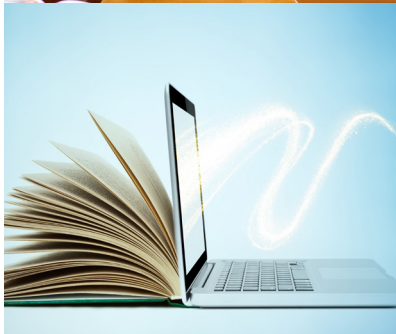


NEGOTIATED AGREEMENT



between the
**Board of Education
of
Washington County**

and the
**Washington County
Teachers
Association, Inc.**

2017-2022

**Effective
July 1, 2017**

WASHINGTON COUNTY PUBLIC SCHOOLS

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SECTION I: LABOR-MANAGEMENT RELATIONSHIP

Article 1 Recognition

Article 1.1 Unit Recognition

The Board of Education of Washington County, hereinafter referred to as the “Board,” recognizes the Washington County Teachers Association, Inc., hereinafter referred to as the “WCTA” and/or “Association,” as the exclusive negotiating agent for all certificated unit members, including all those paid on the salary scale in this Negotiated Agreement, pursuant to Title 6, Subtitle 4, Section 6-404 of the Education Article of the Annotated Code of Maryland.

Article 1.2 Part-time Employees

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

Article 1.3 Temporary Employees

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

A position opened as a result of leave granted in Article 23 shall not be covered by this section.

Article 1.4 Definitions

Unless otherwise indicated, the term “teacher(s)” or “employee(s)” or “unit member(s)” shall refer to all members of the negotiating unit and references to males shall include females.

Article 1.5 Partnership Agreement

WCTA and WCPS jointly share the responsibility of cultivating and supporting the conditions necessary to educate WCPS’ students and prepare them to successfully navigate the challenges of the twenty-first century, including promoting the academic, civic, and social success of all students. The agreement between WCTA and WCPS supports this pursuit and outlines the rights, responsibilities, and working conditions for teachers. We recognize that these responsibilities require both parties to be accountable and adaptable in order to meet the ever-changing needs of today’s learners. In addition, open dialogue, a cooperative spirit, and a deep respect for diverse viewpoints are essential elements of this partnership. Each party to this agreement is fully committed to addressing issues of concern and resolving them in a manner that ensures all WCPS students achieve their highest potential. To ensure the success of our joint responsibility, the parties agree to meet on a quarterly basis.

***Article 2**

Association Rights and Responsibilities

Article 2.1 Association Officers and Faculty Representatives

The Association faculty representatives/alternates shall be identified by the Association not later than the last school day of the school year prior to their tenure of office.

Article 2.2 Association Leaves

The Association shall be granted fifty (50) days of leave without loss of pay or fringe benefits to those individual members of the Association using the leave days as authorized by the President. The Association shall bear the full cost of providing substitutes for said leave days. The Association President, upon request, shall be granted release time as a classroom teacher for the length of his/her elected presidency of the WCTA pursuant to the following terms and conditions:

- For the purpose of this Negotiated Agreement, a year of the President's term shall be defined as July 1st through June 30th.
- The Association shall submit a request for continuation of the release time to the Board by May 1st prior to the expiration of the President's term in office.
- At least twice a year, the President and Superintendent shall meet to discuss topics of mutual interest.
- The WCTA understands and agrees that the Board shall contribute no compensation toward the President's total salary and benefits. The Association shall reserve the right to deviate the President's work year from the one outlined in Article 7.2 of the Negotiated Agreement by communicating its intent to the Superintendent in writing or by email no later than June 1st of each school year. The WCTA shall remain responsible for one hundred percent (100%) of the total cost of the President's salary and benefits for any increased time to the regular teacher work year.
- The Association President shall report all absences in the same manner as any regular bargaining unit member.
- The Association shall reimburse the Board for the President's salary and fringe benefits in three (3) increments each school year: December 15th, March 15th, and June 15th.
- The President shall have his/her place on the salary scale advanced at the rate of a teacher on active status.
- Upon expiration of his/her term in office, the President shall be guaranteed a position within the teacher bargaining unit for which he/she is qualified and approved. Said position shall, if possible, be similar to the one held prior to assuming the presidency.

Article 2.3 Faculty Representatives

Association faculty representatives, not to exceed one (1) representative per twenty (20) member teachers or major fraction thereof per building, will be free of non-teaching duties to conduct Association business within the building before and after the students' regularly scheduled class day. Such representatives shall be available for student consultation during this time.

Article 2.4 Information to the Association

The Superintendent's designee shall provide the Association a list of new teachers and their assignments. Agendas for public Board meetings and official minutes are available on the Board of Education's website. In addition, the Superintendent's designee shall provide all information related to bargaining as required under the provision of Title 6, Subtitle 4, of the Education Article of the Annotated Code of Maryland.

Article 2.5 Association Meetings

The Association may have use of school buildings free of charge, except for custodial or utility charges incurred as a result of the meeting. The Board will make every effort to arrange custodial work schedules so that no extra time is required.

Article 2.6 Access to Schools

Association representatives may have access to all school buildings, and its representatives may meet with unit members – provided it does not interfere with the educational program of that school, as determined by the appropriate administrator. As a courtesy, Association representatives should provide prior notification to the principal or designee before visiting their school.

Article 2.7 Association Communications

Inter-school mail delivery facilities may be utilized by the Association for the distribution of newsletters, fliers, and other non-bulk materials. Such material will be addressed to individual members or to a faculty representative for distribution in the school. As long as facilities are adequate, such material can be distributed by this means.

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

Article 2.8 Orientation Meetings

Every effort will be made to provide the Association with time to meet with new teachers during the pre-school orientation sessions for new teachers. (See also Article 2.14.)

Article 2.9 Board Meetings

The Association will, upon request, be placed on the agenda of public Board meetings following established procedural guidelines.

Article 2.10 Dues Check-Off

WCPS will deduct from the pay of each employee covered by this Negotiated Agreement all Association dues, provided that at the time of such deduction there is in the possession of the employer a written authorization validly in effect. An employee's written authorization shall be irrevocable for a period of one (1) year and shall renew itself thereafter, from year to year, subject each year to revocation in writing received by WCPS Management and the Association prior to September 30th, such revocation to be effective on October 15th following. The deductions shall be made in sixteen (16) equal installments beginning with the salary check issued on or about October 30th of each year. In case of resignation within a school year, the balance due that year will be deducted from the final salary check issued to the employee. No later than October 30th of each year, WCPS will provide the Association with a list of those bargaining unit employees who have authorized dues deductions. Except in the event of unforeseen circumstances, WCPS agrees to transmit to the Association, via direct deposit after each pay period all dues, deducted pursuant to this section. The Association will furnish the authorization forms, the design of which will be approved by WCPS. The Association shall accept full liability for any claims of any unit member that arise out of, or by reason of, any action taken by WCPS for the purpose of complying with any provisions of this section.

Article 2.11 Bulletin Boards

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

Article 2.12 Calendar Committee

Calendar Committee – Five (5) members of the calendar committee shall be appointed by the WCTA.

Article 2.13 Exclusivity

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

Article 2.14 New Hire Access

The Board shall provide all new bargaining unit members at the time of hiring or orientation with a packet containing Association membership materials (i.e., membership form, dues, amounts, listing of benefits, etc.). Since the purpose of the packet is to provide information about Association membership, political and/or issue-oriented material is not permitted. It shall be the Association's responsibility to print, assemble, deliver, and monitor the number of packets needed for distribution.

The Board shall also provide the Association access to new unit members as hired throughout the year. Said access shall be coordinated and planned by both parties (see also Article 2.8).

Article 2.15 Negotiated Agreement Training

As necessary, during a mutually agreed upon time, WCTA's and WCPS' lead negotiators will offer an overview of the Negotiated Agreement between the Board of Education of Washington County and the Washington County Teachers Association, Inc. for school-based administrators and all association representatives prior to the start of a new school year. The lead negotiators will meet prior to the overview and jointly plan the presentation, which may be in an electronic format.

***Article 3 Management Rights**

Article 3.1 Management Rights

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

Article 4 Negotiation Procedures

Article 4.1 Negotiations for the Successive Years

The parties shall undertake good faith negotiations no later than October of the fiscal year.

Article 4.2 Impasse Procedures

The impasse process shall be conducted pursuant to the regulations adopted by the Public School Labor Relations Board ("PSLRB") and in compliance with Title 6, Subtitle 4, and 5, et seq., of the Education Article of the Annotated Code of Maryland.

Article 4.3 Renegotiations

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

Article 5

Grievance Procedures

Article 5.1 Settlement of Unit Member Grievances

A. Informal Process:

For school specific complaints, every effort shall be exhausted to resolve a complaint between the employee and the unit member's immediate supervisor and designated representative, if applicable. If these efforts do not render an amenable outcome and the unit member/Association believes there is a violation of the *Negotiated Agreement* he/she/the Association may file a grievance at Step 1 of the formal grievance process.

B. If the Association believes there is a system level violation of the *Negotiated Agreement*, it will file a grievance at Step 2.

C. The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at Steps 1, 2, and 3, and the right of the unit member not to discuss any grievance or problem if the Association's representative is not present to fulfill the role as described in this Article. Provided that the Association and the Superintendent or his/her designee agrees, Step 1 and/or Step 2 of the grievance procedure may be bypassed and brought directly to the next step. In any event, a copy of all decisions shall be forwarded to the Association/unit member. All unit members shall have the right to grieve without fear of reprisal.

Article 5.2 Procedural Steps of the Formal Process

For school specific complaints, if the complaint cannot be resolved using the informal process, the unit member may initiate the formal grievance process at Step 1 by filing a grievance with the following steps:

A. Step 1 – A written grievance must be presented to the immediate supervisor by the Association within thirty (30) calendar days from the date of the event giving rise to the grievance or the date on which the employee knew or should have known of the event giving rise to the grievance. The immediate supervisor shall provide a written response within 15 working days (excluding official school holidays) of receipt of the grievance. If the Association is not satisfied with the response or no response is given, the grievance may be appealed to Step 2 to the Human Resources Department in writing within ten (10) calendar days of receipt of the written response of the immediate supervisor.

