

NEGOTIATED AGREEMENT
BETWEEN THE
FREDERICK COUNTY TEACHERS ASSOCIATION
AND THE
BOARD OF EDUCATION OF FREDERICK COUNTY
MARYLAND



SCHOOL YEARS

2011–2014

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. New teachers shall work 190 days and be assigned additional days prior to the first duty day to the extent required by FCPS and contingent on funding. Such days will be calculated at per diem rate of pay. Their first payday shall be the last workday of August. Current teachers invited to participate shall be compensated at workshop rate of pay.

- B. Returning ten-month teachers shall work 190 days.

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

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

- E. Prior to the opening of school, there shall be two (2) professional days for all teachers and an additional professional day for new teachers. There will be one (1) teacher workday prior to the first day for students and one (1) teacher workday immediately following the last day for students.

- F. On professional days, teachers are involved in individual, team, school, and systemic activities that provide a high quality instructional program. Time on these days may also be used for conferencing with students and parents, as necessary, to ensure adequate academic progress through the year.

- G. Teachers will be provided a day at the end of each quarter to focus on evaluation of student work, completing report cards, individual planning for instruction, working collaboratively with colleagues or other professional development activities associated with school system priorities as determined by the school improvement team. Deviations will only occur when there are systemic requirements.

- H. The Board will annually evaluate and determine the designation of up to seven (7) school days on which students will either arrive two (2) hours late or be dismissed two (2) hours early in order to provide that time for teachers to conduct individual planning for instruction, evaluate student work, and/or work collaboratively with colleagues.

- 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.
- 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 (1) full work year, and no part of such absence will be charged to the annual or accumulated sick leave. It is expected that the teacher shall return to work when no longer disabled.
- B. A teacher who is physically unable to report for duty, as a result of an injury in the line of duty, may be placed on workers' compensation leave at full salary provided the teacher seeks the initial workers' compensation assessment from a physician who is among a list of comprehensive preferred providers such as *Health at Work* in Washington County; *Corporate Occupational Health Solutions* in Frederick County; and like facilities in the following Maryland counties of Carroll, Howard, and Montgomery, as well as Jefferson County, West Virginia and Adams County, Pennsylvania.

If a teacher elects to seek an assessment from a physician who is not among the list of preferred providers, the unit member will be entitled to receive the benefit mandated by the workers' compensation law of Maryland but will not be entitled to the benefits in this section for full salary.

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

ARTICLE XXX - EXTENDED LEARNING/LEADERSHIP RESPONSIBILITIES

- A. A teacher who is selected to provide school improvement and/or instructional leadership or extended learning opportunities is known as either a department chair, a team leader, a teacher leader, and/or an extended learning teacher.
- B. These positions shall have a written job description. The job descriptions for these positions will clearly describe the responsibilities, duties, qualifications, and the authority of the position. Acceptance of such position shall be voluntary and assigned annually.
- C. Individuals holding these positions may mentor or coach other teachers but shall not participate in the formal observation, evaluation, other teacher discipline, or recommend transfer decisions about other teachers. In this scenario, both parties are willing participants.
- D. Compensation for these positions shall be either a minimum of five (5) per diem days of pay or an alternative work year beyond the ten-month teacher calendar. Regularly assigned eleven- and twelve-month teacher positions are not considered alternative work year assignments (i.e., agriculture teachers, school counselors, and athletic directors). Principals/supervisors may adjust the work week schedule for twelve-month teachers serving on school improvement teams when meeting times occur beyond the teacher's regularly scheduled work day.