

MASTER NEGOTIATED AGREEMENT

BETWEEN

THE BOARD OF EDUCATION OF WORCESTER COUNTY

AND

THE WORCESTER COUNTY TEACHERS' ASSOCIATION

July 1, 2016 – June 30, 2018

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ARTICLE I
RECOGNITION

1. In accordance with Title 6, Subtitle 4, of the Maryland Public School Laws, the Worcester County Board of Education recognizes the Worcester County Teachers' Association for purposes of negotiation as the exclusive representative of a unit consisting of all MSDE certificated employees of the Worcester County school system, excluding the Superintendent of Schools, the Assistant Superintendent of Schools, and temporary teachers.
2. A temporary teacher excluded from the bargaining unit is one who is hired for a period of up to six (6) months and is so informed at the time of employment; who is hired to fill a temporary job or for a special project, or to replace any teacher on leave.
3. Definitions - Where used in this agreement, the following definitions shall apply:
 - a. Teachers - Unless otherwise indicated, the term "teachers" shall refer to all MSDE certificated employees in the negotiating unit and references to male teachers shall include female teachers.
 - b. Seniority - Seniority shall be defined as uninterrupted service, including approved leave time, computed from the date on which the teacher signed his/her individual professional contract of employment.

ARTICLE II
PROCEDURES FOR THE IMPLEMENTATION OF PROFESSIONAL NEGOTIATIONS
BETWEEN THE WORCESTER COUNTY TEACHERS' ASSOCIATION AND THE
BOARD OF EDUCATION OF WORCESTER COUNTY

Pursuant to Title 6, Subtitle 4, of the Maryland Public School Laws, a comprehensive agreement relative to working conditions for teachers shall be negotiated each year between the Worcester County Teachers' Association and the Board of Education of Worcester County. This agreement shall be concerned with salaries, wages, hours, and other working conditions.

SECTION I. AGREEMENT

This agreement is made and entered into this 15th day of March, 2016, by the Board of Education of Worcester County (hereinafter referred to as the "Board") and the Worcester County Teachers' Association (hereinafter referred to as the "Association").

SECTION II. PHILOSOPHY

The Board and the Association believe that the objectives of the educational program of Worcester County are realized to the highest degree when mutual understanding, cooperation and effective communications exist between the Board and the Association. Therefore, in recognition of this fact, members of both negotiating teams shall negotiate in a professional manner and in good faith.

SECTION III. PROCEDURES

1. Prior to October 1 of each year the Association and the Board shall each designate in writing to the other not more than six (6) official representatives to serve on its negotiating team.
2. Negotiating sessions shall be held in locations which are mutually acceptable to both teams.
3. Negotiating sessions shall be scheduled on days and at times mutually satisfactory to both teams. Sessions shall be held at least once a week to insure continuity of thought unless otherwise agreed by mutual consent.

4. Both parties and/or the Superintendent shall furnish each other, upon request, available information pertinent to the issue(s) under consideration. Either party may, if it so desires, utilize the services of outside consultants.
5. Negotiations shall begin on the third Wednesday of November and end on March 15 unless otherwise agreed upon by the parties. All proposals from the Association and the Board shall be presented at the first negotiating session. By mutual agreement, the teams may later make additional proposals based on lack of available information at the time of the opening session or unforeseen situations which might develop after the opening of negotiations.
6. Each negotiator shall affix his/her signature to two copies of the total agreement which has been reached. Copies shall be transmitted to the respective groups.
7. The official representatives appointed by each group shall have full power to negotiate for that group, but the final agreement shall be subject to ratification or rejection by the Association and the Board.
8. Within fifteen (15) working days of the conclusion of negotiations the Association and the Board shall ratify or reject the total agreement which was agreed upon by the negotiating teams. If either group fails to ratify the total agreement, it shall state its objection(s) in writing to the negotiating teams.
9. Negotiations will resume within five (5) working days after receiving the objection(s) in writing and will continue on those dates and times mutually agreed upon until agreement is reached. Within fifteen (15) working days of the conclusion on these negotiations the Association and the Board shall ratify or reject the entire agreement.
10. After mutual ratification the presidents of the Association and the Board and the Superintendent of Schools shall sign the comprehensive agreement.
11. The effective date of all ratified items shall be July 1 unless otherwise specified.
12. If the parties fail to reach an agreement, the impasse process shall be conducted pursuant to regulations adopted by the Public School Labor Relations Board and in compliance with Title 6 of the Education Article of the Annotated Code of Maryland.
13. If any provision of this agreement or any application thereof is held to be contrary to law by a court of competent jurisdiction, 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 any such holding for the purpose of renegotiating the provision affected.

