Initial placement of a Frederick County school system employee on the A & S schedule shall be at the step immediately above the salary as twelve-month classroom teacher, plus one increment.

2. Any individual hired from outside Frederick County for any administrative or supervisory position within said county on the then current salary scale negotiated between the Association and the Board shall be placed on said schedule by application of the following steps:

   a. Determine the number of years of classroom teaching experience of the new employee.

   b. Determine the salary under the professional salary schedule in the Negotiated Agreement that such employee would have been entitled to as a twelve-month classroom teacher based upon the number of years of experience determined in (a) above.

   c. Take the salary determined in (b) above and determine the salary immediately above it under the appropriate lane of the administrative lane of the administrative and supervisory salary schedule. Take this figure and add one (1) full step increment under the administrative and supervisory salary schedule.

   d. Determine the number of years of administrative or supervisory experience of the new employee.

   e. Take the final figure determined in (c) above and add to it the appropriate number of steps under the administrative and supervisory salary schedule to reflect the years of administrative or supervisory experience determined in (d) above.

3. The A & S schedule shall be increased by the same percentage amount that shall be calculated for the professional teacher salary schedule.

I. The Board shall pay for two (2) senior high administrators, two (2) middle school administrators, and four (4) elementary administrators to attend one (1) national professional convention or conference and eight (8) additional in the A&S unit designated by the associate superintendents. The maximum amount of reimbursement shall be set by the Board.

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

   For each day serving as an acting administrator, if the absence exceeds more than one (1) teacher work day, the teacher will be paid an additional $40.00 per day.

K. All employees paid on the teacher salary schedule, and the A & S salary schedule holding an earned doctor's degree (Ed.D. or Ph.D.) or other Board of Education approved doctorate shall be compensated $2,000 in addition to their appropriate step and schedule. Any teacher who earns national board certification (NBPTS) shall be compensated $1,000 annually in addition to their appropriate step and schedule for the term of the certification. Any employee who earns a national certification in areas agreed to by the Board and FCTA shall be compensated $1,000 in addition to their appropriate step and schedule.

L. Administrative/supervisory personnel per diem rate of pay will be calculated as follows: Annual salary x 1/243 = per diem rate.

M. Salary Schedules

1. The ten-month, eleven-month, and twelve-month teacher salary schedules for the 2001-2002 school year will be increased by 5.0%. The administrative and supervisory salary schedule for the 2001-2002 school year will be increased by 5.0%.

2. The ten-month teacher salary schedule, eleven-month teacher salary schedule, twelve-month teacher salary schedule, and the administrative and supervisory salary schedule shall be as printed on the following pages. Those members of the bargaining unit who are eligible shall receive an increment.

3. Implementation of Eleven-month and Twelve-month Positions

   a. Agriculture Teachers

      (1) Six (6) agriculture teacher positions will increase to twelve-month positions in 2000-2001.

      (2) Four (4) agriculture teacher positions will increase to eleven-month positions in 2001-2002.

   b. Guidance Counselors

      (1) Elementary guidance counselors will be provided with five (5) days of per diem pay to be phased in over the 2001-2002 and 2002-2003 school years.

      (2) Middle school guidance counselors will have one (1) eleven-month position per building, to be phased in over the 2001-2002 and 2002-2003 school years. The current per diem days shall continue for those counselors not assigned to the eleven-month position in a building.

      (3) High school guidance counselors will have one (1) twelve-month or two (2) eleven-month positions per building. Four (4) of these new positions will be phased in during the 2000-2001 school year and another four (4) positions will be phased in during the 2001-2002 school year. The current per diem days shall continue for those counselors not assigned to the eleven or twelve-month positions.

   c. Athletic Directors

      Athletic Directors will be moved from the activity compensation schedule to a new athletic directors salary schedule included under Article XXXIII.

d. Transition Teachers

As of July 1, 2000, transition teachers will have the 20% reduction factor removed from the calculation of summer days.

e. Reading Teachers

Reading teachers at the elementary schools will have five (5) days of per diem pay phased in for the 2000-2001, 2001-2002, and 2002-2003 school years.

Contingent upon the jointly established funding priorities.

4. Requirements for Placement on the APC/Master's Salary Lane

Teachers are required to meet one of the following criteria to be placed on the APC/Master's salary lane:

a. An approved Master's degree; or

b. Completion of 36 approved post-baccalaureate credits that include 21 graduate-level credits; or

c. An Advanced Professional Certificate (APC).

5. Requirements for Placement on the 60 Hour Salary Lane

Teachers are required to meet the following criteria to be placed on the 60 Hour salary lane:

a. An Advanced Professional Certificate (APC); and

b. Completion of 60 approved post-baccalaureate credits that include 30 graduate level credits.

FREDERICK COUNTY PUBLIC SCHOOLS
10-MONTH TEACHER SALARY SCHEDULE 2001-2002

PAYSCALE	BACHELOR'S DEGREE 1		APC/MASTERS DEGREE* 2		60-HOUR PROGRAM 3	
STEP	INDEX	10-MO	INDEX	10-MO	INDEX	10-MO
1.0	1.0000	31,544	1.1000	33,924	1.2000	36,900
2.0	1.0500	31,633	1.1500	34,524	1.2500	37,494
3.0	1.1000	31,862	1.2000	34,758	1.3000	38,705
4.0	1.1500	33,310	1.2500	36,207	1.3500	39,103
5.0	1.2000	34,758	1.3000	37,655	1.4000	40,551
6.0	1.2500	36,207	1.3500	39,103	1.4500	42,000
7.0	1.3000	37,655	1.4000	40,551	1.5000	43,448
8.0	1.3500	39,103	1.4500	42,000	1.5500	44,896
9.0	1.4000	40,551	1.5000	43,448	1.6000	46,344
10.0	1.4500	42,000	1.5500	44,896	1.6500	47,793
11.0	1.5000	43,448	1.6000	46,344	1.7000	49,241
12.0	1.5500	44,896	1.6500	47,793	1.7500	50,689
13.0	1.5788	45,730	1.7000	49,241	1.8000	52,138
14.0	1.5788	45,730	1.7500	50,689	1.8500	53,586
15.0	1.5788	45,730	1.8000	52,138	1.9000	55,034
16.0	1.5788	45,730	1.8249	52,859	1.9249	55,755
17.0	1.5788	45,730	1.8498	53,580	1.9498	56,477
18.0	1.5788	45,730	1.8747	54,301	1.9747	57,198
19.0	1.5788	45,730	1.8996	55,022	1.9996	57,919
20.0	1.5788	45,730	1.9245	55,744	2.0245	58,640
21.0	1.5788	45,730	1.9494	56,465	2.0494	59,361
22.0	1.5788	45,730	1.9743	57,186	2.0743	60,083
23.0	1.5788	45,730	1.9992	57,907	2.0992	60,804
24.0	1.5788	45,730	2.0241	58,629	2.1241	61,525
25.0	1.5788	45,730	2.0490	59,350	2.1490	62,246

This schedule is generated from a base of $28,965.

Note:
**APC/Master's Degree = APC or Master's Equivalent or Master's Degree*
For Doctorate Degree, add $2,000 to appropriate scale and step.
For National Board Teacher Certification (NBPTS), add $1,000.

FREDERICK COUNTY PUBLIC SCHOOLS
11-MONTH TEACHER SALARY SCHEDULE 2001-2002

PAYSCALE	BACHELOR'S DEGREE 1		APC/MASTERS DEGREE* 2		60-HOUR PROGRAM 3	
STEP	INDEX	11-MO	INDEX	11-MO	INDEX	11-MO
1.0	1.0000	32,047	1.1000	35,252	1.2000	38,456
2.0	1.0500	33,649	1.1500	36,854	1.2500	40,059
3.0	1.1000	35,252	1.2000	38,456	1.3000	41,661
4.0	1.1500	36,854	1.2500	40,059	1.3500	43,264
5.0	1.2000	38,456	1.3000	41,661	1.4000	44,866
6.0	1.2500	40,059	1.3500	43,264	1.4500	46,468
7.0	1.3000	41,661	1.4000	44,866	1.5000	48,071
8.0	1.3500	43,264	1.4500	46,468	1.5500	49,673
9.0	1.4000	44,866	1.5000	48,071	1.6000	51,275
10.0	1.4500	46,468	1.5500	49,673	1.6500	52,878
11.0	1.5000	48,071	1.6000	51,275	1.7000	54,480
12.0	1.5500	49,673	1.6500	52,878	1.7500	56,082
13.0	1.5788	50,596	1.7000	54,480	1.8000	57,685
14.0	1.5788	50,596	1.7500	56,082	1.8500	59,287
15.0	1.5788	50,596	1.8000	57,685	1.9000	60,889
16.0	1.5788	50,596	1.8249	58,483	1.9249	61,687
17.0	1.5788	50,596	1.8498	59,281	1.9498	62,485
18.0	1.5788	50,596	1.8747	60,079	1.9747	63,283
19.0	1.5788	50,596	1.8996	60,877	1.9996	64,081
20.0	1.5788	50,596	1.9245	61,675	2.0245	64,879
21.0	1.5788	50,596	1.9494	62,473	2.0494	65,677
22.0	1.5788	50,596	1.9743	63,270	2.0743	66,475
23.0	1.5788	50,596	1.9992	64,068	2.0992	67,273
24.0	1.5788	50,596	2.0241	64,866	2.1241	68,071
25.0	1.5788	50,596	2.0490	65,664	2.1490	68,869

Note:
**APC/Master's Degree = APC or Master's Equivalent or Master's Degree*
For Doctorate Degree, add $2,000 to appropriate scale and step.
For National Board Teacher Certification (NBPTS), add $1,000.