B. Step 2 – Upon receipt of a written appeal from Step 1, the Human Resources Designee shall meet with the Association and the Immediate Supervisor within fifteen (15) calendar days. The purpose of the meeting is to attempt to resolve the grievance. If the grievance is not settled at this meeting, the Director of Human Resources shall issue a written decision within thirty (30) calendar days after the meeting.

- C. Step 3- If the grievant or their representative is not satisfied with the HR Director's decision, they may appeal to a Step 3 hearing with the Superintendent and/or designated representative.

Article 5.3 Grievance Presentation

All grievances shall be presented in writing within thirty (30) calendar days from the date of their occurrence or first knowledge of the act or condition which is the basis of the grievance. Unless a grievance is appealed to the next step within ten (10) Board workdays after the administrator's answer, said answer shall be considered acceptable to the grievant and the Association. If any unit member is scheduled for a hearing as part of the grievance procedure during working hours, no loss of pay shall be suffered.

Article 5.4 Arbitration

A. Appeal Procedure

Any grievance concerning the interpretation, application, or alleged breach of any provision of this *Negotiated Agreement* that has been properly processed through the grievance procedure as set forth above and has not been settled may be appealed to arbitration by the Association by serving written notice on the Board within fifteen (15) calendar days after the Superintendent's answer at Step 3 of said grievance procedure. If the Association fails to serve such notice of its intention to arbitrate within this time limitation, it shall be deemed to have waived the arbitration and the grievance shall be considered settled. No individual unit member shall have the right to invoke this arbitration procedure.

B. Selection of Arbitrator

If the Association and the Board are unable to agree upon the selection of an arbitrator within seven (7) calendar days after the Association's notice of appeal to arbitration, they shall jointly request the American Arbitration Association (AAA) to furnish a list of not less than five (5) arbitrators, one (1) of whom may be designated by the parties to act as arbitrator of the grievance. If no agreement can be reached as to the arbitrator within seven (7) calendar days after receipt of said list, the Association and the Board shall jointly petition the AAA to furnish a second list of not less than five (5) additional arbitrators, one (1) of whom shall be designated by them within seven (7) calendar days after receipt of said list to act as arbitrator of the grievance. Selection shall be made by the Association and the Board representative alternately striking any name from the list until only one (1) name remains. The final name remaining shall be the arbitrator of the grievance. After an arbitrator is selected through the procedures outlined above—see also Section 13, paragraph 1, Voluntary Labor Rules of the AAA—the arbitration shall be administered by the AAA pursuant to said rules.

C. Jurisdiction of Arbitrator

The jurisdiction and authority of the arbitrator of the grievance and the arbitrator's opinion and award shall be confined to the express provision or provisions of this *Negotiated Agreement* at issue between the Association and the Board. The arbitrator shall have no authority to add to, alter, amend, or modify any provision of this *Negotiated Agreement* or to make any award which will in any way deprive the Board of any of the powers delegated to it by law. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Board and the Association. The award in writing of the arbitrator within the jurisdiction and authority as specified in this *Negotiated Agreement* shall be final and binding on the aggrieved unit member or unit members, the Association, and the Board.

D. Arbitration Expenses

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

SECTION II: WORK ENVIRONMENT, PROFESSIONAL GROWTH, AND EVALUATION

Article 6 Unit Member Rights

Article 6.1 Political Activities

The Board and the Association recognize the right of unit members to participate in political and governmental affairs in a manner afforded any other citizen, including the right to vote; the right to discuss political issues; the right to be an active member of a political party; the right to campaign for candidates for election to public office; and the right to seek, campaign for, and serve in public office—provided that such activities are conducted outside the classroom and outside duty hours. This section shall not be construed so as to preclude unit members from using school facilities on the same basis afforded other citizens engaged in political activity.

Article 6.2 Personal Life

The personal life of a unit member shall be the concern of and warrant the attention of the Board only if it interferes with the regular conduct of the school(s) or as it may directly prevent the unit member from properly performing his/her assigned functions during duty hours.

Article 6.3 Academic Freedom

Unit members shall be provided academic freedom. Academic freedom shall mean that unit members are free to present instructional materials which are pertinent to the subject and level taught within the outlines of appropriate course content adopted by the Board. Unit members shall present all facets of controversial issues in a scholarly and objective manner within the limits of appropriate pedagogical

discretion and propriety. Unit members shall be entitled to freedom of discussion within the classroom and on all matters which are relevant to the subject matter under study and within their area of professional competence.

Article 6.4 Just Cause

- A. No unit member will be disciplined, reprimanded, or reduced in rank or compensation without just cause. A unit member may have a representative present at conferences at which formal disciplinary action is taken. Such conferences shall be held with due regard for a unit member's privacy.
- B. Unit members will not be publicly ridiculed or disciplined.

*Article 6.5 Suspension

Any suspension of a unit member pending a hearing before the Board shall be with pay.

Article 6.6 Personnel File

The unit member's personnel file shall be maintained by Human Resources in accordance with the following procedures:

- A. No material related to a unit member's conduct, service, character, or personality shall be placed in the file unless it is signed by the person submitting the information. The unit member shall be given the opportunity to acknowledge that he/she has read such material, except for confidential references, by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents. No such material shall be used in a hearing against a unit member unless opportunity for such review has been afforded. A unit member's refusal to sign will be noted by an administrator and a witness.
- B. The unit member shall have the right to respond to any material filed and his/her response shall be attached to the file copy.
- C. A unit member shall be permitted to examine his/her files at all reasonable times and may be accompanied by an Association representative.
- D. A unit member's file shall be open to inspection by only those persons whose official responsibilities require such inspection.
- E. A permanent records will be kept listing the date and identity of each person who reviews the personnel file. Each personnel file will contain its own record of such reviews.

Article 7

Working Conditions

Article 7.1 Workday

Except unit members in specialized assignments, the workday of classroom unit members will ordinarily begin no earlier than thirty (30) minutes before the start of the first regularly scheduled class and will ordinarily end no later than thirty (30) minutes after the end of the last regularly scheduled class. Unit members regularly scheduled to begin their duties earlier or continue to a later time because of special circumstances will not be required to be on duty longer than the regular workday. During the regular school year, the workday for unit members will be seven and one-half (7.5) hours, including a thirty (30) minute duty-free lunch period.

The workday for unit members in specialized assignments will be eight (8) hours, including a thirty (30) minute duty-free lunch period.

Article 7.2 Work Year

The maximum number of required workdays for unit members shall not exceed one hundred ninety (190). Unit members who accept positions that require additional workdays beyond one hundred ninety (190) will be paid their respective per diem rate for each day worked. Eleven (11) month non-school-based positions will be assigned two hundred ten (210) workdays each year, five (5) of which will be paid vacation days. Vacation will be taken as arranged between the unit member and his/her supervisor.

Article 7.3 Professional Assignments

Insofar as possible, all faculty members in a school or other academic learning environment including, but not limited to, virtual schools, school without walls, and web-based instructional programs shall have equitable loads of classes and other professional duties. Scheduling shall take into consideration such extra, non-compensated duties assigned to unit members. The principal and the faculty in each school shall design a procedure for assigning such duties on an equitable basis.

Article 7.4 Pupil Evaluation Time

- A. During a regular workday at or near the end of each grading period, unit members shall be provided at least three (3) consecutive hours for purposes of evaluating students and finalizing report cards. The three (3) hours shall be provided when students are not in school. Meetings and other professional activities of unit members at the school or county level may be arranged if they are not in conflict with the purposes stated.
- B. All unit members will be provided with up to four (4) hours at or near the end of each grading period for the purpose of professional learning and/or collaborative planning as determined by the principal. Parent-teacher conferences may be scheduled in consultation with the principal.
- C. All unit members will input grades electronically on a bi-weekly basis.

Article 7.5 Class Interruptions

The school day will be kept as free from class interruption as possible. Use of the public address system for announcements and contacting individuals during instructional periods shall be avoided except in cases of emergency.

Article 7.6 Transporting Students and Materials

Unit members shall not be required to transport pupils in private vehicles, nor shall unit members be required to perform delivery service of school materials.

Article 7.7 Covering Classes

When a unit member is needed in an emergency to cover another unit member's class, or when a sufficient number of substitute teachers is not available, a unit member may agree to cover a class during his/her scheduled planning time only. Unit members will be paid eleven dollars and fifty cents (\$11.50) per occurrence, limited to two unit members.

When a unit member in an elementary school absorbs students from another classroom due to a lack of coverage for the day, the unit member will be compensated \$50.00 for that day. If multiple teachers share the students, the \$50.00 is divided among the teachers.

The Board and the Association agree that principals are responsible for securing class coverage by a unit member. Opportunities for substituting will be offered on a rotating basis to unit members who have offered to be on a list for this purpose.

The following priority sequence will be observed in each instance: 1. Volunteers holding appropriate certification 2. Volunteers not holding appropriate certification 3. A unit member will be selected.

Article 7.8 Substitutes for Specialists

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

Article 7.9 Extra-curricular Activities

Unit member participation outside the regularly scheduled workday in extra-curricular activities for which no extra-curricular compensation is paid shall be strictly voluntary.

Article 7.10 Consultation with Parents

- A. Unit members will consult with parent/guardian regarding student inquiries and issues. Unit members may request an administrator or designee to be present when consulting with parents. Unit members will be available to parents during the regular work day and/or at mutually agreed times.
- B. Both the Board and the Association recognize that activities such as back-to-school night can provide meaningful opportunities for unit members and parents to confer, and unit member attendance at such activities is encouraged.

- C. Both the Board and the Association recognize that some parent/guardian consultations must be made with administrative support and presence.