ARTICLE III
RIGHTS AND PRIVILEGES

SECTION I. ASSOCIATION RIGHTS AND PRIVILEGES

1. In order for the Association to properly administer this agreement for the benefit of all teachers and the welfare of the school system, the Association will have access to all school buildings and to all teachers, provided that the exercise of this right will not interfere with the educational program.
2. The Board will, upon written request, provide the Association with any documents which will assist it in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and the students together with any other available information which may be necessary for the Association to formulate programs or process grievances under this agreement.

3. The Association may use school facilities and equipment including word processors, photocopying machines and other duplicating equipment, machines, and audio-visual equipment at reasonable times. The cost of the supplies and/or usage charges shall be paid by the Association.
4. There will be one (1) bulletin board of appropriate size reserved for the Association in each school building for the purpose of displaying notices, circulars, and other such material. Copies of all such material will be given to the building principal but his/her advance approval will not be required.
5. The Association may have the privilege of placing notices, circulars, and other material in all teachers' mailboxes. In addition, Association representatives shall be able to use the Board's electronic communications systems for Association business. All Association communication will be identified as a communication from the Association and will comply with Board policies and procedures. The Board will be held harmless in the case of computer or system interruptions or interruptions in access to the electronic communication system.
6. The Association will be provided with the names and school assignments of all new teachers and all retiring teachers upon request from the Association.
7. The Association may have the privilege of placing in the Superintendent's packet to all new teachers a letter prepared by the Association which informs said teachers that the Association is recognized as the exclusive negotiating representative for all teachers in the Worcester County school system.
8. The Association shall be granted ten (10) days leave for use by the President of the Association to attend professional meetings. A substitute will be employed by the Board for the Association President while on leave. The ten (10) days must consist of ten (10) whole days or any combination of whole and half days whose sum is ten (10) whole days. The building principal shall be notified at least one week in advance, if possible, of the day leave is to be taken unless an emergency situation exists. Whenever possible, considering staff allocations, student course requirements and the limited flexibility of an elementary teacher's schedule, the WCTA President will be granted an additional nonteaching period daily for Association business. If the additional planning period cannot be scheduled, the principal will give the reasons in writing to the WCTA President. If the teacher is not satisfied, an appeal will be made to the Superintendent whose decision will be final. If the Association President is an elementary teacher, nonteaching duties will not be assigned and this time will be available for Association business.
9. The President of the Association may designate one teacher per month to represent the Association at the regular monthly Board meeting with the expense being borne by the Board. Representatives will be selected from a different school each month, a given school being used only once per year.
10. In conjunction with the Maryland State Teachers' Convention, the Board will grant no more than two (2) teachers one (1) day each per year to attend committee meetings where their attendance is pertinent. Substitute funds for these teachers will be provided by the Board.
11. The Association President and the Superintendent of Schools shall meet on a monthly basis for the purpose of discussing mutual concerns of the educational programs of the Worcester County Public Schools.
 - a. Subject to the terms and conditions of this agreement and to the provisions of the Education Article of the Annotated Code of Maryland, it shall be the exclusive function of the Board and the Superintendent of Schools to determine the mission of the county public education system and to operate the affairs and direct the personnel of the system in all aspects, including but not limited to the standard of service to be offered; the efficiency of administration, the methods, means and personnel by which such operations are to be conducted; the right to discipline; and to take whatever action and issue rules, policies and procedures, and regulations necessary to carry out the mission of the county public education system for which they are responsible and which is entrusted to them.
12. The Association will be given the opportunity to meet with new teachers at the annual new teacher orientation.

