

JULY 1, 2018 – JUNE 30, 2019
ADDENDUM TO NEGOTIATED AGREEMENT
between
FREDERICK COUNTY TEACHERS ASSOCIATION
and
BOARD OF EDUCATION OF FREDERICK COUNTY

The parties, by their signatures below, agree to amend the Agreement in accordance with the following terms for the 2018-19 school year:

PROFESSIONAL DEVELOPMENT LANGUAGE – ARTICLE # TO BE DETERMINED

- 1. A school-based professional learning plan, aligned with the schools Continuous School Improvement (CSI) Plan will be jointly developed by the CSI team and the school administration with input from the faculty and staff. The professional learning plan will be shared with the faculty.**
- 2. After the plan is developed, additional recommendations for procedures and specific training options may be submitted to the principal. CSI Plans, which includes the professional development plan, are dynamic and are adjusted based on student performance data and ongoing data analysis.**
- 3. School based professional development may be differentiated and consider teacher experience, content, and assignment. Teachers are encouraged to present alternative plans for professional learning to administrators for consideration of approval.**

ARTICLE XXXII - 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~~ **not fewer than 2.5 days and** not greater than **10 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 workweek schedule for twelve-month teachers serving on school improvement teams when meeting times occur beyond the teacher's regularly scheduled workday.

~~E. In order to support the continuous improvement process in schools, different leadership models may be created. Prior to enacting any change, such decision will be reviewed to determine if it is contrary to the current negotiated agreement, using the following process:~~

- ~~1. The school principal will submit a written request to the executive director of School Administration and Leadership outlining goals and rationale.~~
- ~~2. The executive director of School Administration and Leadership will notify FCTA to schedule a meeting to discuss the request.~~
- ~~3. If it is determined that the current collective bargaining agreement precludes the implementation of the decision, joint agreement would have to be reached to either modify the existing negotiated agreement or to pilot the change.~~

ARTICLE II – RIGHTS AND PRIVILEGES

V. Fair Share Representation Fee

~~1. Pursuant to §6-407 of the Education Article, Annotated Code of Maryland, employees hired after July 1, 2015 shall, as a condition of employment, be required to either join the Association or pay a representation fee in an amount not to exceed the membership dues in the Association and its affiliates. Any unit member electing not to join the Association shall be required to pay the representation fee. Prior to October 1, the Association shall notify the Board of Education of those unit members that have elected not to join the Association. The Board shall deduct such representation fee from employees' payroll checks in the same manner as FCTA dues are deducted, pursuant to this agreement and Article XX, provided employees give written consent. Human Resources staff will work with FCTA to facilitate completion of forms.~~

~~2. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits and any other form of liability that shall arise out of or by reason of action taken or not taken by the Board for the purposes of complying with any of the provisions of this paragraph. If any provision of this paragraph is held to be in violation of any state or federal law, said provision shall be deemed be modified to bring it into compliance with said law.~~

ARTICLE VI – SALARIES

Full implementation of Year 3 transition to the new salary scale as found on pages 45 through 60 of the 2017-2020 Negotiated Agreement Appendix A.

N. Salary Schedules

8. For teachers with Professional and Trades (formerly Trades and Industry) certificates ~~who do not have a bachelor's degree~~, all credits necessary to qualify for lane advancement may be undergraduate or MSDE credits.

All coursework taken by current teachers must be approved by Human Resources prior to registration.

ARTICLE XXIII - REIMBURSEMENT FOR EDUCATION EXPENSES

- A. The Board shall reimburse professional personnel for tuition costs incurred in a program leading to:
- the Advanced Professional Certificate, or Master's equivalency
 - 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, or
 - certification requirements under provisions established under federal law (i.e., No Child Left Behind); or
 - ~~certifications and/or licensures that are required to teach FCPS offered courses.~~

The Board shall reimburse license renewal fees for teachers required to hold a license from the Department of Health and Mental Hygiene.

The Board shall reimburse teachers who hold a Professional and Technical Educator certificate (PTE or T&I) and teach professional and technical courses at the Career and Technical Center or other FCPS locations for license fees required by FCPS to teach those courses.

With the exception of paragraph D below, 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 course work up to the maximum 36 credits.

Under this Article, current teachers are eligible to receive tuition reimbursement for a maximum of nine (9) credits per year.

The maximum amount which the Board shall reimburse for tuition shall be an index rate based on the average current graduate tuition charged at Hood College, McDaniel College, Frostburg State University and Mount St. Mary's University*, except that this tuition reimbursement limit shall not apply to teachers who, as of June 30, 1994, were accepted into an approved Master's 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. * Note: Fall 2018 semester the average per credit is \$472. These graduate schools represent the top four local universities/colleges utilized by FCPS employees seeking coursework reimbursement.

The maximum tuition reimbursement per year shall be at the cost of nine (9) credits at the index rate referenced above.

Courses and programs must be approved by the Human Resources Division thirty (30) days prior to registration for employees to receive reimbursement. If a course is denied, Human Resources staff will work with the employee to identify an acceptable alternative course. 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) workdays after the Human Resources Division has received all materials of verification.

Repayment Obligation – With the exception of extenuating circumstances, teachers who receive tuition reimbursement **or reimbursement for license fees** and leave employment within two (2) years of receiving reimbursement shall be required to repay the monies received. The employee may pay monies owed directly or they may have the amount deducted from their last paycheck. The entire obligation must be satisfied within six (6) months of the employee leaving FCPS.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed by their duly authorized officers this 11th day of July, 2018.

**BOARD OF EDUCATION OF
FREDERICK COUNTY, MARYLAND**

**FREDERICK COUNTY TEACHERS
ASSOCIATION**

Brad Young, President

Melissa Dirks, President

Theresa Alban, Superintendent

Jennifer Nguherimo, Chief Negotiator

Paula Lawton, Co-Chief Negotiator

Tracey Lucas, Co-Chief Negotiator