Article 7.11 Leaving the Building

Unit members may leave the building during planning periods for professional reasons with the knowledge of the principal or designee. Unit members may leave the building during lunch with the knowledge of the principal or designee.

Article 7.12 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. Should circumstances require a unit member to perform monitoring duties, such duties shall not take place during self-directed planning time.

The Board and Association agree that the safety and welfare of students is a joint responsibility and priority. Both parties encourage building level cooperation to respond to changing and common needs.

Article 7.13 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.

Article 7.14 Planning Time

Elementary Planning

Elementary unit members, pre-kindergarten and above, shall be provided no less than two hundred fifty (250) minutes of planning time per week in not less than thirty (30) minute blocks of time scheduled during the student day.

During a quarterly grading cycle, up to five (5) planning periods, no more than one per week, may be used by administration for the purpose of professional development or instructionally related activities. The remaining planning periods are self-directed.

At the elementary level (K-5), 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 (1) representative of each grade level and Encore chosen by the grade level teachers. Allocated time shall be compensated at the individual's per diem rate.

A block of two and one-half (2.5) hours per semester shall be provided by the Board for self directed planning time. This time is in addition to time allotted for pupil evaluation under Article 7.4.

Secondary Planning

Every effort shall be made to provide secondary unit members with five (5) planning periods per week scheduled during the student day. Unit members shall have not less than two hundred fifty minutes of planning per work week. *However, of the cumulative 500 minutes over the course of the two weeks, a block of time equating to approximately 10% of the 500 minutes may be allocated to the principal for the purpose of professional development. The principal or designee maintains sole discretion for scheduling of this time. Time beyond the 250 minutes per week may be used by the principal or his/her designee for collaboration, professional development, conferencing, teaming, or other related activities.*

Department Leader planning time shall be at least two hundred fifty (250) minutes per work week. Planning time shall be provided in blocks of at least thirty (30) minutes.

Elementary and Secondary Planning

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 day. Except in emergencies or except where timely notice is provided, individual unit member planning periods are to be allocated for self-directed instructional planning.

For any teaching assignment that is less than full-time, planning time will be proportionally allocated.

Article 7.15 Workers’ Compensation Claims

When a Workers’ Compensation claim is ruled to be “compensable” under the Workers’ Compensation Laws of Maryland, the affected unit member will be paid his/her net salary for thirty (30) workdays, less the amount of any Workers’ Compensation payments, awards, or other insurance benefits— provided that the basis for the claim is reported to the principal or supervisor, as appropriate, 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. Net salary is defined as gross bi-weekly salary less applicable taxes.

For claims ruled to be “non-compensable,” a unit member may elect to use his/her accumulated sick leave or provide required documentation to be granted a temporary or extended leave of absence, per Articles 22.8, 23.7, and 23.9.

Article 7.16 Working Environment

The Board and the Association jointly believe that a safe, clean environment is a prerequisite for teaching and learning. Therefore, the Board agrees to provide and maintain safe, clean 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 to building administration. All such reports shall be investigated in a timely manner, and a report will be communicated to the employee within 10 (ten) work days. Further study of the situation and/or implementation of corrective measures shall be initiated by the Board at the earliest feasible time.

Article 7.17 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 or as a result of intervening in a student altercation and 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 one thousand dollar (\$1,000) maximum. Every reasonable effort should be made by the unit member to produce proof of purchase indicating the fair market value of the item that was damaged, destroyed or stolen. In the event the replacement cost cannot be agreed upon, a professional appraisal, made by a mutually agreed-upon appraiser, shall be obtained, with the cost of such a determination split equally by the parties.

Article 7.18 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 provided the unit member secures advance permission, in writing via a school system form, to bring such equipment. At such time, a replacement value shall be mutually determined and noted on the form. A copy of the form will be provided to the unit member. In the event the replacement cost cannot be agreed upon, the teacher shall refrain from bringing and/or using the instructional equipment as an adjunct to instructional activities. The Board shall cover the replacement cost not to exceed one thousand-five hundred dollars (\$1,500.00) provided a report is made in a timely manner to the appropriate authorities, i.e. school administration, the local police or sheriff's office. Should the unit member choose to submit a claim to personal insurance, the Board would pay a deductible not to exceed one thousand dollars (\$1,000.00). Such coverage shall not apply if the negligence on the part of the unit member contributes to the loss of such items.

Article 7.19 Student Rights and Responsibilities

A unit member charged with a violation or complaint under the Student Rights and Responsibilities policy shall have the right to representation at all hearings pursuant to said policy, provided that any such representation shall be at the unit member's expense. Hearings for unit members charged under the Student Rights and Responsibilities policy shall be conducted by professional employees of WCPS or by the elected Board.

Article 7.20 Health and Safety

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

Article 7.21 Emergency Closings

When the opening of school is delayed due to inclement weather, unit members' duty day will begin thirty (30) minutes before the students' first scheduled class. When school is dismissed early due to inclement weather, unit members may leave at a reasonable time, although a reasonable number of unit members shall remain until the last bus has gone and the safety of all students has been assured.

Article 7.22 Faculty Meetings

Principals and faculties shall cooperatively plan those professional faculty meetings that extend beyond the regular workday.

Article 7.23 New or Newly Renovated Buildings

Administration may provide, at its discretion, up to five (5) days to all bargaining unit members assigned to a newly constructed school. Up to two (2) days may be provided to those teachers assigned to a newly renovated building. Compensation of said days shall be at per diem rate of pay. Such days shall be used for, but not be limited to, classroom set-up, team and staff meetings, and other activities as required to prepare for the school year in the building.

Article 8 Student Discipline

Article 8.1 Misbehavior

When a student's behavior seriously disrupts the instructional program to the detriment of other students, the classroom unit member may have the student removed by the principal or designee. The principal or designee will determine when the student will return to class, but such determination shall be made after notification and consultation if requested with the unit member. The unit member is responsible for consulting with the principal or designee at the first opportunity during which the unit member is not scheduled for the supervision or instruction of students. When the unit member submits a written report on such behavior, the principal or designee shall respond in writing.

Article 8.2 Serious Incidents

If a unit member is subject to a physical or verbal assault, by a student, a written statement of the corrective action taken or to be taken will be made available prior to the student's readmission to class.

Article 8.3 In-School Procedure

An appropriate disciplinary procedure including an in-school suspension plan, which is a part of the regular schedule whenever possible and wherever feasible, shall be maintained in each school with the involvement of representatives of the faculty, nominated and elected by the faculty, and representatives of the school administration, provided such procedure shall not conflict with other provisions of this Article. The school administration shall submit said procedures annually to the Superintendent or designee no later than the first student day.

Article 9 Unit Member Facilities

Article 9.1 Unit Member Facilities

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

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

***Article 10 Instructional Materials**

Article 10.1 Availability

Textbooks and other materials of instruction are to be accessible in the schools prior to the opening of schools with the understanding that the Board cannot be responsible for delays or appropriation limitations over which it has no control.

Article 10.2 Per Student Allotments

Each school shall be allotted a basic amount per student for academic and special area classes.

Article 10.3 Accounting

Each year the Board shall provide the Association, by department and special area (grade levels and/or subject area), the accounting of all funds budgeted and expended for instructional supplies.

Article 10.4 Special Expenditures

The Board and the Association recognize that needs for specialized instructional materials arise in the classroom during the school year. In addition to those materials requested on the annual requisition, a unit member may submit a request through his/her principal for special materials of instruction.

Article 10.5 Textbook Selection

As new textbooks and digital resources are considered for purchase, Unit members will be included in the study and recommendation of the materials.

Article 10.6 Technology

- A. All unit members will be provided adequate technology to fulfill contractual obligations and to meet curricular responsibilities, as defined by the Maryland State Department of Education and WCPS.
- B. All repairs or replacement to technology critical for instruction will be completed in a timely manner.

Article 11 Unit Member Employment

Article 11.1 Unit member Certification Status

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

Article 11.2 Certification Update

All unit members shall be informed in writing of their current certification status upon each certification renewal. In addition, WCPS shall notify all unit members in writing as soon as possible of changes in State and/or local certification policies.

Article 11.3 Military Service Credit

For unit members not employed by the Washington County School System prior to their military service, the following policy for determining credit for military service will apply:

- A. No credit will be given for up to twelve (12) months of military service.
- B. One (1) year of credit will be given for twelve (12) months and one (1) day to eighteen (18) months of military service.

- C. Two (2) years of credit will be given for eighteen (18) months and one (1) day and over of military service. The military records of those who have had interrupted or noncontinuous military service will be evaluated in order to render judgment relative to determining military service credit on the salary schedule.

***Article 12**

Unit Member Evaluation

Article 12.1 Philosophy

Evaluation is a collegial process whereby professional assessments of the instructional process are shared and competent personnel are developed and/or encouraged. Evaluation should improve instruction through a constructive, positive, humanistic approach.

12.2 Open Evaluations

All monitoring or observation of the work performance of a unit member will be conducted openly and with full knowledge of the unit member by certificated administrative and/or supervisory personnel. Unit members will not be evaluated or formally observed immediately before or after a school holiday of three or more school days, immediately following a unit member's return from an extended leave, or during an official school visitation day.

WCPS and the Association also agree that unit members are prohibited from any involvement in the evaluation process of other unit members.

Article 12.3 Observations

After a classroom observation within the evaluation process, effort will be made to provide feedback to the unit member within five (5) work days. This timeframe may be altered with mutual agreement. Any record of the observation will be made available. The unit member will be provided up to five (5) days to review and acknowledge the document.

Article 12.4 Complaints

Any written complaints regarding a unit member made to or by any member of the administration by a parent, student, or other person shall be given to the unit member promptly (preferably within the same day), except where precluded or prohibited by law or statute. Before any complaint is used in any manner as a basis for evaluating the unit member or for otherwise affecting the status of the unit member, the complaint will be investigated and a written report, with factual detail, will be provided to the unit member. The unit member shall be provided an opportunity to reply in writing and, in addition to the requirements of Article 6.6 (Personnel File), no adverse material of the kind covered by Article 12.4 will be placed in a unit member's file unless accompanied by the written report noted above and the unit member's written reply, if provided.