ARTICLE IV
TEACHER EMPLOYMENT

1. The Board and the Association agree that the strength of the school system is based on the employing and retaining the best teachers for all positions.
2. All new teachers or reinstated teachers will be placed on the proper step of the salary schedule according to their experience and education.
3. Any teacher will be informed of his/her current certification status upon written request.
4. Previously accumulated unused sick leave days will be restored to all returning teachers.
5. A teacher with less than five (5) months of experience will be placed on a half-step. A teacher with five (5) or more months of experience will be placed on the next full step.
6. Leave benefits and salary shall be calculated on a prorated basis for part-time teachers. Regularly employed teachers who are assigned a minimum of one-half day per school day shall be eligible for full insurance benefits. The intent of this statement will not be to reduce the number of full-time instructional staff.
7. Trades and industry teachers who are within three semester hours of completing standard professional certificate requirements shall be paid on the standard professional scale for one year to give them an opportunity to qualify for the standard professional certificate.

ARTICLE V
TEACHER ASSIGNMENT

1. All teachers will be notified, in writing, no later than the end of the school year of their tentative class and/or subject assignments for the forthcoming year. The teacher will be notified promptly of any change in assignment and will be provided with the reasons, in writing, for said changes which occur after August 15.
2.
 - a. In arranging the schedule of a teacher who is assigned to more than one school, an effort will be made to limit the amount of interschool travel.
 - b. Teachers who are assigned to more than one school per day will be reimbursed for travel between schools assigned to them at the rate indicated in the annual Board of Education Operating Budget.
3. Wherever feasible, teachers will be assigned to work within the area(s) of competence within the scope of their teaching certificate and/or their major or minor field of study.
4. Transfers
 - a. Involuntary Transfers - An involuntary transfer will be made only to maintain balanced staffing, comply with staffing requirements imposed judicially or necessary as a result of State or Federal Agency Guidelines, or in case of emergency. Balanced staffing shall be defined as that which provides teachers who have necessary qualifications, experience and training to teach specified subject areas and grade level, and who vary in race, length of service, and sex.
 - (1) Subject to one or more of the conditions set forth above, as between two or more properly certified teachers experienced at the elementary or secondary level; seniority determined by the length of continuous service in the Worcester County school system shall determine who is involuntarily transferred, and the least senior teacher shall be transferred.

- (2) Also subject to one or more of the considerations set forth above, a teacher being involuntarily transferred shall have first choice as to vacancies for which he/she is properly certified and experienced at the elementary or secondary level; and, between two or more properly certificated teachers experienced at elementary and secondary level, seniority in Worcester County schools shall determine priority for consideration.

b. Voluntary Transfers

- (1) Subject to the preferential consideration of teachers to be involuntarily transferred and all of the conditions in Section I above, or where circumstances present another valid reason for variance, tenured teachers shall have the right to apply for a transfer to vacant positions for which they hold professional certification.
- (2) Teachers must indicate their desire to be transferred on the Teacher Intent Form which is distributed after January 1, and must adhere to the deadlines indicated on the form. When a vacancy occurs on or before July 15, all teachers requesting a transfer to the vacant position or a similar one will be contacted by mail or phone and given a date and time for an interview.
- (3) Requests for transfer must be renewed annually.
- (4) Principals in schools where vacancies occur will first interview teachers requesting a transfer.
- (5) Any teacher who is not granted a transfer shall, upon request, be given a written explanation.

5. Excess Teachers

- a. As between two or more teachers assigned in a subject area, seniority determined by the length of continuous service in the Worcester County school system shall determine who is declared excess at a school.
- b. The teacher declared excess shall have first choice as to vacancies for which he/she is certified and experienced. Between two or more properly certificated teachers experienced in the subject area, seniority in the Worcester County school system shall determine who has first choice.

ARTICLE VI
EVENING SCHOOL AND FEDERAL PROGRAMS

1. All openings for evening school positions and for positions under Federal and other special programs (including nonteaching positions for which teachers may be qualified and eligible) will be adequately publicized by the Superintendent in each school building.
2. In filling such positions, consideration will be given to a teacher's area of competence, major and/or minor field of study, quality of performance, attendance record and length of service in the Worcester County school system and when all other factors are substantially equal, preference will be given first to teachers who have taught the subject area and/or grade level in question during the regular school year and then to teachers who have taught the grade and/or subject in question on a regular basis at any time during the preceding five school years.
3. The Association will encourage teachers to accept positions in the aforementioned programs.