FREDERICK COUNTY PUBLIC SCHOOLS
12-MONTH TEACHER SALARY SCHEDULE 2001-2002

PAYSCALE	BACHELOR'S DEGREE 1		APC/MASTERS DEGREE* 2		60-HOUR PROGRAM 3	
STEP	INDEX	12-MO	INDEX	12-MO	INDEX	12-MO
1.0	1.0000	34,759	1.1000	38,235	1.2000	41,711
2.0	1.0500	36,497	1.1500	39,973	1.2500	43,449
3.0	1.1000	38,235	1.2000	41,711	1.3000	45,187
4.0	1.1500	39,973	1.2500	43,449	1.3500	46,925
5.0	1.2000	41,711	1.3000	45,187	1.4000	48,663
6.0	1.2500	43,449	1.3500	46,925	1.4500	50,401
7.0	1.3000	45,187	1.4000	48,663	1.5000	52,139
8.0	1.3500	46,925	1.4500	50,401	1.5500	53,877
9.0	1.4000	48,663	1.5000	52,139	1.6000	55,615
10.0	1.4500	50,401	1.5500	53,877	1.6500	57,353
11.0	1.5000	52,139	1.6000	55,615	1.7000	59,091
12.0	1.5500	53,877	1.6500	57,353	1.7500	60,829
13.0	1.5788	54,878	1.7000	59,091	1.8000	62,567
14.0	1.5788	54,878	1.7500	60,829	1.8500	64,305
15.0	1.5788	54,878	1.8000	62,567	1.9000	66,042
16.0	1.5788	54,878	1.8249	63,432	1.9249	66,908
17.0	1.5788	54,878	1.8498	64,298	1.9498	67,773
18.0	1.5788	54,878	1.8747	65,163	1.9747	68,639
19.0	1.5788	54,878	1.8996	66,029	1.9996	69,504
20.0	1.5788	54,878	1.9245	66,894	2.0245	70,370
21.0	1.5788	54,878	1.9494	67,760	2.0494	71,236
22.0	1.5788	54,878	1.9743	68,625	2.0743	72,101
23.0	1.5788	54,878	1.9992	69,491	2.0992	72,967
24.0	1.5788	54,878	2.0241	70,356	2.1241	73,832
25.0	1.5788	54,878	2.0490	71,222	2.1490	74,698

Note:
**APC/Master's Degree = APC or Master's Equivalent or Master's Degree*
For Doctorate Degree, add $2,000 to appropriate scale and step.
For National Board Teacher Certification (NBPTS), add $1,000.

FREDERICK COUNTY PUBLIC SCHOOLS
ADMINISTRATIVE AND SUPERVISORY SALARY SCHEDULE 2001-2002

	Pupil Personnel Psychologists Coordinator Asst. Supervisor Asst. Principal – Elementary School – Middle School – Rock Creek – Career & Tech Center – Heather Ridge (.5)		Principal – Elementary School – Middle School – Evening High – Heather Ridge (.5) – Career & Tech Center Asst. Principal – Senior High – Heather Ridge (.5) Supervisor Curriculum Specialist		Principal – Senior High – Heather Ridge (.5)	
STEP	AS-1 30		AS-2 31		AS-3 32	
A	1.0000	49,258	1.1500	56,646	1.3000	64,035
B	1.0500	51,720	1.2000	59,109	1.3500	66,498
C	1.1000	54,183	1.2500	61,572	1.4000	68,961
D	1.1500	56,646	1.3000	64,035	1.4500	71,424
E	1.2000	59,109	1.3500	66,498	1.5000	73,886
F	1.2500	61,572	1.4000	68,961	1.5500	76,349
G	1.3000	64,035	1.4500	71,424	1.6000	78,812
H	1.3500	66,498	1.5000	73,886	1.6500	81,275
I	1.4000	68,961	1.5500	76,349	1.7000	83,738
J	1.4500	71,424	1.6000	78,812	1.7500	86,201
K	1.5000	73,886	1.6500	81,275	1.8000	88,664
L	1.5500	76,349	1.7000	83,738	1.8500	91,127
M	1.6000	78,812	1.7500	86,201	1.9000	93,589

Note:
**For Doctorate Degree, add $2,000 to appropriate scale and step.*
For National Board Teacher Certification (NBPTS), add $1,000.

ARTICLE VI - LIMITATION OF DUTIES

A. Every teacher shall be provided a lunch period free of any duty or responsibility each regularly scheduled work day. This period shall extend for at least thirty (30) consecutive minutes. Teachers shall have the right to leave the building during this time provided they notify the office when leaving and upon returning. Except for emergencies, teachers shall have the right to decline a request to perform any duties during the lunch period.

B. A teacher, under no circumstances, will be required to transport a student on behalf of the school.

C. Each secondary school teacher shall be provided at least one period of unassigned duties during the student's day for preparation. The period shall coincide in length with the regular class period. In middle schools with a 90-minute block schedule and interdisciplinary teaming, teachers shall have 270 minutes per week of unassigned duties and the additional 180 minutes per week shall be scheduled by the principal and in blocks of time no greater than 45 minutes.

D. Each elementary teacher shall have a total of at least 270 minutes unassigned duty time per week. 240 of those minutes shall be during the student day and shall not be scheduled in less than 40 minute blocks. This planning time will be allocated on a daily basis. Time beyond the 240 minutes may be scheduled outside the student day and shall not be scheduled in blocks of less than 30 minutes. Any time beyond 270 minutes may be scheduled by the principal.

E. Except when a substitute cannot be secured or supporting service personnel (assistants) are not available, teachers shall not be required to serve as substitutes during their planning period. Teacher usage shall be only as a matter of last resort.

F. In so far as possible, all teachers, including part-time teachers sharing one position, shall have pro-rated loads of classes and other professional assignments.

G. The Board shall provide in all schools supporting service personnel (assistants) whose primary function shall be to assist teachers in the performance of nonteaching duties at a ratio of 1 to 500 students. Schools which do not meet the ratio of 1 to 500 students shall be entitled to one assistant.

H. Teachers shall not be required to obtain substitutes.

I. Working Hours and Work Load

1. All classroom teachers will be assigned appropriate starting and dismissal times, provided that their total regular workday will be no longer than seven and one half (7-1/2) consecutive hours, including the duty-free lunch period, except when faculty meetings are held. Except in cases of emergency, the number of building faculty meetings shall be no more than one per month and extend no longer than one hour in length beyond the regular work day.

2. In regard to delayed opening and/or early dismissal days, the workday of teachers will begin thirty (30) minutes before the scheduled student starting time on said day, and will end thirty (30) minutes after the student dismissal on said day.

3. A teacher who has a school age child, may request the principal to make a schedule adjustment on a parent conference day to enable the teacher to attend a conference. The principal shall make every effort to provide the necessary time to accommodate the request.

J. The Board and the Association recognize that many teachers perform school related responsibilities beyond the normal school day. The acceptance of such responsibilities is voluntary.

K. Teachers shall be reimbursed fees for physical or psychological examinations if required only by the local Board.

L. Teachers shall not be required to perform the following nonteaching duties.

1. Keeping records for money collections for insurance, photographs, charities, dues, etc.

2. School-wide detention duty.

3. Filling out non-evaluative identifying data on permanent record cards for students.

4. Janitorial duties.

5. Bulk delivery of books to classrooms.

M. Hazardous Work Conditions

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

N. The FCTA and the Board agree that continuing communication with parents of students is desirable and necessary. Therefore, each teacher is strongly urged to make every effort to attend at least one Open House or a PTA meeting each year.

1. The principal of each school shall notify the faculty of these scheduled events no later than September 15 of each year.

2. The FCTA shall make every reasonable effort to inform teachers of this position. The FCTA shall urge such teacher attendance, both publicly and privately, using whatever methods it deems appropriate.

ARTICLE VII - PERSONAL AND ACADEMIC FREEDOM

A. The personal life of a teacher is not within the appropriate concern or attention of the Board except as it may directly affect the efficient performance of assigned functions during the workday.

B. Each teacher is entitled to full rights of citizenship, and no religious or political activities of any such teacher outside the regular hours of employment, or the lack thereof, will be grounds for any discipline or discrimination with respect to the professional employment of such person.

C. The Board and the Association agree that academic freedom is essential to the fulfillment of the purpose of the Frederick County School System, and they acknowledge the fundamental need to protect teachers from censorship or restraint which might interfere with their obligations to present fairly all sides of issues in their teaching functions. Both parties understand that classroom presentation and discussions shall be relevant to course content as prescribed in the appropriate Curriculum Guides adopted by the Board of Education.

ARTICLE VIII - TEACHER EVALUATION

A. Observations

1. Nontenured teachers shall be observed by more than one qualified person a minimum of four times a year: twice during the first semester subsequent to September 15 and twice during the second semester prior to April 25. Except in emergency, observations will not be made the day before or after Thanksgiving, Christmas, or Spring Break, or on conference days. Observations shall be conducted by the principal, assistant principal, director, supervisor, coordinator or instructional staff member certified in the area of concern.

2. Tenured teachers shall be observed by the principal or assistant principal a minimum of twice a year: once during the first semester subsequent to September 15 and once during the second semester provided that observations will not occur during the last ten (10) student days of the school year. Except in emergency, observations shall not be made the day before or after Thanksgiving, Christmas or Spring Break, or on conference days.