Article 12.5 Excluded Criteria

Participation or non-participation in extra-curricular activities shall not constitute a basis for unit member evaluation.

Article 12.6 Evaluation Instrument

The current evaluation instrument shall not be altered or otherwise changed without prior notice and consultation with unit members and the Association.

Article 12.7 Performance Improvement Plans (PIP)

When an administrator has a concern with the work performance of a unit member, the administrator will provide written notification of the specific concerns and recommendations for improvement in order to provide an opportunity to correct the performance concern.

The administrator shall establish a reasonable timetable that the unit member will have to correct the concern. If necessary to review progress on the specific concern, a joint review by the administrator and unit member will occur within the timetable established by the administrator.

Following such written notification, if the administrator determines that a formal Performance Improvement Plan (PIP) is necessary, the unit member may request an informal observation by a second administrator.

- A. The appropriate administrator and the unit member will develop a specific written plan (PIP) for improvement of the noted deficiencies. The PIP will include goals and objectives, strategies to be used, personnel to be utilized, materials to be used, and a time frame.
- B. Any changes to the PIP will be discussed with the unit member and provided in writing.
- C. The principal will be responsible for managing the PIP and will schedule pre and post conferences with the unit member.
- D. It is the responsibility of the unit member to work to improve the noted deficiencies.
- E. If a unit member desires, he/she may bring a fellow unit member and/or an Association representative with him/her to any of the above meetings.
- F. If there is a disagreement with the plan, the unit member shall be provided an opportunity to reply in writing and shall have the concern attached to the PIP.

***Article 13**

Unit Member Assignment

Article 13.1 Tentative Assignments

No later than April 15th, unit members holding at least a standard professional certificate will be given written notice by the principal as to tentative grade, subject, and school assignments for the forthcoming year.

Article 13.2 Changes in Assignment

Changes in grade and/or subject assignment within a school may be made after a meeting between the unit member involved and the appropriate administrator(s) at which the reason(s) for the change in assignment will be given to the unit member. In the event the unit member objects to the change in assignment following this meeting, the unit member shall have, upon request, a meeting with the Human Resources Administrator to discuss the unit member's objection(s) to the reassignment. If the teacher desires, he/she may bring a fellow unit member and/or an Association representative with him/her to any of the above meetings.

Article 13.3 Final Assignments

Final subject matter, course, and/or grade assignments shall be given to unit members if the final assignment is different from the tentative assignment (including tentative assignments for traveling unit members) thirty (30) calendar days before the school year begins—except when prevented by unforeseen, unexpected circumstances or unapproved budgets.

Article 13.4 Certification and Assignment

Except in cases of emergency, unit members shall be given teaching assignments for which they are certificated and/or legally qualified.

Article 13.5 Inter-School Travel

In arranging schedules for unit members who are assigned to more than one (1) school, an effort will be made to limit the amount of inter-school travel. Mileage shall be paid to a unit member who is assigned to more than one (1) school only in situations where the unit member is required to move from one school to another during the school day. Mileage will be paid at the current IRS rate, adjusted quarterly, per mile for distance traveled between schools and not from residence to school or school to residence.

Article 13.6 Reassignment by Vacated Position

With the exception of individuals on a recognized Family Medical Leave (FML), if a unit member is absent from a position and using approved leave for more than thirty (30) consecutive workdays or forty-five (45) intermittent absences within a sixty (60) workday period, the position may be declared vacant by the Superintendent. The affected unit member will continue to receive leave benefits, rights, and salary as provided by the Negotiated Agreement. At such time as the unit member is approved to return to work, the unit member will be assigned

to a vacant position for which he/she is certified and qualified. If no assignment is available, the unit member will be assigned as a salaried, contracted teacher to act as a daily substitute teacher. The affected unit member will be placed on the involuntary transfer list. The intent of this Article should not be construed to imply continued employment of a non-tenured unit member whose contract is not renewed.

Any bargaining unit member who has his/her position vacated shall request an extended leave of absence under Article 23.9 of the Negotiated Agreement or provide their resignation in the event that his/her sick leave has been exhausted. When a position is declared vacant under provisions of this article, unit members indicating interest in that specific position will be given consideration to fill the vacancy the following school year.

Article 13.7 Specialized Teaching Assignments

The Board will provide unit members in a Specialized Assignment with an additional five thousand dollars (\$5,000.00) per school year in exchange for an eight (8)-hour workday. The term "Specialized Assignment" shall mean Antietam Academy day program, Lead Teachers, Secondary ELA, Math, Science and Social Studies Department Leaders, Occupational Therapists, and Speech Language Pathologists.

Article 13.8 Saturday School

All unit members who participate in a pre-established program (e.g., detention) shall receive pay at the rate of thirty-five dollars (\$35.00) per hour.

The WCTA and the Board agree that all unit members who are approved to participate in Saturday School in any way will be paid a minimum of one (1) hour.

***Article 14 Administrative and Supervisory Vacancies**

Article 14.1 Posting

Notices of unassigned administrative and supervisory positions below the level of Superintendent shall be sent via e-mail to each Unit member and the Association. In the posting of positions, qualifications for the position, duties and rate of compensation will be stated. Any subsequent changes in qualifications, duties, and/or rate of compensation shall require a new posting. Positions will be posted at least ten (10) workdays prior to the selection of the successful candidate. The interviewing process may begin any time after the first applications are received.

Article 14.2 Application

Unit members who wish to apply for posted positions must do so via the online application system. WCPS will acknowledge receipt of such applications.

SECTION III: COMPENSATION

Article 15 Salaries

Article 15.1 Master's and APC +60 Hours

For Master's degree and APC and 60 semester hours, add three hundred sixty-nine dollars (\$369.00) above Scale 07. For earned Doctorate and APC, add six hundred fourteen dollars (\$614.00) above Scale 07.

Article 15.2 National Certification

Any unit member who has obtained National Board Professional Teaching Standards (NBPTS) certification will receive two thousand dollars (\$2,000.00) per each year that the NBPTS certificate remains in good standing.

Article 15.3 Compensation—Leadership Responsibilities

A. Instructional Leaders

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

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

Instructional Leader	Stipend
3-4 Unit Members	\$450.00
5-9 Unit Members	\$600.00
10+ Unit Members	\$750.00

By July 15th of each school year, or as soon as available thereafter, the Board will provide a report to the Association listing the names of those unit members who are to receive compensation under this provision and the amount each is to receive.

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

B. Head Teachers – Elementary Schools

Unit members designated by the Board as head teachers in elementary schools in which an administrator is not ordinarily assigned may receive no less than one thousand five hundred dollars (\$1,500.00), depending upon the size of the school and

the responsibilities attendant to the assignment. It is expressly understood that this position will carry no responsibility for evaluation or supervision of bargaining unit members.

C. Unit members assigned as test coordinators will be relieved of all non-compensated duties.

D. School Improvement Team Facilitator

Stipend up to seven hundred fifty dollars (\$750.00) to be determined by the Executive Director based on student population.

Article 15.4 Pay Options

Unit members have the option of being paid over ten (10) months or twelve (12) months.

Article 15.5 Deductions

Deductions from salary for absences in excess of any leave with pay allowed in this Negotiated Agreement shall be at 1/190th (for 10-month teachers) and 1/210th (for 11-month teachers) of the annualized salary for a period, not to exceed ninety (90) calendar days or less if LTD coverages become effective before ninety (90) calendar days have passed.

Article 15.6 Retirement Incentives

Unit members who inform the Board of their June 30th retirement by January 15th of that year will receive an additional one thousand dollars (\$1,000.00) in salary.

Article 15.7 Salary Enhancement

Unit members serving in Specialized Assignments will have their salary increased by five thousand dollars (\$5,000.00) per work year. No unit member will receive more than one (1) five thousand dollar (\$5,000.00) salary incentive pursuant to this provision in any one school year.

Article 15.8 Salary Scale

SALARY SCALE KEY

- Scale 02 Non-Degree Provisional Certificate or Degree Provisional Certificate
- Scale 03 Bachelor's Degree and Standard Professional Certificate or Master's Degree and Provisional Certificate or Doctor's Degree and Provisional Certificate or Bachelor's Equivalent and Standard Professional Certificate
- Scale 05 Master's Degree and Standard Professional Certificate or Bachelor's Degree and Advanced Professional Certificate or Master's Degree and Advanced Professional Certificate or Bachelor's Equivalent and Master's Equivalent and Advanced Professional Certificate
- Scale 07 Master's Degree and Advanced Professional Certificate and 30 Semester Hours
- Scale 09 Master's Degree and Advanced Professional Certificate and 60 Semester Hours
- Scale 11 Doctorate and Advanced Professional Certificate

Washington County (Maryland) Public Schools
 Negotiated FY2018 - 22 Step Teacher Salary Scale
 Negotiated Increase - One Step for All Employees on the New 22 Step Scale

Starting Year of Experience	Step	Scale 02 Salary	Scale 03 Salary	Scale 05 Salary	Scale 07 Salary	Scale 09 Salary	Scale 11 Salary
1	1	\$37,777	\$45,834	\$47,324	\$48,828	\$49,202	\$49,448
2	2	\$38,721	\$46,980	\$48,506	\$50,050	\$50,432	\$50,684
3	3	\$39,689	\$48,155	\$49,719	\$51,301	\$51,693	\$51,951
4	4	\$40,681	\$49,359	\$50,963	\$52,584	\$52,986	\$53,250
5	5	\$41,698	\$50,593	\$52,236	\$53,899	\$54,311	\$54,581
6	6	\$42,740	\$51,857	\$53,542	\$55,246	\$55,668	\$55,946
7	7	\$42,740	\$53,154	\$54,880	\$56,627	\$57,060	\$57,345
8	8	\$42,740	\$54,483	\$56,252	\$58,043	\$58,486	\$58,778
9	9	\$42,740	\$54,483	\$57,658	\$59,494	\$59,949	\$60,248
10	10	\$42,740	\$54,483	\$59,099	\$60,982	\$61,447	\$61,753
11	11	\$42,740	\$54,483	\$60,577	\$62,506	\$62,984	\$63,298
12	12	\$42,740	\$54,483	\$62,091	\$64,068	\$64,558	\$64,880
13	13	\$42,740	\$54,483	\$63,643	\$65,670	\$66,172	\$66,502
14 to 19	14	\$42,740	\$54,483	\$65,234	\$67,312	\$67,827	\$68,165
20	15	\$42,740	\$54,483	\$66,865	\$68,995	\$69,522	\$69,869
21	16	\$42,740	\$54,483	\$68,537	\$70,720	\$71,261	\$71,615
22	17	\$42,740	\$54,483	\$70,250	\$72,489	\$73,042	\$73,406
23	18	\$42,740	\$54,483	\$72,006	\$74,301	\$74,868	\$75,241
24	19	\$42,740	\$54,483	\$73,806	\$76,158	\$76,740	\$77,122
25	20	\$45,808	\$59,451	\$75,651	\$78,062	\$78,659	\$79,050
26	21	\$46,953	\$60,937	\$77,543	\$80,013	\$80,625	\$81,026
27	22	\$48,127	\$62,460	\$79,481	\$82,014	\$82,641	\$83,052

Notes: 1. Salary columns are rounded to the nearest dollar.