ARTICLE VII
VACANCIES AND PROMOTIONS

1. Promotional positions are defined as all full-time professional positions other than that of classroom instructor.
2. All vacancies in promotional positions will be adequately publicized by the Superintendent in accordance with the following procedures:
 - a. When school is in session a notice will be posted in each school as far in advance as practical, but at least 15 calendar days before the final date when applications must be submitted.
 - b. For positions to be filled in the succeeding school year, when known prior to the summer vacation, notice of such vacancies will be posted in each school with stipulation of the closing date of application.
 - c. For vacancies occurring during summer vacation, the required vacancy notice will be posted on the Worcester County Public Schools' website at least seven (7) calendar days before the final closing date. A notice will be placed in the mail to the most recent payroll address of teachers who indicated on their Teacher Intent Form a desire to be notified at least seven (7) days before the final closing date.
3. All applications will be submitted in writing and the Superintendent will promptly acknowledge receipt of such application. Each applicant will be notified when the position is filled.

ARTICLE VIII
TEACHER PROTECTION AND EXEMPTIONS

1. The Board and Association agree that teachers have a right to work in a school environment that is free of physical assault. Teachers will immediately report all cases of assault suffered by them in connection with their employment to their immediate superior in writing. This report will be forwarded to the Superintendent who will comply with any reasonable request from the teacher for information in the Superintendent's possession relating to the incident or the teachers involved, and will act in appropriate ways as liaison between the teacher, the police and the courts.
2. Teachers shall not be required to search for bombs or other explosives.
3. No teacher will be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.
4. The personal life of a teacher shall be the concern of and warrant the attention of the Board only as it may directly prevent the teacher from properly performing his/her assigned function during duty hours.
5. Teachers will be assured freedom of individual expression and protection from censorship or restraint which might interfere with their obligation to present fairly all sides of issues in their teaching functions.
6. The Association and the Board jointly proclaim their belief and commitment that all teachers have the right to a work place that is free from sexual, racial and religious harassment. The Superintendent or his/her designee shall investigate all charges of harassment and respond to the teacher in writing within twenty (20) working days of receipt of the written charges. Confidentiality shall be guaranteed to all parties involved until all administrative procedures have been exhausted. If the Superintendent's decision is unacceptable, the teacher shall appeal in accordance with Article 4-205 (c) (4) of the Public School Laws of Maryland. The teacher shall retain all rights to pursue the matter legally.
7. The Board and Association agree that teachers have a responsibility to promote a school environment that is free of drugs.

8. There will be no reprisals of any kind taken against any teachers by reason of their membership in the Association or participation in any of its activities.
9. No material relating to a complaint against a teacher shall be placed in a teacher's file unless it is justified and, further, unless it is signed by the teacher. The teacher shall be given the opportunity to acknowledge that he/she has read the material by affixing his/her signature on the document to be filed, with the understanding that the signature merely signifies that he/she has read the material and does not necessarily indicate agreement with its contents. The teacher shall have the right to answer any material filed and his/her answer shall be attached to the filed copy only after the teacher to whom the response was addressed has signed the letter indicating that he/she has read it. Such response must be made within fifteen (15) working days of the receipt of the written complaint.
10. A teacher shall be permitted to examine his/her file at all reasonable times. After a period of two years, the teacher may submit a written request detailing reasons that the Superintendent should consider removing information relative to Number 9 above.
11. Administrators shall place in teachers' files information of a positive nature indicating special competencies, achievements, performances, or contributions of an academic, professional, or civic nature, at the request of the teacher. It shall be the responsibility of the teacher to have such material in appropriate form and delivered to the appropriate office. The material entered must state that the material is being placed in the record at the request of the teacher.
12. In the event that a teacher has any clothing or other personal property damaged or destroyed as the result of an assault or battery suffered in the course of his/her employment, the Board shall reimburse the teacher for the cost of repair or the replacement value of such property, less any benefit from any insurance coverage. The maximum benefit shall be \$500. The teacher shall submit an itemized request for reimbursement with documentation of the repair or replacement cost.
13. The Board shall reimburse teachers for personal property destroyed, lost, or damaged on school property as a result of vandalism under the following circumstances:
 - a. In the case of personal property, supplies or materials brought to school to be used as an adjunct to instructional activities, a written request to use the article(s) must have been approved by the principal prior to the loss. Each request shall include an accurate description along with appropriate serial numbers and/or model numbers and cost. Such requests must be renewed annually.
 - b. No coverage shall exceed \$500, and payment will be made only for losses not otherwise covered by insurance or restitution.
 - c. Such coverage shall not apply if the negligence of the teacher contributes to the loss.
 - d. Requests for reimbursement shall be presented to the principal or immediate supervisor within fourteen (14) days of the loss or damage. The request must contain a statement describing the incident, and an itemized list of the property with documentation of the replacement cost.
14. The duties and responsibilities of teachers will be consistent with the rights, privileges and protection contained in this agreement.
15. Teachers will be provided with a copy of written correspondence to parents or guardians regarding their status as a highly qualified teacher.
16. The Board will maintain safe, sanitary, and healthy working conditions that comply with state and federal regulations. The Board, Association, and teachers agree to work collaboratively to maintain a healthy work environment. Should a teacher feel that a safety problem may exist, it will be reported immediately to the principal or designee. An inspection will be conducted as soon as possible and the person reporting the matter advised of the