3. Observations will be recorded on a jointly devised form. Teachers shall receive a copy of the observations within five (5) days after they are made. Teachers shall acknowledge the opportunity to review the observation report by signing the file copy. Such signature does not indicate agreement with the content. A conference will be held following the report of the observation. The Board retains final authority for authorization of this form.

4. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. All observations shall be made in person for a minimum of thirty (30) consecutive minutes. If the observation exceeds a normal class period, the observer will provide the teacher with a written explanation on the formal observation form.

5 The appropriate administrator maintains the right to conduct observations beyond the minimum, as necessary.

6. A & S shall be observed as directed by the superintendent.

7. The observation form shall clearly state any concerns and recommendations.

B. Evaluations

1. Nontenured teachers shall be evaluated twice, once during the first semester and once during the second semester.

2. Tenured teachers holding either a Standard Professional I or II Certificate shall be evaluated at least once a year.

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

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

3. All evaluations shall be based on job related criteria. Evaluations shall be based primarily on observations completed since the last evaluation. The evaluation form shall clearly state any concerns and recommendations.

4. Teachers shall be evaluated on a form jointly devised by the superintendent and the Association.

5. Teachers shall acknowledge the opportunity to review the evaluation report by signing the file copy. Such signature does not indicate agreement with the content. Teachers will receive a copy of the evaluation within ten (10) days after it is made but no later than five (5) school days prior to the last duty day for teachers receiving less than a satisfactory evaluation. Teachers will have the right to respond in writing to the evaluation. That response shall be filed with the building principal, associate superintendent, and the personnel file.

6. A & S shall be evaluated according to the appropriate administrative performance evaluation system.

C. Professional Remediation Plan

1. When an administrator has a concern with the professional performance of a staff member, the administrator shall notify the staff member, in a timely manner, in writing. This notification will include the specific concerns and recommendations in order to correct the concern and a reasonable timetable that the staff member will have to correct the concern.

   a. The associate superintendent will discuss with the teacher the specific deficiencies.

   b. If the associate superintendent determines that a formal remediation plan is necessary, the appropriate administrative personnel and the teacher will develop a specific written plan for improvement of the noted deficiencies. The plan will include goals or objectives, strategies to be used, personnel to be utilized, materials to be used, time frame, and measure of success.

   c. The principal shall be responsible for managing the remediation plan and will schedule pre- and post-observation conferences with the participants, and adjust the plan as needed, and conduct evaluations of the plan.

   d. It is the responsibility of the teacher to work to improve the noted deficiencies.

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

D. Personnel File

1. Material of a negative nature must be shown personally to the teacher prior to placement in the personnel file. Teachers shall acknowledge the opportunity to review said material by signing the file copy. Such signature in no way indicates agreement with the content. The teacher will have the right to submit a written answer to such material which will be placed in the file.

2. The evaluation shall not be placed in the employee's personnel file until after the principal or appropriate administrator has held a conference with the teacher.

3. Teachers shall have the right, by appointment, to review the contents of their personnel files. A teacher shall be entitled to have a representative of the Association present during such review.

4. Upon termination of employment, final evaluation of a teacher shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance.

5. The Board agrees to protect the confidentiality of personnel references, academic credentials, and other similar documents.

ARTICLE IX - MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

A. When, in the judgment of a teacher, a student is, by behavior, seriously disrupting the instructional program to the detriment of other students, the teacher may exclude the student temporarily from the classroom and refer the student to the principal.

B. In the event that a student makes a physical or verbal threat to other students, the teacher, or the facilities, the student will not be returned to the classroom from which excluded until the principal has conducted a conference with the teacher and any appropriate parties. When a conference takes place during instructional time, the classroom teacher will be released from instructional duties.

C. An appropriate student disciplinary procedure, consistent with Board policy, may be developed for each school building with the involvement of members of the faculty and administration. Findings and recommendations for procedures may be submitted to the principal through the Association building committee.

ARTICLE X - PERSONNEL EMPLOYMENT

A. 1. All new teachers or reinstated teachers will be placed on the proper step of the salary schedule according to their certification status, experience, and education.

   a In calculating experience, newly hired teachers who have worked one-half (1/2) year or more of a work year for their prior employer, will be given credit for a full year. The one-half (1/2) year cutoff date for experience credit will be the first day of the second semester.

   b All currently hired teachers who work one-half (1/2) year or more of the work year shall be given credit for a full year.

   c All teachers hired to fill vacancies which they have served in for one-half (1/2) year or more of a work year shall be given experience credit for a full year and paid a pro-rated salary for the actual period worked.

   d The Board shall recognize courses, programs, and degrees from institutions which have accreditation accepted by the Maryland State Department of Education.

   2. No more than two (2) persons will be employed in a full-time position.

   3. Credit will be given from previous outside teaching experience in duly accredited schools upon initial employment in accordance with the provisions of Article V. Additional credit not to exceed two (2) years for military experience, or alternative civilian service required by the Selective Service System, and not to exceed two (2) years for appropriate Peace Corps, VISTA, or National Teaching Corps work, and time spent on a Fulbright Scholarship will be given upon initial employment.

   4. All part-time teachers (.5 or more) shall receive health and life insurance benefits, as governed by their employment. Salary, sick leave, and personal leave shall be prorated for all part-time teachers regardless of percentage of time employed.

B. 1. Up to all the maximums set forth in section A above including the exclusion of longevity increments:

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

   b. Subject to certification status, such teachers who have not been engaged in other teaching or other activities indicated above will, upon returning to the system, be restored to the next position on the salary schedule above that at which they left.

   2. Previously accumulated unused sick leave days will be restored to all teachers returning from an approved leave of absence.

C. In any reduction in the bargaining unit as a result of budgetary actions or curriculum and/or administrative organization, every effort will be made to transfer affected teachers to other similar positions within the school system where vacancies exist and for which the affected teachers are certified.

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

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

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

   2. Teachers on lay-off shall be placed on a priority recall list in accordance with their seniority. The teachers shall be recalled as vacancies become available in accordance with their position on the list and their certification for said vacancies.

   3. When vacancies become available, the teacher will be notified of the vacancy by certified mail sent to the last known address. The teacher so notified shall notify the responsible administrator, in writing, in not more than ten (10) days after receipt of notification of the vacancy as to whether or not the position will be accepted. The teacher may decline the first offer of employ-ment. If the teacher declines the second offer of a position, reemployment rights shall be forfeited. All teachers shall remain on the priority recall list for a maximum of three (3) years.

   4. While a lay-off continues, no new teachers shall be hired except in those unique circumstances where (a) there are no teachers on the priority recall list qualified to fill the vacancy, or (b) all qualified teachers on the priority recall list decline the offer to fill the vacancy.

5. Any lay-off due to reduction-in-force shall not be subject to any dismissal procedure required elsewhere in this Agreement.

6. Teachers recalled under these provisions shall have restored to them all previously accrued sick leave and personal leave.

7. The Board and the Association recognize that appropriate governmental agencies which have jurisdiction may promulgate rulings and/or regulations that may impact this Article. If such rulings or regulations cause any provisions to be in conflict, the parties shall meet within ten (10) days for the purpose of renegotiating only the provision(s) held to be contrary.

ARTICLE XI - TRANSFERS

A. A vacancy posting calendar will be identified annually by the end of the first week of January. Principals will notify their directors of all vacancies that develop in their buildings. The directors will verify to Human Resources Office the positions eligible for posting for the voluntary transfer process. All teachers who have completed at least one (1) year of satisfactory experience as evidenced by the evaluation cycle, teachers returning from extended leave and excessed teachers are eligible to participate in the transfer process if they hold the appropriate certification for a posted vacancy. Vacancies will only be advertised once during the transfer process. The principal shall consult with the appropriate director when requesting a transfer of a nontenured teacher.

   1. A list of new vacancies for the subsequent school year will be posted by the Human Resources Office during the following times:

      a. Mid-January to mid-May for a period of ten (10) days posting.

      b. Mid-June to mid-July for a period of five (5) days posting.

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

   2. The following positions when not filled by staff within a building will be posted at the time they occur for ten (10) days. All current FCPS teachers will have an opportunity to apply for a transfer to these assignments:

      • Reading Specialist

      • Guidance Counselor

      • Media Specialist

      • School Support Teacher

   3. Teachers requesting an increase/decrease in their assignment should use this transfer process to achieve their desired increase/decrease in assignment. The job share option (Article XXXIV) is also available as a means for a teacher to request a reduction in assignment. The teacher is responsible to identify the teacher with whom they wish to partner, as well as the position, within the published timelines.

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

   5. The Human Resources Office will provide to principals and directors a list of the teachers who have applied to the vacancy list.

   6. Principals will conduct interviews of all internal candidates within the timelines stated in Section A.1.a. and b. The actual dates may vary due to holidays and school closings. The director will notify the successful candidate.

   7. Principals shall notify the unsuccessful internal candidates within seven (7) days of the last interview for the posted positions.

   8. Principals will notify their directors and the Human Resources Office of their decision regarding the posted positions.

   9. Teachers "To Be Placed" include excessed teachers and teachers returning from extended leaves of absence.

      a. Teachers "To Be Placed" may respond to all vacancy lists by completing the appropriate transfer form.

      b. Teachers on extended leaves of absence must give notice of their intention to return to work to the Human Resources Office by April 1.

      c. Teachers not selected by a school will be assigned by the director.

      d. Teachers who have been assigned by the director may continue to respond to the vacancy lists.

B. Generally, transfers will be complete by July 31. Some exceptions may be made after July 31. The affected teacher(s) will be notified as soon as possible as to the reasons for the transfers.