Article 15.9 Extra Duty Pay - Uniform Pay Schedule—Services Payment

Teaching students (beyond the school day, except summer school—thirty-five dollars (\$35.00) per hour.

Teaching adults in a workshop—thirty-five dollars (\$35.00) per hour plus ten dollars (\$10.00) for thirty (30) minutes of prep time allowed to each hour of teaching.

Non-teaching Professional Development work (e.g. curriculum writing, assessment writing, model lesson plan design, workshop development and writing, special projects, etc.)—twenty five dollars (\$25.00) per hour

School Improvement Team Members (who write the school improvement plan)—twenty-five dollars (\$25.00) per hour, up to ten (10) hours, for up to five (5) persons

Department Chair (for monthly meetings beyond the school day)—twenty-five dollars (\$25.00) per hour

Participation in Professional Development (beyond the school day and summer)—twenty-five dollars (\$25.00) per hour

Participation in AP or Similar Workshops (beyond the school year or on weekends) – No less than twenty-five dollars (\$25.00), up to eight hours (8) per day (workshop fees will be paid).

Program Manager for Grants Stipend to be determined by Grant Oversight Committee

Home and Hospital Teaching—twenty-five dollars (\$25.00) per hour

Article 16

Extra-curricular Activities

Article 16.1 Extra Rate of Pay

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

Changes to extra-curricular positions shall be implemented as referenced in the following index:

Extra-Curricular Activities

Assignment	No. (Sr. High)*	*Amount
High School Dramatics Teacher (maximum 2 plays per year)	14	\$954
High School Stage Director	8	\$375
Junior Class Advisor	8	\$1,141
VSO Advisors (FBLA, FFA, VICA, FHA, DECA, HOSA)	8**	\$749
High School Student Government Sponsor	8	\$749
Middle School Student Government Sponsor		\$749
High School Yearbook Advisor	8	\$1,312
Middle School Yearbook Advisor		\$664
Middle School Newspaper Advisor		\$238
Middle School Intramural Advisor		\$1,141
Middle School Dramatics Coach/Club		\$954
School Store Director	10	\$290
Audio-Visual Director	8	\$238
Art Show/Exhibit	45	\$579
Elementary Music-Vocal	26	\$579
Elementary Music-Instrumental	26	\$579
National Honor Society Advisor	8	\$749
Destination Imagination/Competition Team Advisor	45	\$579
Art Club Advisor	16	\$579
Robotics Advisor	16	\$579

Assignment	Index	No.*	Amount	Amount w/10 Years Experience
HS Marching Band Director	1	7	\$2,504	\$2,754
MS Marching/Concert Band Director	.56		\$1,402	\$1,542
HS Outdoor Drum Line	.34	7	\$851	\$936
HS Concert Band	.44	7	\$1,102	\$1,212
HS Orchestra Director	.44	7	\$1,102	\$1,212
MS Orchestra Director	.34		\$851	\$936
HS Choral/Vocal Director	.44	7	\$1,102	\$1,212
MS Chorus Director	.34		\$851	\$936
Cheerleader Advisor	1	14	\$2,504	\$2,754

*Middle schools may participate with approval of the Superintendent

**One (1) per organization per high school.

The index number is multiplied by the amount stipulated for Cheerleader Advisor to determine the compensation of other assignments.

Article 16.2 Extra Curricular Assignments

The Board will grant extra pay to those employees who are selected each year by their principal and who agree to perform athletic director and coaching assignments beyond the regular work day as shown on the following chart. Compensatory time will not be granted in lieu of payment for these assignments. Coaches' pay will increase by ten percent (10%) for those who have coached in the Washington County Public School System for ten (10) or more years. Compensation will be granted only if the Board determines that the major portion of the extra-curricular activity occurs outside of the workday. Athletic directors will be indexed by the number of sports teams sanctioned by both MSSA and WCSSA:

- * 1 = <16
- * 1.1 = 16-22
- * 1.2 = >22

Activity	Position	Index	Amount	Amount with 10 Years of Experience
Football	Head	1.00	\$3,241	\$3,565
	Assistant	.68	\$2,204	\$2,424
	Freshman Asst.	.68	\$2,204	\$2,424
Basketball	Head	.90	\$2,917	\$3,209
	Assistant	.62	\$2,009	\$2,210
Wrestling	Head	.90	\$2,917	\$3,209
	Assistant	.62	\$2,009	\$2,210
Baseball	Head	.70	\$2,269	\$2,496
	Assistant	.48	\$1,556	\$1,711
Softball	Head	.70	\$2,269	\$2,496
	Assistant	.48	\$1,556	\$1,711
Track & Field	Head	.70	\$2,269	\$2,496
	Assistant	.48	\$1,556	\$1,711
Soccer	Head	.70	\$2,269	\$2,496
	Assistant	.48	\$1,556	\$1,711
Lacrosse	Head	.70	\$2,269	\$2,496
	Assistant	.48	\$1,556	\$1,711
Cross Country	Head	.50	\$1,621	\$1,783
	Assistant	.30	\$972	\$1,070
Indoor Track	Head	.50	\$1,621	\$1,783
	Assistant	.30	\$972	\$1,070
Tennis	Head	.50	\$1,621	\$1,783
	Assistant	.30	\$972	\$1,070
Volleyball	Head	.70	\$2,269	\$2,496
	Assistant	.48	\$1,556	\$1,711
Golf	Head	.23	\$745	\$820
Unified Sports Tennis	Head	.34	\$1,102	\$1,212
	Assistant	.19	\$616	\$678
Unified Sports Bocce	Head	.34	\$1,102	\$1,212
	Assistant	.19	\$616	\$678
Unified Sports Track	Head	.34	\$1,102	\$1,212
	Assistant	.19	\$616	\$678
Athletic Director	Sports < 16	1.0	\$3,241	\$3,565
	16-22	1.10	\$3,565	\$3,922
	>22	1.20	\$3,889	\$4,278

1. Coach for freshman team. Assignment begins when school opens for students.
2. The index number is multiplied by the amount stipulated for Head Football Coach to determine the compensation of other assignments.
3. Five additional workdays required (summer days) to be determined by the Principal and Athletic Director.

Article 16.3 Outdoor School

In those weeks when the Outdoor School session operates less than a normal five (5) day week, compensation will be granted at the rate of one hundred fifty dollars (\$150.00) per day for those days the school was in operation for that week.

On those days when the Outdoor School operates but other unit members are not working, compensation will be equal to the unit member's daily rate plus one hundred fifty dollars (\$150.00).

Article 16.4 Equitable Duties

Unit members receiving extra-curricular compensation shall assume teaching assignments and other non-compensated duties on an equitable basis with all other unit members on the faculty.

Article 16.5 Band Camp

Band directors who are expected to hold summer band camp will be paid at a per diem rate.

Article 16.6 Posting of Vacancies

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

Coaching vacancies occur only when one of the following three (3) conditions exists:

- A new position is created.
- A coach resigns by his/her own volition.
- A coach is terminated.

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

Article 16.7 New Activities

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

Article 17

Temporary Summer Employment

Article 17.1 Summer Employment

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

- A. Unit members will be notified of their participation in a temporary summer assignment as soon as possible after the budget is approved by fiscal authorities.
- B. Pay for temporary summer assignments shall comply with the contract language outlined in 15.10 Extra Duty Pay: Uniform Pay Schedule—Services Payment.
- C. Regular daily rates will be paid for assignments which involve the same activities as those assigned during the regular year.

Article 17.2 Summer School

Notices for summer school teaching positions shall be advertised for at least ten (10) calendar days. Notices will be posted electronically. The postings will state positions available, qualification requirements, and application deadlines. Per diem/hourly salary rates shall be paid in these assignments. Persons not assigned from the original applicant pool will be considered for any additional open positions.

Article 18 Fringe Benefits

Article 18.1 Life Insurance

The Board shall pay one hundred percent (100%) of the premium costs for group term life insurance policy equal to one times (1X) each unit member's annual contracted salary, with double indemnity for accidental death.

Article 18.2 Health Insurance

The Board shall provide a health insurance that is comparable to that which is outlined in the Summary Plan Description (SPD) in effect July 1, 2004, with the addition of cardiac rehabilitation effective July 1, 2014. The Board shall pay the following percentages of the individual and dependent premium costs for the existing health and dental insurance plan agreed to by the Board and the Association for those unit members who work a minimum of thirty (30) hours per week:

- Eighty-five percent (85%) of the individual and dependent premium cost for a PPO health insurance plan (referred to as the Cigna Open Access Plus Standard plan);
- Eighty-one and three-tenths percent (81.3%) for a PPO health insurance plan (referred to as the Cigna Open Access Plus Premium plan)
- Eighty-six and three-tenths percent (86.3%) for an EPO health insurance plan (referred to as the Cigna Open Access Plus Limited plan).