results. If in the judgment of the Superintendent or designee a room or area is judged to be unsafe, that location will be closed to students and staff until corrective action has been taken. The Board and Association mutually agree that the decision of the Superintendent or designee on these matters is not subject to arbitration.

ARTICLE IX
REDUCTION IN FORCE

1. Separation

When there is to be a reduction in the teaching staff at the elementary or secondary levels, teachers will be separated from service on a system-wide basis in the following order giving priority emphasis to field of certification and seniority:

- a. Provisionally certified teachers at the level and in the field or subject where reductions are to be made.
- b. Non-tenured teachers certificated and teaching at the level and in the field or subject where the reductions are to be made.
- c. Tenured teachers whose certificates are rated second class teaching at the level and in the field or subject where the reductions are to be made shall be separated in inverse order of seniority.
- d. Tenured teachers teaching at the level and in the field or subject where the reductions are to be made shall be separated in inverse order of seniority.
- e. Teachers on leave of absence shall be eligible for separation as though they were in active service.

2. Recall

- a. Tenured teachers separated from service shall be recalled from the recall list in inverse order of their separation when appropriate positions become available at the level and in the field or subject at which they were teaching when separated. Each teacher offered recall shall be notified by certified mail at the address provided by the teacher. Within seven (7) calendar days of receipt of the offer of reemployment, the teacher shall accept the position in writing. Failure to respond in writing during the specified period or rejection of the offer shall constitute removal from the recall list. It shall be the responsibility of each teacher separated to keep the Superintendent informed in writing of any changes in address. Teachers who are recalled must be prepared to report to active service on the date specified by the Superintendent, provided the required number of days shall not be less than fourteen (14) calendar days.
- b. Tenured teachers on the recall list shall have the option of continuing membership in the Board's group health and major medical insurance plan by paying the full premium cost in advance to the Board on a quarterly basis. It shall be the responsibility of the teacher to take the initiative to pay for group health and major medical insurance without notice from the Board.
- c. Tenured teachers shall remain on a recall list for a period of two years.

ARTICLE X
TEACHER EVALUATION

1. Teachers will be given a copy of any observation report within ten (10) working days of the observation unless a longer period of time is mutually agreed upon due to unusual circumstances. No such report will be submitted to the central office, placed in the teacher's file, or otherwise acted upon without prior conference with the teacher. The teacher may respond on the official report and said response will be included in the teacher's file. If

the teacher prefers to respond to the observation or evaluation in a letter form, the teacher must state his/her desire to have the letter included in his/her central office personnel file and must send a copy to the Supervisor of Human Resources within fifteen (15) working days of the date of signing the observation or evaluation form. Where the report contains criticism of the teacher's performance such criticism shall be accompanied by recommendations as to needed improvement.