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

D. Involuntary transfers may be made by the superintendent as the needs of the schools require. Except in emergencies, the teacher shall be notified twenty (20) calendar days in advance of the intended transfer. In all cases, the teacher shall be afforded the opportunity to discuss the proposed transfer. Upon request, the superintendent shall furnish the teacher information why the transfer is being made. Teacher performance, qualifications, length of service, the number of times a teacher has been excessed, and the best interests of the school will be equally considered. When an involuntary transfer is necessary, volunteers shall first be sought. Involuntary transferees have the right to return to the school from which they were transferred should a position for which they are qualified open prior to the first duty day for teachers.

E. Movement of an individual on the A & S schedule does not constitute a reduction in rank if current salary is not reduced with the following provisions: 1) a change of one (1) lane only, 2) sixty (60) days notice given prior to the change, 3) such change effective only at the beginning of the fiscal year, and 4) upon request of the individual, the action will be reviewed by the Board.

F. Persons teaching in the same school who after the beginning of the school year are married to each other shall not be involuntarily transferred in that or subsequent school years solely on the basis of their marriage. In all instances, the individual teacher's performances, qualifications, length of service, and performance record in the school are to be given due consideration.

ARTICLE XII - EMPLOYEE ASSIGNMENTS

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

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

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

C. 1. In arranging schedules for teachers who are assigned to walk to more than one school building, travel shall be limited to one trip to a school building per day.

2. Upon verification from supervisor, the Board shall reimburse designated principals, assistant principals, school support teachers, pupil personnel workers, and guidance counselors who may be required to use their own automobiles in the performance of their duties to transport students, $75.00 per year for insurance coverage above State minimums, with a minimum of $100,000/$300,000 bodily injury and $100,000 property damage.

3. In addition, after approval by the superintendent and upon certification, other employees who may be required to use their own automobiles routinely to transport students during the course of the year may receive this payment.

ARTICLE XIII - PROMOTIONS

A. A promotion is defined as 1) moving from any teaching position to one listed on the administrative and supervisory responsibility scale, or 2) moving from the following:

1. Positions enumerated in the AS-1 category in Article V. to any position enumerated in the AS-2 or AS-3 categories.

2. Positions enumerated in the AS-2 category in Article V. to any position enumerated in the AS-3 category.

B. All vacancies in promotional positions shall be filled on the following basis:

1. Whenever a vacancy arises or is anticipated, the superintendent shall cause a notice to be posted in each school, setting forth a description of and the qualifications for the position, including duties and salary range. Promotional vacancies shall be advertised throughout the year, including summer months, on the FCPS web site. In addition, the superintendent will post a list of such vacancies in each school, with a copy of said notice being transmitted to the Association.

2. Unless there are extenuating circumstances, such notices shall be posted fifteen (15) days prior to the filing date when applications must be submitted. If notification is less than fifteen (15) days, the Association shall be notified.

3. Teachers who decide to apply for such vacancies shall submit their applications in writing to the superintendent or authorized representative. The time limit specified in the notice shall be adhered to unless there are extenuating circumstances.

4. When a vacancy occurs, a promotion committee may be appointed by the superintendent consisting of five (5) professional educators who are familiar with the duties and responsibilities associated with the position to be filed. Two (2) members of the committee may be classroom teachers. The committee shall have advisory status and shall recommend to the superintendent one or more candidates.

5. Vacancies shall be filled on the basis of experience, competency, and other qualifications of the applicant. Ordinarily, preference shall be given to present teachers. Inquiries may be directed to other school systems when it is deemed advisable in the best interest of the Frederick County school system. The successful applicant shall meet the certification requirements established by the state board of education for the position, or shall fulfill such requirements within one (1) year.

6. The availability of leadership positions in other counties shall be made known in the same manner as set forth in paragraph one (1) whenever possible.

C. Tenured teachers in Frederick County promoted to a position on the A & S salary schedule are considered probationary for a two (2)-year period. Such teachers may be returned to a position on the teacher salary schedule without cause with sixty (60) days notice prior to the end of the fiscal year.

D. No teachers shall be denied the opportunity to apply for selection to participate in seminars or workshops sponsored by the Board for potential administrators and supervisors.

ARTICLE XIV - EVENING SCHOOL AND FEDERAL PROGRAMS

A. All openings for evening school positions under federal and other special programs (including nonteaching positions for which teachers may be qualified and eligible) will be published by the superintendent as per Article XIII and sent to every school for posting.

B. In filling such positions, consideration will be given to a teacher's area of competence, certification status, major and/or minor fields of study, quality of performance, attendance record, and length of service in the Frederick County school system, and when all other factors are substantially equal, preference will be given first to ten-month teachers who have taught the subject area and/or grade level in question during the regular school year and then to ten-month teachers who have taught the grade and/or subject in question on a regular basis at any time during the preceding school years.

C. All evening school teachers, regardless of source of funding, will be paid $22 per hour. Teachers employed during 1985-86 will continue to receive their 1985-86 hourly rate or the above, whichever is greater.

D. 1. Summer school teachers will be paid at their per diem rate.

2. Super camp teachers will be paid at workshop rate.

3. The Board and FCTA shall negotiate the salaries for both summer school and super camp on or before December 1, 1998.

ARTICLE XV - WORKSHOPS/SUMMER SCHOOL/SUMMER ACADEMY

A. All Workshops/Summer School/Summer Academy offered by the Board shall be advertised by the superintendent or designee and sent to every school for posting at least ten (10) school days prior to selecting personnel to participate in said workshops. Specific criteria required for participants will be listed in the notice.

B. Teachers who desire to participate in these workshops shall notify the Superintendent or designee prior to the closing date mentioned in the advertisement.

C. Teachers not selected to participate in workshops shall be notified in writing prior to the beginning of the workshop. If more applicants meet the specified criteria than can be accepted, additional criteria will be developed. Upon request, the additional specific criteria used will be furnished.

D. Payment for workshops shall be rendered to the participant in one lump sum and within thirty (30) work days after the completion of the workshop.

E. Teachers' rate of pay for workshop participation shall be $18 per hour and teachers who are presenters shall be paid $25 per hour.

F. Payment for summer school and summer academy positions shall be at the individual teacher's per diem rate as defined in Article V. The teacher will receive payment in a lump sum and within thirty (30) days after the completion of the program.

ARTICLE XVI - DEDUCTIONS FROM SALARY

A. The Board agrees to deduct from the teachers' salaries unified membership dues for Frederick County Teachers Association, the Maryland State Teachers Association, and the National Education Association as said teachers individually and voluntarily authorize to deduct through an appropriate written authorization form prepared by the Association and approved by the human resources office. The Board agrees to transmit such monies promptly to the Association.

1. Deductions shall be made in twenty (20) equal installments beginning in September and ending in June of each year. For new enrollees, deductions shall be made in sixteen (16) equal installments beginning in November. The Board will not be required to honor any authorizations that are delivered to it later than fifteen (15) working days prior to the distribution of the November payroll, except for authorized deductions for first-year teachers, delivered after the distribution of the November payroll whose deductions will be made in equal installments computed in accordance with the number of pay periods remaining in that school year.

2. The Association will certify to the Board in writing the current rate of membership dues. The Association will give the Board thirty (30) days written notice prior to the effective date of any change in the rate of dues.

3. No later than October 15 of each year, the Board will provide the Association with a list of those teachers from whom dues were deducted on the September payroll. The Board will provide a similar list from the November payroll not later than December 15.

4. In the event that a teacher terminates employment, the Board shall deduct the balance of the unpaid dues for the current membership year from the teacher's final pay check and transmit these dues promptly to the Association.

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

1. 403b Programs

   a. A list of companies authorized to offer 403b products to the employees of the Board will be made available to all employees by September 1 of each fiscal year beginning July 1. The number of authorized companies for which payroll deductions will be made will not exceed twelve (12). In order to be eligible for inclusion on this authorized list, the insurance companies must meet the following criteria:

      (1) A company must submit a written explanation of their product and a copy of the actual salary reduction document to be used between the company and the individual employee to the insurance council.

      (2) The insurance council will recommend to both the Board and the Association companies which should be on the authorized list.

      (3) When a new company is added to the list before payroll deductions will begin, the company must sign up a minimum of ten (10) employees initially. Once the minimum number of employees is signed up, payroll deductions will begin as soon as practical. The company must sign up additional employees following the minimum participants schedule listed below for the first three (3) years:

         Year 1 – minimum of 15 employees.
         Year 2 – minimum of 30 employees.
         Year 3 – minimum of 50 employees.

      After year three (3), if at any time an authorized company drops below fifty (50) employees participating in their program for six (6) consecutive months, during the school year, it will be dropped from the authorized list of companies at the end of the particular fiscal year in which such event occurs.

2. Insurance Plans approved by the Association and the Board.

3. Teachers desiring payroll deductions for FERKO shall notify the Board in writing with fifteen (15) days notice.

4. Dues for the following administrative and supervisory professional organizations:

   a. National Association of Elementary Principals
   b. National Association of Secondary Principals
   c. Maryland Association of Elementary Principals
   d. Maryland Association of Secondary Principals
   e. Association of Supervision and Curriculum Development

C. The Board agrees to deduct charitable contributions from teachers' salaries only for charity fund drives approved by the Association and the Board when the teacher has duly authorized such deductions and has voluntarily determined the amount of such a contribution. No school or individual quotas will be established.

D. The rights and/or privileges granted to the Association by paragraph A of this Article will not be granted to any other teachers' group or organization during the term of this Agreement.