The Board shall pay fifty percent (50%) of the individual and dependent premium cost for the current health insurance plan for those employees who work half-time up to thirty (30) hours per week. The four (4) premium structure tiers are: single, parent/child(ren), employee/spouse, family.

Dental plan coverage will also be offered with the Board paying 85% of the individual and dependent premium cost. The maximum yearly allowance for dental to be paid by the Board shall be one thousand two hundred dollars (\$1,200.00).

The Board agrees to facilitate, at a minimum quarterly, discussion on healthcare with the Health Care Committee. The Health Care Committee shall be comprised of four (4) representatives of each Association and four (4) representatives in total of the Board of Education. The committee will discuss, study, and make recommendations pertaining to the employee benefit plan and cost including recommendations for plan design and rate setting with the assistance of consultants.

In the event of possible significant alteration or cessation of current healthcare benefit funding or offerings to unit members, be it through contract or practice, the Board and Association shall meet to discuss options and solutions prior to implementation of said changes.

The Board shall provide vision coverage as part of the healthcare package. Coverage details will be determined by the Board. The Association will submit suggested coverage parameters prior to bidding.

Article 18.3 Surviving Spouse Coverage

The surviving spouse and dependents of a unit member who had thirty (30) years of service with the Washington County Board of Education and who was eligible to retire, will be eligible for continued health and dental benefits, the premium for which will be calculated the same methodology that would have been used for the unit member, providing that the unit member, spouse, and dependents were enrolled in such programs prior to the death of the unit member.

Article 18.4 Long Term Disability (LTD)

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

Article 18.5 Retirement Payment: Sick Leave

Upon retirement or death of a unit member, payment will be made at the rate of fifty dollars (\$50.00) for each unused sick leave day accumulated in Washington County for the first one hundred fifty (150) days. Accumulated days in the amount between one hundred fifty-one (151) and two hundred (200) days will be compensated at a rate of sixty dollars (\$60.00). Accumulated days in excess of two hundred (200) days will be compensated at a rate of seventy-five dollars (\$75.00). Payment will be made during the current calendar year, or upon the request, during the following January. In case of death, payment will be made to the unit member's estate.

Article 18.6 Tuition Reimbursement

WCPS will reimburse all unit members who are participating in courses at an approved and accredited college or university for a maximum of nine (9) credit hours per year. Courses must be pre-approved and will be reimbursed at a rate of three hundred fifty dollars (\$350) per credit hour earned and are subject to the available funds of six hundred twenty-five thousand dollars (\$625,000.00) per year.

Employees receiving tuition reimbursement will commit to a minimum of two (2) years of subsequent continued employment with WCPS. If an employee voluntarily leaves WCPS prior to fulfilling his/her two-year obligation, the unit member will reimburse WCPS for paid tuition for the previous two fiscal years.

Within one year of tuition reimbursement: 100% reimbursement owed to WCPS
Within two years of tuition reimbursement: 50% reimbursement owed to WCPS

- Unit members leaving due to retirement, non-renewal, termination, or approved medical leave are excluded from repayment of tuition reimbursement.
- Resignations as a result of military reassignment will also be exempt from repayment of tuition reimbursement.

Unit members may request reimbursement for up to three (3) additional credit hours subject to available funds and payable at the end of the fiscal year.

Unit members must be active employees at the time of the request, while coursework is being completed, and when reimbursement is requested. The unit member must file the completed request for tuition reimbursement with the Board by the dates listed below:

October 15th	For Summer Courses*
March 15th	For Fall Courses*
July 15th	For Spring Courses*

- * Inclusive of mini-mesters and all coursework completed during this window of time.

Courses, in addition to a planned academic or certification program taken by the unit member in order to support his/her professional growth and development in his/her current assignment, may qualify for reimbursement. Flexibility and substitute coverage may also be provided for travel and class attendance.

Eligible bargaining unit members shall be reimbursed by WCPS within a timely manner upon receipt of a reimbursement request, official transcript, and proof of payment. Reimbursement requests will be processed only for grades of "B" or higher.

Article 18.7 Professional Meetings

A reasonable portion (fifty percent [50%] to seventy percent [70%]) of all funds spent to attend professional meetings shall be allocated to paying the expenses of classroom unit members at said meetings.

Article 18.8 Payroll Deductions

A. Credit Union

Deductions from salary shall be made for the Washington County Federal Teachers Credit Union, provided that any unit member desiring such a deduction shall submit a signed authorization form (provided by the Credit Union) to the Board at least eight (8) workdays prior to the pay date on which the deduction is to commence. Deductions will be made bi-weekly until terminated or changed by the unit member in writing, provided that the unit member will notify the Board as to any change in the amount deducted at least eight (8) workdays prior to the pay date on which the change is to be effective. The Board will transmit money deducted to the Credit Union within eight (8) workdays after the last pay date of each month.

B. Tax-Sheltered Annuity Plans

A unit member may elect to have a specific salary reduction, within the legal limits, deducted bi-weekly, from pay checks to participate in a tax-sheltered annuity programs.

The Board will offer unit members a 457 Retirement Plan in addition to the current 403b Retirement Plan.

C. Political Action Contributions (PAC)

Deductions from salary shall be made for the Fund for Children and Public Education. To effect such a deduction, a unit member shall submit a signed authorization form (provided by WCTA) to the Association. WCTA will provide the original of the completed authorization form to the Payroll Department. There will normally be a one (1) pay period lag between the time the completed form is received in the Payroll Department and the first payroll deduction. Deductions will be made from each pay through June 15th (inclusive), unless terminated or changed by the unit member in writing. To make such a termination or change, the unit member shall send written notification which specifies the dollar amount and effective date of the change to the Payroll Department. Such notification must be received in the Payroll Department at least eight (8) workdays prior to the pay date on which the change is to be effective. The Board of Education will send all PAC deductions to the Association within eight (8) workdays after the last pay date of each month in which monies are deducted.

Article 18.9 Critical Need Areas - Tuition Reimbursement

Should a unit member apply for and be approved by Human Resources Administration to become highly qualified in a critical need area as defined by the Maryland State Department of Education (MSDE), the Board will pay one hundred percent (100%) of his/her tuition, books, and fees. Interested individuals must make application by way of instructions on the offerings posted on the Board's website.

Bargaining unit members who become highly qualified by way of this contractual provision will be placed in a critical need vacancy in exchange for committing to a minimum of three (3) years of any subsequent employment with the Board. If no vacancy exists at the time, the employee will be placed in a position for which he/she is certified until a critical need vacancy becomes available.

At the Board's discretion, flexibility and substitute coverage may be provided for travel and class attendance.

The Board shall determine participation parameters after conferring with the Association prior to posting said opportunities.

Article 18.10 Critical Need Areas—Sabbaticals

Bargaining unit members who apply for and are approved by Human Resources Administration may take a paid critical need sabbatical at seventy-five percent (75%) of his/her annual pay to complete coursework in an identified critical need area as defined by the Maryland State Department of Education (MSDE). Unit member benefits shall continue as if on full-time status. These individuals must be within one (1) year of completing his/her program of studies and make application by way of instructions on the offerings posted on the Board's website.

Bargaining unit members who successfully complete the critical need sabbatical will be placed in a critical need vacancy in exchange for committing to a minimum of three (3) years of any subsequent employment with the Board. If no vacancy exists at the time, the employee will be placed in a position for which he/she is certified until a critical need vacancy becomes available.

The Board shall confer with the Association to determine participation parameters prior to posting said opportunities.

At reinstatement, the bargaining unit member's salary will be governed by current provisions of Article 23.10 of the *Negotiated Agreement*.

SECTION IV: PERSONNEL MANAGEMENT

***Article 19
Transfers**

Article 19.1 Voluntary Transfers

A Procedures

Voluntary transfers may begin February 1st and continue through May 15th for assignments for the following school year. Identified vacancies will be advertised for at least eight (8) calendar days. Positions will be posted through the online application system which can be accessed through the WCPS website.

B. Application

Active unit members and unit members on a leave of absence interested in being considered for an advertised position shall apply for the position through the online application system by the posted deadline for that position.

C. Selection Criteria

In the determination of voluntary reassignments and/or transfers, the wishes of the individual unit member will be honored to the extent that such wishes do not conflict with the responsibility of the Superintendent as spelled out by law, the instructional requirements, and the best interests of the school system.

D. Notification

Upon acceptance of the requested tentative (i.e., awaiting Board action) transfer, successful applicants waive all rights to their current positions for the next school year. However, they continue to be eligible to apply for positions which become available through May 15th. Names of successful candidates are posted through Personnel Actions on the WCPS website. When a candidate has been selected, a courtesy email will be sent to unsuccessful applicants.

E. Reason for Denial

If a request for a voluntary transfer is not granted, the unit member shall have the prerogative of discussing the request with Human Resources administration.

F. Extension

A unit member desiring to be guaranteed consideration for a transfer from May 15th through July 1st must notify the Human Resources Department via the online application system by May 15th. Interest in a specific location, within a unit member's certification must be registered through the online application system to the Human Resources Department for consideration should that position become vacant. Unit members must indicate specific subject matter for secondary and PreK-12 certification areas or grade bands (primary – grades PreK-2 or intermediate – grades 3-5). The three (3) most senior qualified applicants who have indicated the specific vacancy as their first choice will be interviewed, if available, and considered on an equal basis with all other applicants. Unit members currently assigned to part-time or itinerant positions may apply for any vacancy through July 15th. It is the unit member's responsibility to monitor the website for vacancy announcements.