2. Teacher evaluation and rating procedures shall be in accordance with State Law and State Board of Education Bylaws. Procedures used shall be those jointly developed by the Board and the Association and approved by each party. The Board will publish the procedures in its Policies and Procedures Manual, two copies of which will be placed in each school. Changes in procedures will be made only with the consent of both parties.
3. All classroom observations of the teaching performance of a teacher shall be conducted openly and with the full knowledge of the teacher.
4. Teachers have the option of striking one observation form per year from their official record or file. This must be done in writing to the Supervisor of Human Resources within ten (10) working days after receipt of the signed observation form to be stricken, so as to permit time for the required number of observations. The written request will be placed in the teacher's file to indicate that an official observation occurred.

ARTICLE XI

WORKING CONDITIONS

The Board of Education and Association recognize the importance of a welcoming professional environment and share responsibility for fostering a climate of mutual respect and collaborative decision making. Teachers, administrators, and supervisors will not communicate negative criticism toward each other in the presence of students, peers, or in any public forum unless there is a serious problem which requires immediate, corrective action or student safety is in jeopardy.

1. Work Year

The work year for teachers, except for teachers new to Worcester County who may be requested to attend voluntary pre-service workshops, shall be 188 duty days for all ten-month teaching personnel. The Board will schedule 1.5 days at the beginning of the year for teachers to work in their classrooms to organize their classrooms, prepare materials, instructional planning and other duties prior to the first day of school for students. In addition, the Board will schedule one day at or near the end of each of the first three marking periods to provide teachers time for parent conferences, entering/reporting grades, record keeping, planning, and other duties. A maximum of two (2) hours may be scheduled for team or faculty meetings and inservice workshops. These days will be included in the 188 duty days required for all ten-month teachers.

See APPENDIX D: Memorandum of Understanding (page 30).

2. Work Day

- a. The arrival and departure times for teachers may vary from school to school depending upon bus schedules. The total in-school workday for teachers shall not exceed seven and one-half hours, including duty-free lunch and scheduled planning time. The workday will begin at the scheduled reporting time and end at the scheduled dismissal time.
- b. Attendance at faculty, departmental, and inservice meetings is required. However, normal working hours will not be extended more than forty-five (45) minutes every two weeks. The school principal may grant exceptions to the attendance requirements under unusual circumstances. Teachers shall be released fifteen minutes after the students' instructional day ends on Fridays or any day immediately preceding a holiday.

- c. Teachers will be required to attend a maximum of five (5) PTA type meetings after school hours. A maximum effort will be made by the principal to insure that the PTA type meetings do not exceed two hours in length.
- d. Other considerations: (1) No faculty meeting shall be called during the delayed opening or early dismissal of school; (2) It is understood by both parties that there are occasionally essential programs that may require the teacher's participation after normal working hours; (3) Parent-teacher conferences, SIT meetings, and faculty meetings will not be held on the first Wednesday of each month to allow teachers to participate in Association monthly meetings. A faculty meeting may be held on the first Wednesday of the month if, in the judgment of the principal, there is an emergency or urgent matter that requires the immediate attention of the school administrators and teachers. The WCTA building rep will be excused to attend the monthly WCTA meeting, when the meetings are held after the conclusion of the regular school day.
- e. Teachers may leave the building during their lunch or planning period or leave early at the end of the day upon approval of the principal.
- f. When a parent requests a conference, it is the responsibility of the teacher to schedule and conduct the conference. Conferences with parents or guardians shall be at a time acceptable to all parties involved. The conference shall be held within one week of the request except in the case of illness or emergency.

3. Delayed Openings/Early Dismissal

Teachers shall not be required to report to work on days when schools are closed due to inclement weather or other emergencies. When school opening is delayed due to weather or other emergencies, teachers shall report to work as soon as safely possible, but shall not be required to report until the normally assigned time before students' arrival. On early dismissal and days when after-school activities are cancelled by the Superintendent due to weather or other emergencies, teachers may leave the building after confirming with the principal that the students for whom they are responsible have left the building.

4. Planning Time

- a. Teachers of grades 6-8 (middle school) and 9-12 (high school) shall have at least one planning period per day during the time students are scheduled for classes. The length of the planning period will agree with the length of the school's instructional period. When circumstances prevent teachers from receiving the scheduled planning period, compensating arrangements shall be discussed with the teacher by the principal.
- b. Elementary school teachers shall have a minimum of 280 minutes of planning time scheduled per week during the students' instructional day. Exceptions may occur with teachers who travel between schools, and certain teachers of special-needs students. When developing elementary teacher schedules, principals will schedule teacher planning time in blocks greater than 30 minutes where possible. When circumstances prevent teachers from receiving the scheduled planning time, compensating arrangements shall be discussed with the teacher by the principal.
- c. Every effort will be made not to require teachers to substitute for other teachers during planning periods.
- d. Worcester Technical High School teachers shall have planning time equal in length to one high school instructional period. This time shall be scheduled when teachers in the high schools are normally responsible for supervision of students.