E. For twelve-month employees, all deductions, except Association dues, shall be made in twenty-four (24) equal installments.

F. FCTA-MSTA-NEA Voluntary Political Action Contributions (PAC) Deductions.

G. The Board and Association assume no financial obligation arising out of the provisions of this subsection.

H. Beginning in 1998, the insurance council shall study and make recommendations concerning the following but not limited to health insurance benefit design and cost for active and retired employees, dental insurance design and cost, life insurance, and 403b programs.

ARTICLE XVII - INSURANCE

A. The Board shall pay for each participating teacher each year the full premium cost of group medical, prescription, and vision unless waived by the teacher. The teacher may elect to add family coverage with the Board contributing each year an amount calculated to equal 60% of that year's premium for the Board's family coverage plan. Such insurance shall include but not be limited to, the following benefits:

   The specifications and benefits are identified in the CareFirst – Blue Cross/Blue Shield Triple Option Point of Service Program and the Eckard Health Services Prescription Drug Plan, as in effect July 1, 2000, and hereto appended to this agreement.

B. 1. The Board shall pay for each teacher the full cost of term life insurance including accidental death and dismemberment equal to twice the teacher's salary to the nearest $1,000 of salary with a minimum coverage of $10,500.

   2. The Board shall make available to all eligible employees, at the employee's expense, the option to purchase supplemental life insurance for themselves. Eligible employees may also purchase, at their expense, additional life insurance for their dependents up to the approved plan maximum.

C. Comprehensive general liability coverage will be provided for bodily injury, personal injury, or property damage, as specified in the Board's policy.

   1. The Board, through its insurance company, will agree to investigate, defend, and pay any claim - if found legally liable - resulting from alleged bodily injury or property damage occurring out of the course of one's assigned duties.

2. Coverage will be extended to include personal injury arising out of false arrest, libel, slander, defamation of character, invasion of privacy, wrongful entry or eviction, and incidental malpractice related to student health services and psychological services performed by employees and in the course of their assigned duties.

D. The Board shall contribute 100% of the premium cost per participating teacher, unless waived by the teacher, for the purpose of a dental plan each year.

1. The selection of the plan and determination of benefits to be bid shall be the duty of the insurance council as per paragraph E. of this Article.

2. The specifications and benefits are identified in the CareFirst – CareFirst Administrator – Health Systems Inc. Dental Program as in effect July 1, 2000, and hereto appended to this Agreement.

3. Dental Benefits Providers Inc. – as of July 1, 2000. Only those employees enrolled in this program during the 1999-2000 school year can continue to participate in this program.

E. The insurance council shall be composed of four (4) representatives of the Association and four (4) representatives of the Board of Education.

1. The insurance council shall meet within a reasonable time after a request of either party to discuss, study, and report on suggestions pertaining to the employee benefit plans and costs. Minutes of such meetings shall be available to all members of the council.

2. Association representatives on the insurance council shall be released from school duties for meetings of the insurance council without loss of salary whenever it is jointly decided to hold such meetings during the school day.

3. The insurance council will:

- Monitor monthly financial reports.
- Note trends and extraordinary claims experience.
- Track the status of the reserves.

F. The specific insurance coverages shall be listed in the employee benefit plan description booklet, which will be updated at the conclusion of these negotiations. The coverages shall not be modified, except with a written notice of thirty (30) days in advance of the proposed changes to the FCTA. Approval by both the Board and FCTA Executive Board will be required prior to implementation.

G. The Board shall exercise all of its rights under the third party contracts with insurance providers to assure that all specifications are met by these providers.

H. Beginning in 1998, the insurance council shall study and make recommendations concerning the following but not limited to health insurance benefit design and cost for active and retired employees, dental insurance design and cost, life insurance, and 403b programs.

ARTICLE XVIII - TERMINAL PAY

A. Teachers presently employed at the time of retirement or death while under contract, shall receive terminal pay at the rate of forty percent (40%) of the accumulated sick leave at the final regular rate of pay. To be eligible, the teacher must have served ten (10) years in the Frederick County schools. Upon death, tenured teachers shall receive this benefit regardless of years of service.

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

ARTICLE XIX - REIMBURSEMENT FOR EDUCATION EXPENSES

A. The Board shall reimburse professional personnel holding the Standard Professional Certificate for tuition costs incurred in a program leading to:

- the Advanced Professional Certificate, or
- a Master's Degree, or
- a Board of Education approved Doctorate, or
- an additional endorsement to the SPC in a teaching area declared to be one of a critical shortage by the executive director of human resources.

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

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

The maximum number of semester hours reimbursed shall be nine (9) per year.

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

B. Salary adjustments earned as a result of increased professional training shall be made effective February 1, July 1, and September 1. Credits for such adjustments must be earned prior to the above mentioned dates. If evidence of successful completion is received within thirty (30) days of the above dates, salary adjustments will be retroactive to that adjustment date.

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

Filing Deadlines:

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

D. The Board shall reimburse professional personnel holding the Advanced Professional Certificate tuition costs for courses that are required by the state or by the Board in order to meet certification requirements. The rate of reimbursement will be the same as described in Section A of this Article to a maximum of three (3) semester hours per year.

E. The Board shall recognize courses, programs, and degrees from institutions which have accreditation accepted by the Maryland State Department of Education.

ARTICLE XX - SICK LEAVE

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

B. Full-time teachers whose sick leave has been exhausted and who have been employed by the system for five (5) years or more may request that the Board consider granting ten (10) days beyond their annual allotment (total of twenty (20) days) for one (1) year.

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

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

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

E. Requests for sick leave from teachers because of illness in the family shall be construed to mean illness of a member of the immediate household. Immediate household is limited to the same principal permanent residence as the employee

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

F. Teachers who are absent from work five (5) or more consecutive school days may be requested to submit a doctor's certificate to the finance office stating that they were unable to report for work; however, the superintendent may require justification of absence(s) whenever there is reasonable cause to believe an absence(s) is/are not bonafide.

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

ARTICLE XXI - SICK LEAVE BANK

A. All teachers on active duty in Frederick County are eligible to contribute to a sick leave bank. Contributors will be permitted to use the bank for payment of prolonged, catastrophic, incapacitating, personal illness, injury or quarantine of the teacher during the regularly scheduled duty days, which illness, injury, or quarantine is not likely to permanently disable the teacher.

B. Annual rates of contribution shall be as determined by the Association and certified to the superintendent prior to July 1 of each year. Sick leave properly authorized to the bank for contribution will not be returned if the member effects cancellation. Cancellation, on the proper form, may be elected at any time and the member shall not be eligible to use the bank as of the effective cancellation date.

C. Contributions shall be made between July 1 and October 1. Members returning from extended leave will be permitted to contribute to the bank within thirty (30) days of return to work. New teachers will be permitted to contribute to the bank within thirty (30) days after employment.

D. The bank can be used on the first scheduled duty day for the member who contributed. The approval committee, upon receipt of a request for days, shall immediately forward to the human resources office a copy of said request. The human resources office shall within five (5) days inform the committee in writing of any concerns or information that may have a bearing on the committee's decision. The maximum number of sick days that can be granted in connection with any single occurrence of an illness or complications arising from such an occurrence will be equal to one (1) work year. If a member is still unable to return to work after exhaustion of all bank benefits, unpaid leave shall be made

available in accordance with Article XXVI, Paragraph I. In lieu of said unpaid leave, the member, at his/her option, may apply for disability retirement benefits; however, in the event that a member who has been retired due to disability desires to return to active duty upon the expiration of such disability retirement benefits, the Board agrees to assign the member to a position in accordance with Article XXVI, Paragraph K. In no case will the granting of leave from the bank cause a member to receive more than the annual salary.

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

F. An approval committee, appointed by the president of the Association, shall have the responsibility of receiving requests, verifying the validity of requests, recommending approval or denial of the request, and communicating its decision to the member and the human resources office. The committee shall develop its rules of procedures and shall give wide distribution to said rules upon approval of the executive committee of the Association and the superintendent.

G. Upon receipt of the decision of the approval committee, the human resources office shall verify that the request is within the limits of the bank balance, that the applicant's accumulated sick leave has been exhausted, and that the applicant's illness is prolonged, catastrophic, incapacitating and personal. The decision of the approval committee shall be approved by the human resources office unless the decision of the approval committee is arbitrary or capricious. Upon issuance of such approval, the human resources office shall forward the bank grant to the division of payroll.

H. Any disputes arising from this Article shall be expedited through the grievance procedure provided herein, except that the American Arbitration Association's expedited labor arbitration rules shall govern the proceedings.

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

ARTICLE XXII - FCPS-FCTA FAMILY CRISIS LEAVE EXCHANGE

The purpose of the Family Crisis Leave Exchange is to provide sick leave to certificated employees after their accumulated sick leave, personal leave, annual leave and any other leave available to them has been exhausted. The exchange is intended solely for situations that are catastrophic and life threatening to members of the immediate family that require the employees to be temporarily absent from their assignment. This leave is not available for the employees' personal illness or injury. The exchange will be funded by voluntary contributions of leave from certificated employees. The exchange shall be in effect as of November 7, 1997.

Rules

1. A request for leave may be requested only in connection with a catastrophic and life threatening illness or injury of a member of the immediate family as defined as follows, or one that stands in the same status as determined by the administrating committee. Immediate family means the employee's spouse, child, parent.
2. The employee shall not be gainfully employed in any other capacity during the covered period.
3. Maximum grant shall be fifty (50) workdays.
4. A family may receive a maximum grant only once in any three (3) year period.
5. Contributors are limited to a maximum contribution of one (1) earned day in any individual case.