G. Placement on Involuntary Transfer List

If after the closure of the voluntary transfer process, a unit member has been unable to voluntarily transfer for two (2) consecutive years, that unit member may request in writing to the Superintendent and/or his/her designee to be transferred to another work site. Such determination shall be made by the Superintendent in accordance with the Education Article of

the Annotated Code of Maryland. The Superintendent has the exclusive authority to elect to execute the transfer sooner than the exhaustion of two (2) years, if determined appropriate by the Superintendent.

Article 19.2 Involuntary Transfers

A. Time of Notice

Except in emergencies, notice of involuntary transfers and/or reassignments will be given to affected unit members not later than May 1st.

B. Transfer Opportunities and Process

A list of positions or openings available to unit members will be provided to the affected unit member so a preference may be indicated. If the affected unit member desires additional information, he/she may request it through Human Resources. If the unit member feels a meeting with WCPS representatives is necessary, he/she may bring a fellow unit member and/ or an Association representative with him/her, though the involuntary transfer process will continue.

Article 20 Sick Leave

Article 20.1 Annual Allowance

At the beginning of each school year, each unit member shall be credited with the number of days of sick leave that corresponds to the number of months of work provided by his/her assignment (ten [10]-month assignment = ten [10] days; eleven [11]-month assignment = eleven [11] days). Sick leave is to be used for absences caused by personal illness or physical disability. Days of unused sick leave shall accumulate from year-to-year without limitation.

If a unit member resigns before the end of the school year under circumstances which the Board determines not to be an emergency, sick leave days which have been used in excess of one (1) day per month of employment and which are not covered by accumulated sick leave shall be regarded as lost time with an appropriate deduction made from the final salary check. (See also Article 22.2.)

Article 20.2 Procedure

Whenever possible, unit members shall give reasonable notification of their intention to be absent to the principal or the principal's designee, provided, however, that a unit member taking sick leave will not be required to arrange for a substitute. The parties encourage such notice, particularly when unit members have knowledge of a future absence, e.g., surgery, pregnancy, etc. In all instances, unit members must notify the automated calling system to document their sick leave usage.

Unit members absent five (5) or more consecutive days shall provide a statement from a physician, and when appropriate, a return-to-work form.

The Board and the Association agree that the principal, the principal's designee, or other appropriate administrator may request a physician's notice for a unit member's absence less than five (5) days in duration, provided that the principal, the principal's designee, or other appropriate administrator suspects abuse as a result of tangible, documented concern(s) that the principal, the principal's designee, or other appropriate administrator has produced. The Board and the Association agree that the unit member's representative has the right to review any such concern(s) prior to disciplinary action against a unit member.

Article 20.3 Sick Leave Bank

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

Failure to submit the annual Sick Leave Bank Administration Fee for non-WCTA members by October 1st will result in automatic cancellation of membership in the Sick Leave Bank. Membership may also be cancelled by submitting to the WCTA office the proper Sick Leave Bank cancellation form at any time, and the member shall not be eligible to use the bank as of the cancellation date.

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

The maximum number of sick days that can be granted in any one (1) fiscal year will be fifty (50) duty days. In no case will the granting of leave from the bank cause a member to receive more than his/her annual salary.

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

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

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

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

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

Article 20.4 Pregnancy

All or any portion of a leave taken by a unit member because of a temporary medical disability connected with or resulting from her pregnancy may, at the unit member's option, be treated as sick leave.

Article 20.5 Annual Notification

No later than October 31st of each school year, unit members shall be notified as to their number of accumulated sick leave days.

Article 20.6 Sick Leave Cash-Out

Unit members with perfect attendance (without use of any sick or personal leave during the school year) may cash in up to three (3) sick leave days at one hundred dollars (\$100.00) per day, payable by July 31st.

Article 21 Family Crisis Leave Exchange

Article 21.1 Family Crisis Leave Exchange

The purpose of the Family Crisis Leave Exchange (FCLE) is to provide sick leave to unit members after their accumulated sick leave, personal leave, and any other leave available to them has been exhausted. The exchange is intended solely for situations that are catastrophic and life threatening to members of the immediate family that require an employee to be temporarily absent from his/her assignment. This leave is not available for an employee's personal illness or injury. The exchange will be funded by voluntary contributions of leave from certificated employees in the bargaining unit. The exchange shall be in effect as of July 1, 2002.

Rules

1. A request for leave may be made only in connection with a catastrophic and life threatening illness or injury of a member of the immediate family as defined as follows, or one that stands in the same status as determined by the FCLE Committee. Immediate family means the employee's spouse, child, or parent.
2. The applicant shall not be gainfully employed in any other capacity during the covered period.
3. Maximum grant shall be thirty (30) workdays.
4. A family may receive a maximum grant only once in any three (3) year period.
5. Contributors are limited to a maximum contribution of one (1) earned day in any individual case.

Procedures

1. Application must be made in writing to the FCLE Committee, in care of the WCTA office, stating the details of the circumstances and the likely duration.
2. The Department of Budget and Finance shall verify the employee's leave status to the Committee.
3. A written statement detailing the condition, treatment plan, and diagnosis must be submitted by the attending physician(s) before any FCLE can be granted.
4. The Committee shall notify the Superintendent or designee, the building principal, the Human Resources Department, and the appropriate central office supervisor of the applicant and seek any input that they may have concerning the request.
5. The Committee shall approve or deny the request by a majority vote of the committee. The Committee's decision may be appealed to the WCTA Board of Directors within ten (10) workdays. The WCTA Board of Directors' decision shall be final and binding upon all parties at interest.
6. The committee shall notify the applicant of its decision, in writing, within ten (10) workdays.
7. Upon approval, the Committee will first notify the staff at the applicant's worksite of the request for voluntary leave donations, then all other sites.
8. Volunteers who wish to donate any of their earned sick leave must complete and sign the Family Crisis Leave Donation Form and return the form to the WCTA office.

9. WCTA shall establish a database system to track the donations with their utilization.
10. WCTA shall provide the Human Resources Department written notice of names of contributors, number of days donated, and names of recipients.
11. Donated days will be granted in the order they were received.
12. Should a successful applicant exhaust his/her grant or return to work or should he/she qualify for any other leave, any remaining contributions shall be returned to those who contributed them in the reverse order they were received. The exchange balance shall remain at zero (0) until the next request.
13. The FCLE will function on an as needed basis.
14. The Committee will consist of at least three (3) unit members selected by the WCTA President, and approved by the WCTA Board of Directors, and two (2) Board employees selected by the Superintendent or designee.

Article 22

Temporary Leaves of Absence

Article 22.1 Bereavement

Unit members shall be entitled to bereavement leave as follows:

- A. Five (5) school days shall be allowed for the death of a child, parent, brother, sister, spouse, or any person who lived regularly in the household of the unit member.
- B. Three (3) school days shall be allowed for the death of an in-law (mother, father, sister, brother, daughter, son), grandparent, grandchild, or for the death of a unit member's or spouse's aunt, uncle, niece, or nephew.
- C. One (1) school day shall be allowed to attend the funeral of a fellow unit member or a close friend.

Members may request an extension of allowable leave for up to five (5) days per incident by contacting the Executive Director of Human Resources or other Superintendent's designee.

Days during the leave periods do not have to be consecutive.

Upon written request from the Human Resources Administration or other Superintendent's designee, absences greater than three (3) consecutive days may require submission of documentation indicating the nature of the loss requiring bereavement leave.

Article 22.2 Illness in Family

Up to ten (10) school days, charged against sick leave, shall be permitted for illness in the immediate family, including spouse, child, parent, mother-in-law and father-in-law, or anyone who lives regularly in the household of the unit member. (See also Article 20.1.)

Members may request an extension of allowable leave by contacting the Director of Human Resources or the Superintendent.

Article 22.3 Summons

Leave with pay shall be granted to satisfy the requirements of a legal summons when connected to a job related matter. The unit member shall notify the principal in advance of such absence. Full pay shall be allowed except where the unit member is found guilty of a criminal offense.

Article 22.4 Jury Duty

Unit members will be released for jury duty without loss of pay.

Article 22.5 Personal Leave

Three (3) personal leave days will be provided each year to each employee to be used at his/her discretion. Unused days will be accumulated as sick leave.

Tenured unit members may roll over up to two (2) days a year for a maximum of five (5) personal days. The unit member may request the use of more than three (3) consecutive personal days from the Director of Human Resources no more than one (1) time every five (5) years.

Personal leave may not be taken on an in-service day, immediately preceding or following a school holiday, nor during mandated student assessment days unless factors beyond the employee's usual control require that the employee use personal leave on such a day. The principal may require a reason be given before approving personal leave on such a day.

Article 22.6 Religious Observance

Members may schedule up to three (3) days of release time leave per school year for the observance of religious holidays or events not accommodated by the school calendar. Such request(s) shall be made to the building principal at least thirty (30) days in advance and may require communication on the employee's part during the summer or other breaks. In case of denial, bargaining unit members may appeal to the Human Resources Administration or other Superintendent's designee.

Employees electing this leave shall not expect to suffer a personal day or wage penalty; rather, this time shall be "made up" through instructional time as agreed upon in advance by the employee and principal. Examples might include, but are not limited to, state assessment preparation tutoring, Twilight, interventions, etc.

However, in the event that an employee does not “make up” any time taken under this provision, he/she shall have the day(s) deducted from personal leave, or if no personal days exist, the employee’s per diem rate of pay shall be deducted from his/her last paycheck for the school year.

Article 22.7 Temporary Military Service

All employees who are members of the military or naval establishments of the United States or of the State of Maryland shall be granted leave on those days during which they shall be engaged in any military or naval duty to which they shall be ordered by proper authority, not to exceed fifteen (15) calendar days in any year without loss of pay for the working days included in such leave.

Article 22.8 Other Temporary Leaves

Other temporary leaves of absence or extensions may be granted for good reason by the Superintendent.

Article 23 Extended Leaves of Absence

Article 23.1 Association Leave

Up to two (2) unit members designated by the Association shall, upon request, be granted a leave of absence for up to two (2) school years, without pay, for the purpose of engaging in an executive or advisory capacity of a professional association (local, state, or national).

