
**NEGOTIATED
AGREEMENT**

between the

BOARD OF EDUCATION OF
WASHINGTON COUNTY

and the

WASHINGTON COUNTY
TEACHERS ASSOCIATION, INC.

Effective July 1, 2005

Board of Education of Washington County
Hagerstown, Maryland 21740

- 5.13 Monitoring Duties** - The Board and the Association agree that professionals shall be relieved of monitoring duties. Available assistants shall be scheduled to perform monitoring duties in lieu of unit members whenever possible and wherever appropriate.
- 5.14 Special Class Supervision** - Unit members will not be expected to assume responsibility for the supervision of their pupils when special unit members are regularly scheduled to work with the full class. However, the principal may, because of unusual circumstances, determine that the regular unit member should remain on duty.
- 5.15 Planning Time** - Elementary unit members, Kindergarten and above, will be provided not less than 225 minutes of planning time per week in not less than thirty (30) minute blocks of time scheduled during the student day. Every effort will be made to provide secondary unit members with five (5) planning periods per week, provided, however, that such unit members will have not less than two hundred twenty-five (225) minutes of planning time per work week scheduled during the student day.

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

Department Leader planning time will be at least 225 minutes per work week. Planning time will be provided in blocks of at least thirty (30) minutes.

At the elementary level, additional time shall be provided to each school to be utilized by teachers for the purposes of working on assessments, grading, data analysis and related activities. The time shall be allocated within the school by a committee consisting of the principal and one representative of each grade level chosen by the grade level teachers. Allocated time shall be compensated at the individual's per diem rate.

- 5.16 Workers' Compensation Claims** – Any unit member whose Workers' Compensation claim, arising out of their employment with the Board of Education, is "compensable" under the Workers' Compensation Laws of Maryland will be paid full salary for thirty (30) work days, or for the number of days in the unit member's sick leave account, whichever is greater, less the amount of any Workers' Compensation payments, awards or other insurance benefits, provided

that the basis for the claim is reported to the Board within seventy-two (72) business hours. At the conclusion of the period described above, the unit member will be paid the amount allowed under the Workers' Compensation Laws of Maryland. The unit member's sick leave account balance will not be affected during such a period.

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

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

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

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

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