Procedures

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

11. Donated days will be granted in the order they were received.

12. Should the applicant reach the maximum grant or return to work, or should he/she qualify for any other leave, any remaining contributions shall be returned to those who contributed them in the reverse order they were received. The exchange balance shall remain at zero (0) until the next request.

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

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

    Committee Term: 2 years - terms should be staggered.

ARTICLE XXIII - EMPLOYEE PROTECTION

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

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

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

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

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

ARTICLE XXIV - WORK YEAR

A. Returning ten-month teachers shall work 188 days. New teachers shall work 189 days.

B. Returning eleven-month teachers shall work 208 days.

C. Returning twelve-month teachers shall work 243 days.

D. Returning administrative and supervisory personnel shall work 243 days.

E. Prior to the opening of school, there shall be two (2) in-service days for all teachers and an additional in-service day for new teachers. One pre-school day shall be a teacher workday.

F. One in-service day shall be scheduled during the school year.

G. One duty day shall be scheduled immediately following the close of the ten-month pupil school year.

ARTICLE XXV - TEMPORARY LEAVES OF ABSENCE

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

   1. Each ten-month, eleven-month, and twelve-month teacher shall be credited annually with two (2) days to be used for personal leave. Teachers shall notify the immediate superior in writing of intent to use such leave. In case of emergency, when such prior notice cannot be given, the superintendent may require evidence that an emergency existed.

   2. Unused personal days may be accumulated to a maximum of ten (10) days. Unused leave in excess of ten (10) days shall be credited to accumulated sick leave. Leave must be taken in no less than one half (1/2) day increments.

   3. Except when approved by the superintendent or designee, personal leave shall not be used the day before or after a holiday or vacation, or on an inservice day or parent conference day, or at the beginning of the school year, or during the last two (2) days of the ten-month teachers' work year. Consideration will be given to the overall impact to the educational program and delivery of services prior to granting approval. Specifically, the superintendent or designee shall also take into consideration the following:

      - The availability of substitutes.
      - How many requests from that particular individual in the past, and whether this request represents an emergency when the individual has been approved for the exception in the past.

   4. Time necessary for jury duty.

   5. Time necessary for appearances in any legal proceedings connected with employment.

B. Bereavement Leave

   1. Up to five (5) days at any one time in the event of the death of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, sister-in-law, brother-in-law, and those who stand in the same status as determined by the executive director of human resources. Except in unusual circumstances, days will be used consecutively.

   2. A teacher will be granted up to three (3) days at any one time in the event of the death of a grandfather, grandmother, grandchild, grandfather-in-law, grandmother-in-law, aunt, or uncle, and those who stand in the same status as determined by the executive director of human resources. Except in unusual circumstances, days will be used consecutively.

3. A teacher will be granted one (1) day in the event of the death of a niece or nephew and those who stand in the same status as determined by the superintendent.

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

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

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

Each curricular area shall have an allocation of professional days proportional to the total number of teachers in that area. A notification of the allocation of those days will be submitted to the FCTA at the beginning of each school year. A final report of the actual usage of these days will be provided for the FCTA at the end of each school year.

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

F. A temporary leave of absence without pay due to personal disability, including pregnancy, shall be granted a teacher by the Board as follows:

1. The teacher has exhausted sick leave and is still disabled.
2. Medical verification of the disability shall be submitted by the teacher to the human resources office on the Board medical disability form.
3. The human resources office shall establish the specific leave time for each teacher. Normally, this time shall not exceed two (2) months although exceptions may be granted by the human resources office.
4. Employer health, life, and dental premiums shall be paid by the Board during the temporary leave.

G. The Board may ask an employee requesting leave to explain the reasons for the leave so that the Board can determine if the leave qualifies as Family and Medical Leave Act leave.

ARTICLE XXVI - EXTENDED LEAVES OF ABSENCE

A. The Board agrees that up to two (2) teachers designated by the Association will, upon request, be granted a leave of absence without pay for the purpose of engaging in Association (local, state or national) activities. While on leave teachers shall keep their certificate current by meeting the Maryland State Department of Education requirements and course work.

B. A leave of absence without pay of up to two (2) years will be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs or accepts a Fulbright Scholarship.

C. A tenured teacher will be granted a leave of absence without pay for up to one (1) year for study. Additional leave may be granted at the discretion of the Board.

D. Military leave without pay will be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment, or to the spouse of any teacher who is so inducted or who enlists to join the teacher for the period of special training in preparation for duty overseas in combat zones.

E. 1. Maternity Leave

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

2. Adoption Leave

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

3. After one year, a request may be made in writing for a second year.
4. With at least ninety (90) days notice, a teacher will be granted paternity leave without pay not to exceed one (1) year.
5. The teacher shall have the option of continuing as a participant in the existing insurance benefit programs at the expense of the teacher, while on these leaves.

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

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

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

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

J. 1. Upon return from leave granted pursuant to Sections A, B, D, or H, of this Article, a teacher whose certificate status is current will be considered as if actively employed by the Board during the leave and will be placed on the salary schedule at the level the teacher would have achieved if the teacher had not been absent, provided, however, that time spent on said leaves will not count toward the fulfillment of the time requirements acquiring tenure. A teacher will not receive increment credit for time spent on a leave granted pursuant to Sections C, E, F, G, I, of this Article, nor will such time count toward the fulfillment of the time requirements for acquiring tenure.

2. All benefits to which a teacher was entitled at the time the leave of absence commenced (under Sections included in this Article), including unused accumulated sick leave and credits toward sabbatical eligibility, will be restored to the teacher upon return, and the teacher will be assigned to the same position held at the time the said leave commenced, if available or, if not, to a substantially equivalent position for which the teacher holds a valid certificate. Employees working in an out-of-area assignment at the time of leave may be placed upon return to an out-of-area assignment with no increase in the percentage of their time assigned out-of-area.

K. All requests for extended leaves of absence, extensions, or renewals of such leaves, will be in writing and the Board will make a written response to all such requests. Teachers on extended leave must give notice of intention to return to work by April 1.

L. Unless mutually agreed upon, teachers taking leave under any provisions of this Article will return only at the beginning of a school year.

M. Except for Sections D and G, teachers who take approved leaves under the provisions of this Article will have the option of belonging to the group insurance benefit programs at the expense of the teacher.

ARTICLE XXVII - SABBATICAL LEAVES

A. The purposes of a sabbatical leave are to enable a teacher to pursue an activity which will benefit the school system by enhanced professional competence, or to enable a teacher to perform in a critical area of need as well as benefit the teacher personally. Such activities might be study leading to a graduate degree with concentration in the individual's current teaching field and/or certification areas, or study leading to a bachelor degree for a non-degree vocational teacher; or study leading to a graduate degree with concentration in an area of specialization other than the current teaching field and/or certification areas; or travel.

B. Upon recommendation of the superintendent, sabbatical leaves will be granted up to ten (10) applicants per year. Requests for sabbatical leave must be received in writing by the superintendent between July 1 and December 1 of the year preceding the school year for which the leave is requested. All applications will receive equal consideration regardless of when submitted within the above time frame.

C. No applicant with an unsatisfactory rating on the prior year evaluation will be considered.

D. To be eligible, a teacher must have completed at least six (6) full years of active service in the Frederick County school system. A teacher who has completed a sabbatical will be considered only after all applicants who have not had a sabbatical.

E. An applicant who intends to study must register for a minimum of twelve (12) semester hours per semester unless an exception is granted by the executive director of human resources. After the sabbatical has been completed, the teacher shall present to the executive director of human resources adequate verification of the work or experience completed.

F. An applicant who intends to pursue a program other than formal study must present a comprehensive proposal of the proposed program. If the applicant is accepted for a sabbatical leave, the approved program can be changed only by written consent of the executive director of human resources prior to July 1 of the sabbatical year. After the sabbatical has been completed, the teacher shall present to the executive director of human resources adequate verification of program completion.

G. A teacher on sabbatical leave (either for one-half [1/2] of a school year or for a full school year) will be paid by the Board at fifty (50) percent of the salary rate which the teacher would have received if the teacher had remained on active duty, provided that such teacher agrees to return to employment in the Frederick County School System for a period of one (1) year. Should the teacher not return to the service of the Board, the teacher will be required to refund the salary granted for sabbatical leave.

H. Upon return from sabbatical leave, a teacher will be placed on the salary schedule at the level which the teacher would have achieved had the teacher remained actively employed in the system during the period of absence.

ARTICLE XXVIII - TEXTBOOKS, INSTRUCTIONAL MATERIALS AND SUPPLIES

A. The Board guarantees that it will provide sufficient textbooks to insure that when textbooks are being used, each pupil will have textbooks for personal use.

B. The Board agrees that it will provide sufficient instructional materials and supplies and adequate number of specialists so that teachers may fulfill their responsibilities in an adequate and professional manner.

C. Every teacher may submit requests for materials of instruction which will be reviewed by the appropriate administrative officers before arbitrary guidelines or percentages are established.

D. The Board agrees to adjust its purchasing procedures as necessary to insure that textbooks and other materials of instruction are received in the schools prior to the opening of school in September.

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

ARTICLE XXIX - PERSONAL INJURY/ILLNESS BENEFITS

A. Whenever a teacher is absent from school as a result of personal injury or occupational disease caused by an incident or assault occurring in the course of employment, the teacher will be paid the usual salary less the amount of Workers' Compensation award for a period not to exceed one full work year, and no part of such absence will be charged to the annual or accumulated sick leave. It is expected that the teacher shall return to work when no longer disabled.