Article 23.2 Alternative Service

A leave of absence without pay for up to two (2) school years shall be granted to any tenured unit member who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher and is a full-time participant in any such program.

Article 23.3 Study

A tenured unit member shall be granted a leave of absence without pay for up to one (1) year of legitimate study or up to two (2) years to teach in an accredited college or university. Additional leave may be granted at the discretion of the Superintendent with approval by the Board.

Article 23.4 Military Leave

Military leave without pay shall be granted to any unit member who is drafted or enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment.

Article 23.5 Political Leave

The Board shall grant a leave of absence without pay to unit members who wish to campaign for or to serve in a public office, or to campaign for a candidate for public office other than himself or herself. Such leave shall not exceed the length of the applicable term of office.

Article 23.6 Sabbatical

After five (5) years of successful teaching experience in Washington County, a unit member may apply for leave for the purpose of advanced study at an approved college or university for up to one (1) year with one-half (1/2) pay contributed by the Board.

Applications must be submitted to Human Resources Administration by February 1st.

Leave is subject to the following conditions:

- A. Leave will be in effect only as long as the recipient is enrolled in an institution of higher learning.
- B. Leave shall not deprive the recipient of the normal salary increase on the current salary schedule or current insurance benefits.
- C. A ratio of one (1) applicant from the group comprised of administrative staff and principals for every eight (8) unit member applicants will be permitted sabbatical leave at one (1) time, provided, however, that this section shall not be applicable where an administrator on sabbatical leave is not replaced during the time of such leave.
- D. Unit members with the longest tenure will have preference. Applicants who are not accepted shall be placed in priority position on the list in succeeding years.
- E. Unit members who are granted leave shall be required to return to Washington County for at least two (2) years of service, if returned to the same position or substantially equivalent position of service.
- F. Any unit member incapacitated while on leave and unable to return to his/her position shall not suffer any penalty for such condition.

Article 23.7 Family Medical Leave (FML)

Personnel covered under the provisions of the Family and Medical Leave Act will be afforded leave in accordance with the Act.

An employee must first use his/her paid annual leave, personal leave, and sick leave for the purposes of family and/or medical leave prior to using his/her unpaid leave. However, in no event shall FML exceed an aggregate of twelve (12) weeks in any twelve (12)-month period.

Article 23.8 Parental Leave

A. Leave Request

Tenured unit members shall, at their request, be granted a leave of absence without pay for child bearing and/or child rearing for such period of time as they specify, but not to exceed three (3) years. This provision shall not preclude the possibility of said leave being extended to non-tenured unit members, provided, however, that said leave does not extend beyond the limits of the unit members' individual contracts.

B. Substitute Teaching

No unit member on said leave shall, on the basis of said leave, be denied the opportunity to substitute in the Washington County School System upon presentation of medical testimony that the unit member is able to do so.

C. Adoption

Tenured unit members adopting an infant child shall, at their request, receive similar leave which shall commence upon the unit member receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements of adoption.

Article 23.9 Other Extended Leaves

Other extended leaves of absence without pay may be granted for good reason by the Superintendent.

Article 23.10 Reinstatement

Unit members returning from leaves granted pursuant to this Article shall be assigned to their former positions or their equivalents when the voluntary transfer process closes. Unit members returning from leaves granted pursuant to this Article may participate in the voluntary transfer process. Those who do not secure a position prior to the close of the voluntary transfer process shall have assignment preference over new incoming unit members. A unit member returning at a time other than at the beginning of the school year shall be assigned the first available position for which the unit member is qualified. However, the intent of this Article should not be construed to imply continued employment of a non-tenured unit member whose contract was not renewed. Upon return from leave granted pursuant to sections 23.1, 23.2, 23.3, 23.4, or 23.6 of this Article, a unit member will be considered as if he had been actively employed by the Board during the leave in that he will be placed on the salary schedule at the level he/she would have achieved had he not been absent. All benefits to which a unit member was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return.

Unit members who have notified the Human Resources Department of a desire to return from leave are considered for placement on the same basis as unit members who are on recall.

Article 23.11 Benefit Continuation

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

Article 23.12 Application

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

Article 23.13 Notice of Intent to Return

The unit member must give notice of a decision to return from leave or to resign by June 15th prior to the opening of school. Failure to give such notice shall result in the unit member waiving rights as expressed in this Article.

Article 24 Reduction in Force

Article 24.1 Reduction in Force

Length of service in the Washington County School System, as determined by the date upon which each unit member's initial individual contract was signed, will prevail whenever a layoff occurs. The parties agree that the following procedure will be utilized in any layoff.

For the purpose of identifying positions for which more senior affected unit members may opt:

- All non-tenured unit members will be considered as non-renewed.
- Utilizing a system-wide seniority list, the WCPS Management, in consultation with the Association, will identify sufficient number of positions currently occupied by the number of least senior unit members necessary to provide positions for those unit members initially affected by the reduction in force.
- In determining the number of positions necessary, the WCPS Management will pay due attention to all federal and state mandates regarding certification and qualifications for professional staff. To implement the position selection and placement for affected senior unit members:
- The WCPS Management will contact each senior affected unit member, in order of his/her seniority (most senior first), and will identify for each, all vacated positions for which the unit member is certified and legally qualified.
- Each will then be provided twenty-four (24) hours (excluding weekends, holidays, and days that are normally workdays when schools are closed) to identify for the WCPS Management his/her preferences for placement in descending order of acceptability.

- The WCPS Management will assign each senior affected employee (most senior first) to the position he/she identified as his/her most preferred placement. Should a more senior unit member have selected his/her first choice, he/she will be offered his/her most preferred position from the identified positions remaining.
- This implementation process will continue until as many unit members as possible affected by the layoff and the implementation of these procedures has been placed in a position for which they are certified and highly qualified.

Recall

- Unit members on layoff shall be recalled in order of their length of service as vacancies become available for which they are certified and highly qualified.
- While a layoff continues, no new hires shall be permitted except where:
 1. There are no unit members on layoff who are certificated and highly qualified to fill a vacant position, or
 2. All certified and highly qualified unit members on layoff decline to fill the vacancy.
- The WCPS Management will provide timely written notice of vacancies to unit members on layoff.
- Each unit member notified that there is a vacant position for which he/she is certificated and highly qualified will have five (5) workdays in which to exercise his/her recall rights.
- In order for recall rights to be exercised, unit members must be available to begin work within twenty (20) days after their response to the WCPS Management.
- Affected individuals will retain recall rights for a period of two (2) years or until such time as a unit member declines a position for which they are certified and highly qualified.
- Except where there is a proven medical disability or a valid professional contract in effect with another Maryland public school system, a unit member who declines the offer of a position for which he/she is certified and legally qualified shall forfeit recall rights.

SECTION V: GENERAL PROVISIONS

Article 25 General Provisions

Article 25.1 Distribution

A limited number of copies of this Negotiated Agreement will be printed at Board expense and provided to the Association each year. In addition, copies will be provided to all new hires. The agreement is available on WCPS' website and updated as appropriate with mutual agreement of both parties.

Article 25.2 Policy Conformity

This *Negotiated Agreement* constitutes Board policy for the term of said *Negotiated 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 *Negotiated Agreement*.

Article 25.3 Non-Discrimination

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

Article 25.4 Severability

If any provision of this *Negotiated Agreement* or any application of this *Negotiated Agreement* to any unit member or group of unit members is held to be contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet not later than fifteen (15) days after such holding for the purpose of amending the language to conform with the law.

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


Article 26 Duration

The provisions of this Negotiated Agreement shall be effective July 1, 2017 and remain in full force and effect until June 30, 2022.



During the 2017/2018 school year, salary only will be negotiated. During the 2018/2019 school year, salary will be negotiated and each party will have the option to open one sub article. During the 2019/2020 school year, salary will be negotiated and each party will have the option to open two sub articles. During the 2020/2021 school year, salary will be negotiated and each party will have the option to open two sub articles. During the 2021/2022 school year, full contract negotiations will be conducted.

- a. 2017-2018 – Salary
- b. 2018-2019 – Salary plus 1 Article
- c. 2019-2020 – Salary plus 2 Articles
- d. 2020-2021 – Salary plus 2 Articles
- e. 2021-2022 – Full Contract

FOR THE
BOARD OF EDUCATION
OF WASHINGTON COUNTY


Melissa Williams
Board President

FOR THE
WASHINGTON COUNTY
TEACHERS ASSOCIATION


Neil Becker
WCTA Chief Negotiator,
WCTA President
Boyd J. Michael, III, Ed.D.
Superintendent

Appendix B
Health Care
Memorandum of Understanding

between
the Board of Education of Washington County and
the Washington County Teachers Association

Employee Benefit Plan

The Board agrees to facilitate, at a minimum quarterly, discussion on healthcare with the Health Care Committee. The Health Care Committee shall be comprised of four (4) representatives of each Association and four (4) representatives in total of the Board of Education. The committee will discuss, study, and make recommendations pertaining to the employee benefit plan and cost including recommendations for plan design and rate setting with the assistance of consultants. The Purchasing Department will issue, as needed, an RFP for administration of the then current health insurance plan. Upon receipt of the responses to the RFP, the Committee may review the bid responses. Consensus for recommendations must reach a two-thirds majority of the membership of the committee for approval for recommendation. The recommendations of the Committee are subject to negotiations.

The employee groups agree to defer the identification of future employee benefit plans to the Health Care Committee, which has equal representation from all three employee groups. The Health Care Committee will make a recommendation to the Board of Education. The current health plans specified in each group's agreement will be maintained until new plans are accepted and implemented. Every effort will be made to purchase plans that are substantially equivalent to the contribution levels within current employee benefits policy. The Board reserves the authority to accept or reject the Health Care Committee's recommendation.

- NOTES -

— Building a —
COMMUNITY
that inspires curiosity, creativity &
ACHIEVEMENT.
—
WASHINGTON COUNTY PUBLIC SCHOOLS
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