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

ARTICLE XXX - DEPARTMENT CHAIRS AND TEAM LEADERS

A. A teacher who is selected to be in the instructional leadership role will be known as a department chair at the secondary level and team leader at the elementary level.

B. These positions shall have a written job description by July 1, 1989. The job description will clearly describe the responsibilities, duties, and the authority of the position. Acceptance of such position shall be voluntary.

C. Individuals holding these positions shall not participate in the observation, evaluation, other teacher discipline, or recommend transfer decisions about other teachers.

D. Compensation for these positions shall be:

No. of Members on Team or Dept.

1-5	$575
6 or more	$725

Credit on the compensation scale for department chairs and team leaders will be assigned on a pro-rated basis according to individual teacher time assigned. The position allocations for each department and team will be totaled and rounded to the nearest whole number with 0.5 rounded to the next highest number and less than 0.5 being rounded to the next lowest number.

Beginning on July 1, 2000, elementary team leaders will be paid five (5) per diem days of pay instead of the above schedule.

Beginning on July 1, 2001, middle school team leaders and department chairs will be paid five (5) per diem days of pay instead of the above schedule.

Beginning on July 1, 2002, high school department chairs will be paid five (5) per diem days of pay instead of the above schedule.

The above schedule of $575 and $725 will be removed on July 1, 2002. ***Contingent upon the jointly established funding priorities.***

ARTICLE XXXI - FAIR DISMISSAL PROCEDURE

A. On or before May 1 of each year, the Board shall give to each nontenured teacher continuously employed since the preceding September 30, either:

1. A written offer of a contract for employment for the next succeeding year providing for the terms and conditions of employment as specified by law and the negotiated agreement between the Board and the Association for each succeeding year, or

2. A written notice that such employment shall not be offered.

B. In the absence of notification as mentioned in A.1. and A.2. of this Article, a teacher shall be considered re-employed.

ARTICLE XXXII - TEACHER RIGHTS

A. No teacher shall be disciplined or reduced in rank or compensation without cause.

1. Cause is defined as having a fair and honest reason regulated by good faith and based on reasonable grounds to justify taking an action. The Board is in compliance with the Article if the following procedures are followed.

   a. The teacher was given forewarning or had foreknowledge of the possible or probable disciplinary consequences of the teacher's conduct.

   b. The Board's rule or managerial order was reasonably related to 1) the orderly, efficient, and safe operation of the education function, and 2) the performance that the Board might properly expect of the teacher.

   c. The Board, before administering discipline resulting in reduction in rank or compensation, made an effort to discover whether the teacher did in fact violate or disobey a rule or order of management. No teacher shall be disciplined or be reduced in rank or compensation without cause.

   d. The Board's investigation was conducted fairly and objectively.

   e. Substantial evidence or proof was obtained that the teacher was guilty as charged.

   f. The rules, orders, and penalties have been applied without discrimination to all teachers.

   g. The degree of discipline administered was reasonably related to the seriousness of the teacher's offense and record of the teacher.

   h. Section A. will not apply to probationary teachers.

B. The Board, in carrying out its responsibilities under state statutes, will protect the confidentiality of all employees involved in a disciplinary action to the extent allowed by law.

C. If an administrator has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees, students, or the public. However, if immediate action is required, such action is exempt from this provision.

D. The Board and the Association shall not discriminate against any teacher on account of race, religion, color, national origin, marital status, sex, or age.

ARTICLE XXXIII - ACTIVITY COMPENSATION - ATHLETIC DIRECTORS

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

B. The following principles of activity pay will govern eligibility, selection, and compensation of personnel for such assignments:

1. Assignment for activity pay shall be made by the principal prior to the beginning of the school year, if possible, subject to the approval of the associate superintendent.

2. The specific activity and the number of teachers assigned to each activity in each school shall be determined by the principal with the approval of the associate superintendent; however, the number of activities and personnel assigned shall not be less than the number in effect in the 1979-80 school year, as long as there is sufficient student participation in the sport or activity.

3. An assignment for activity pay shall be made for the period of such activity and shall automatically terminate at the conclusion of the activity as verified by the principal. All teachers receiving compensation for activities which occur beyond the school day shall be notified of their status for the coming year thirty (30) days after the completion of their activity as verified by the principal. A principal who has concerns with the performance of an individual conducting an activity compensation position shall notify the individual, immediately, in writing, as to the specific concerns and recommendations to correct those concerns. These activity compensation and athletic director positions are nontenured positions.

4. Whenever a vacancy for a compensated activity position arises or is anticipated, and such position cannot be filled by teachers from within the school, it shall be advertised throughout the county school system, for at least fifteen (15) school days prior to the filing date when applications must be submitted. Such advertisement shall set forth a description of and the qualifications for the position, including duties and salaries. Teachers deciding to apply for such vacancy shall submit applications to the person(s) mentioned in the advertisement.

5. Each physical education teacher employed after July 1, 1981, may be required to coach one athletic extracurricular activity. All teachers seeking employment for these positions shall be informed of this provision of the Agreement.

6. Teachers who decide to apply for vacancies during the vacation period shall submit their applications in writing to the principal and human resources office.

7. Payment for the activity shall be rendered to the teacher in one lump sum upon the completion of the activity as verified by the principal. The teacher shall be notified of the amount paid for each activity with the check in which such payment is made.

8. For income tax withholding purposes, activity pay shall be subject to withholding at the most favorable rate allowed by rules and regulations of the Internal Revenue Service and the State of Maryland.

9. Any teacher may suggest a change in an existing position or the creation of a new position in writing to the building principal. When the need for a new position, or change in an existing position occurs, the principal/supervisor will submit a job description and a request for such position to the appropriate assistant superintendent. If approved, the request will be submitted to the executive director of human resources for classification. The executive director of human resources will submit a recommendation for classification to the superintendent for approval. The employee will be notified of the superintendent's, or his/her designee's, decision in a timely manner.

10. All extracurricular activity positions shall have minimum job descriptions developed by the superintendent.

11. Any teacher receiving compensation during the 1985-86 school year shall not receive a reduction in compensation for the same activity as a result of the implementation of this schedule.

12. Credit for experience is based on the number of years as a head or assistant coach or sponsor at the high school or higher level.

13. Outdoor School: Should overnight stays at the outdoor school be reestablished the Board and FCTA shall meet to negotiate the stipend.

14. The activity compensation pay schedule shall be increased by the same percentage increase as the ten-month teacher pay scale.

15. 2001-02 Activity Compensation Schedule shall follow.

16. 2001-02 Athletic Director Pay Schedule shall follow.

FREDERICK COUNTY PUBLIC SCHOOLS
ACTIVITY COMPENSATION SCHEDULE 2001-2002

CLASS I	A.	B.	C.	D.
Football	2,290	2,364	2,809	3,474
Assistant Football	1,719	1,772	2,105	2,605
Basketball	2,290	2,364	2,809	3,474
Assistant Basketball	1,719	1,772	2,105	2,605

CLASS II	A.	B.	C.	D.
Soccer	1,617	2,112	2,388	2,815
Assistant Soccer	1,215	1,584	1,792	2,104
Gymnastics	1,617	2,112	2,388	2,815
Assistant Gymnastics	1,215	1,584	1,792	2,104
Hockey	1,617	2,112	2,388	2,815
Assistant Hockey	1,215	1,584	1,792	2,104
Volleyball	1,617	2,112	2,388	2,815
Assistant Volleyball	1,215	1,584	1,792	2,104
Wrestling	1,617	2,112	2,388	2,815
Assistant Wrestling	1,215	1,584	1,792	2,104
Baseball	1,617	2,112	2,388	2,815
Assistant Baseball	1,215	1,584	1,792	2,104
Softball	1,617	2,112	2,388	2,815
Assistant Softball	1,215	1,584	1,792	2,104
Track	1,617	2,112	2,388	2,815
Assistant Track	1,215	1,584	1,792	2,104
Athletic Trainer	1,617	2,112	2,388	2,815
Drama	1,617	2,112	2,388	2,815
Assistant Drama	1,215	1,584	1,792	2,104
Swimming	1,617	2,112	2,388	2,815
Assistant Swimming	1,215	1,584	1,792	2,104
High School Marching Band	1,617	2,112	2,388	2,815
High School Assistant Marching Band	1,215	1,584	1,792	2,104
Cross Country	1,617	2,112	2,388	2,815
Tennis	1,617	2,112	2,388	2,815
Indoor Track	1,617	2,112	2,388	2,815
Cheerleader	1,617	2,112	2,388	2,815
Assistant Cheerleader	1,215	1,584	1,792	2,104
Lacrosse	1,617	2,112	2,388	2,815
Assistant Lacrosse	1,215	1,584	1,792	2,104

CLASS III	A.	B.	C.	D.
Golf	1,293	1,617	1,792	1,962
Academic Tournament	1,293	1,617	1,792	1,962
Mock Trial	1,293	1,617	1,792	1,962
High School Yearbook	1,293	1,617	1,792	1,962
High School Vocal	1,293	1,617	1,792	1,962
High School Student Council	1,293	1,617	1,792	1,962
*High School Concert Band	1,293	1,617	1,792	1,962

* The 1998-99 employees in the High School Concert Band positions are to be "grandfathered" and remain in Class II. All new employees to this position will be placed in Class III effective July 1, 1999.

A— 1, 2, 3 years of experience
B— 4, 5, 6 years of experience
C— 7, 8, 9 years of experience
D— 10+ years of experience

FREDERICK COUNTY PUBLIC SCHOOLS
ACTIVITY COMPENSATION SCHEDULE 2001-2002

CLASS IV	A.	B.	C.	D.
Senior Class Advisor	961	1,065	1,257	1,490
Junior Class Advisor	961	1,065	1,257	1,490
Newspaper Advisor	961	1,065	1,257	1,490
Middle School Instrumental	961	1,065	1,257	1,490
Middle School Vocal	961	1,065	1,257	1,490
Student Service Coordinator	961	1,065	1,257	1,490
Middle School Student Council	961	1,065	1,257	1,490
National Honor Society	961	1,065	1,257	1,490
Math Counts – Middle School	961	1,065	1,257	1,490
Orchestra	961	1,065	1,257	1,490

CLASS V	A.	B.	C.	D.
Elementary Vocal	341	355	370	406
Elementary Instrumental	341	355	370	406
Forensics	341	355	370	406
Future Teacher Advisor	341	355	370	406
Freshman Class Advisor	341	355	370	406
Sophomore Class Advisor	341	355	370	406
Middle School Yearbook	341	355	370	406
FBLA Advisor	341	355	370	406
FHA Advisor	341	355	370	406

Outdoor School	$45 per night

* The 1998-99 employees in the High School Concert Band positions are to be "grandfathered" and remain in Class II. All new employees to this position will be placed in Class III effective July 1, 1999.

A— 1, 2, 3 years of experience
B— 4, 5, 6 years of experience
C— 7, 8, 9 years of experience
D— 10+ years of experience

FREDERICK COUNTY PUBLIC SCHOOLS
ATHLETIC DIRECTOR SALARY SCHEDULE 2001-2002

PAYSCALE	BACHELOR'S DEGREE 1		APC/MASTERS DEGREE* 2		60-HOUR PROGRAM 3	
STEP	INDEX	12-MO	INDEX	12-MO	INDEX	12-MO
1.0	1.00000	37,539	1.07546	40,371	1.16977	43,911
2.0	1.00376	37,680	1.09446	41,084	1.18863	44,619
3.0	1.01007	37,917	1.10186	41,362	1.19369	44,809
4.0	1.05595	39,639	1.14781	43,087	1.23960	46,533
5.0	1.10186	41,362	1.19369	44,809	1.28549	48,255
6.0	1.14781	43,087	1.23960	46,533	1.33143	49,980
7.0	1.19369	44,809	1.28549	48,255	1.37734	51,703
8.0	1.23960	46,533	1.33143	49,980	1.42323	53,426
9.0	1.28549	48,255	1.37734	51,703	1.46917	55,151
10.0	1.33143	49,980	1.42323	53,426	1.51508	56,874
11.0	1.37734	51,703	1.46917	55,151	1.56097	58,597
12.0	1.42323	53,426	1.51508	56,874	1.60691	60,321
13.0	1.44969	54,419	1.56097	58,597	1.65282	62,044
14.0	1.44969	54,419	1.60691	60,321	1.69871	63,767
15.0	1.44969	54,419	1.65282	62,044	1.74462	65,491
16.0	1.44969	54,419	1.67568	62,903	1.76747	66,348
17.0	1.44969	54,419	1.69853	63,760	1.79033	67,206
18.0	1.44969	54,419	1.72141	64,619	1.81324	68,066
19.0	1.44969	54,419	1.74427	65,477	1.83609	68,924
20.0	1.44969	54,419	1.76712	66,335	1.85894	69,782
21.0	1.44969	54,419	1.78997	67,193	1.88183	70,641
22.0	1.44969	54,419	1.81285	68,052	1.90474	71,501
23.0	1.44969	54,419	1.83571	68,910	1.92753	72,357
24.0	1.44969	54,419	1.85855	69,767	1.95048	73,218
25.0	1.44969	54,419	1.88144	70,627	1.97327	74,074

ARTICLE XXXIV - JOB SHARING

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

A. Workload

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

B. Salary

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

C. Benefits

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

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

E. Retirement

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

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

ARTICLE XXXV - GRIEVANCE PROCEDURES

A. Definitions

1. Grievance

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

2. Aggrieved person

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

B. Purpose

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

C. Procedure

Informal Level

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

Level One

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

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

Level Two

1. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) days after the presentation of the written grievance, the teacher may file the grievance in writing with the Association within ten (10) days after the receipt at Level One.

2. If it so decides, the Association may refer it to the superintendent no later than fifteen (15) days after the receipt at Level One.

3. Within ten (10) days of the receipt of the grievance, the superintendent shall inform the Association and the aggrieved person of the decision and shall provide a statement in writing of the reasons for the decision.

Level Three

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

D. Selection of Arbitrator

1. If the Association and the Board are unable to agree upon the selection of an arbitrator within seven (7) calendar days after the Association's notice of appeal to arbitration, the Association shall submit the grievance to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

2. The jurisdiction of the arbitrator shall be confined to the express provision or provisions of this agreement at issue between the Association and the Board. The arbitrator shall have no authority to modify any provision, or to hear or decide on more than one grievance without the mutual consent of the Board and the Association. The decision of the arbitrator shall be final and binding on the aggrieved person, the Association, and the Board.

E. Miscellaneous

1. The number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite this process. The time limits, however, may be extended by mutual agreement.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school

year, the time limits set forth herein shall be waived to that the grievance procedure may be exhausted as soon as it is practicable following the end of the school year.

3. The Association and the Board shall each bear its own expenses in these arbitration proceedings, except that they shall share equally the fee and other expenses of the arbitrator in connection with the grievance submitted.

4. By mutual agreement of the Association and the Board, the time limits stated herein may be compromised to allow the collection of pertinent information and in the interest of prudent resolution of the grievance.

5. If a grievance affects a group or class of teachers, it may be initially filed with the superintendent at Level Two.

6. Any aggrieved person may be represented at all stages of the grievance procedure alone or, with a representative(s) selected or approved by the Association, and the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

7. No reprisals of any kind shall be taken by the Board or by any member of the administration against any aggrieved person, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

8. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

9. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent and the Association.

10. All meetings and hearings under this procedure shall not be conducted in public and shall include only the grievant(s), the superintendent, and their designated representatives.

11. Should the investigation or processing of any grievance require that a teacher be released from regular assignment, the teacher shall be released without loss of pay or benefits.

ARTICLE XXXVI - GENERAL PROVISIONS

A. If a provision of this Agreement or any application of this Agreement to any teacher or group of teachers is held to be contrary to law or a court, then such provisions or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

B. This Agreement constitutes Board policy for the term of said Agreement, and the Board will carry out the commitments contained herein and give them full force and effect as Board policy. The Board will amend its written policies and take

such other action as may be necessary in order to give full force and effect to the provisions of this Agreement. The Association agrees to abide by all provisions of this Agreement and to use every effort to inform and advise teachers in carrying out its provisions.

C. A copy of this Agreement will be given to each teacher in the negotiating unit by the Board.

D. Negotiations for the successor Agreement shall begin no later than December 1 preceding the expiration date of this Agreement.

E. If upon request of either party the state superintendent of schools determines from the facts that an impasse is reached in negotiations between a public school employer and an employee organization designated as an exclusive negotiating agent, the assistance and advice of the state board of education may be requested, with the consent of both parties. In the absence of such consent, upon the request of either party, a panel shall be named to aid in the resolution of differences. Such panel shall contain three persons, one to be appointed by each party within three (3) days, and the third to be selected by the other two within ten (10) days from the date of such request. If the parties are unable to agree upon a third panel member or obtain a commitment to serve within the specified period, a request for a list of possible panel members may be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of a third panel member. The state board of education, or the panel selected, shall meet with the parties to aid in the resolution of differences and, if the matter is not otherwise resolved, shall make a written report and recommendation within thirty (30) days from the date of said request. Copies of such report shall be sent to representatives of both the public school employer and the employer organization. All costs of mediation shall be shared by the public school employer and the employee organization.

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

G. If the Maryland Court of Appeals rules that class size is a legal subject of bargaining, Article XXVII (Class Size) in 1988-89 shall be reinstated.

ARTICLE XXXVII - DURATION

This Agreement shall remain in full force and effect from July 1, 2001, to midnight June 30, 2004, and incorporates the entire understanding of the parties on all matters which were the subject of negotiations; and, during the term of the Agreement, neither party will be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

The parties will meet on or before December 1, 2001, and again on or before December 1, 2002, they will meet to negotiate for the periods of July 1, 2002 to June 30, 2003, and July 1, 2003 to June 20, 2004, respectively for the following articles:

Article V	Salaries
Article VI	Limitation of Duties
Article VIII	Teacher Evaluation
Article XVI	Deductions from Salary
Article XVII	Insurance
Article XV	Workshops/Summer School/Summer Academy
Article XXX	Department Chairs and Team Leaders
Article XXXIII	Activity Compensation-Athletic Directors
	School Improvement Teams

Each party may open negotiations on two (2) additional subjects during each reopener.

The parties will meet on or before December 1, 2003, to negotiate a successor agreement with an effective date of July 1, 2004.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed by their duly authorized officers this 13th day of June, 2001.

FREDERICK COUNTY BOARD OF EDUCATION

RONALD W. PEPPE, II, PRESIDENT

JACK D. DALE, SUPERINTENDENT

JAMIE CANNON, CHIEF NEGOTIATOR

FREDERICK COUNTY TEACHERS ASSOCIATION

NANCY DIETZ, PRESIDENT

JON EVANS, VICE PRESIDENT & NEGOTIATIONS CHAIR

STEPHEN LENZO, CHIEF NEGOTIATOR