5. Nonteaching Duties
 - a. Teachers are encouraged to attend Parent-Teacher Association activities and other school-related events scheduled after the workday.
 - b. Under no circumstances will a teacher be required to transport a student on behalf of the school.
 - c. The Board and Association recognize that the function of the teacher is to teach and perform other related professional duties; therefore, the parties agree that continuous effort will be made to eliminate duties that do not contribute directly to the primary learning function.
6. Duty-Free Lunch
 - a. Each teacher shall have a duty-free lunch period each regularly scheduled school day. This duty-free period shall be at least 30 minutes.
 - b. Teachers shall not be required to eat in the cafeteria.
7.
 - a. Every effort shall be made in each school to equalize the teaching load by level (elementary, middle, high).
 - b. Every effort shall be made to minimize the number of individual preparations for instruction.
 - c. Reassignments Within a School – Principals will meet individually with, and inform, teachers who are being reassigned prior to announcing changes to the teacher’s assignment to other staff members and students.
8. When a student's behavior seriously disrupts the instructional program to the detriment of other students, the teacher may refer the student to the principal or his/her designee. In such cases, the teacher will furnish the principal, in writing, as soon as his/her instructional responsibilities permit, full particulars of the incident(s) which resulted in the student's referral. The principal or his/her designee will determine the action to be taken, including when the student will return to class, and will confer by any means with the teacher prior to the student’s return to class. The Board will provide methods to assure timely communications between school administration and teachers of student discipline matters and decisions.
9. Teachers assigned to one building shall be required only to initial the attendance roster at the beginning of the day. All other teachers shall follow the procedures prescribed by the Superintendent of Schools.
10. Homeroom duty at the high school level will be rotated on an annual basis so that the duty is shared by all teachers of the teaching faculty. Those teachers not having homeroom duty will be assigned other duties during the homeroom period such as hall duty, parking lot duty, lavatory duty, etc.
11. Substitute Teachers

Teachers will not be required to find their own substitutes.
12. WCTA will be given an opportunity to have three members on the calendar committee, review the calendar committee's recommendations, and make written suggestions to be considered by the Board.
13. Teachers assigned to more than one (1) school location in a work day shall be reimbursed for mileage from the first assigned business stop to the last business stop at the county-approved mileage rate.

14. The Superintendent and designated staff will be available to meet with the Association officers and building representatives to discuss school system accomplishments and receive for consideration comments and recommendations on behalf of the Association membership at a mutually convenient time and location.
15. The purchase of classroom instructional materials from a teacher's personal funds shall not be required.
16. Schools will be closed for two half days at the change of semesters and at the end of the year to allow teachers to work in their classrooms, to organize their classrooms, prepare materials, instructional planning, and other duties. In the event that the school year is reduced to less than 180 days or school schedules change due to weather emergencies or other circumstances, the provision of half day may be modified or reduced as necessary at the discretion of the Superintendent. It is understood that the length of time provided to teachers will vary in accordance with the transportation and dismissal plan approved by the Superintendent.
17. Technology

A teacher will not be reprimanded nor will an evaluation be negatively impacted if there is a verified failure of Board of Education technology by the Superintendent or designee preventing the employee from completing assigned duties.
18. All official observations and evaluations of certificated personnel shall be completed by appropriate administrative/supervisory personnel as assigned by the Superintendent.
19. Education Advisory Council (EAC)

An Education Advisory Council will be established to provide teachers with an opportunity to study school system policies, procedures, and practices and offer positive recommendations to enhance teacher effectiveness, increase the efficiency of the educational process, and promote student achievement. The Superintendent, or his designee, and Association President will each serve on the EAC. Additionally, the Superintendent, or his designee, and Association president will each annually appoint three representatives by August 1 of each year to discuss or review topics of interest or concern. The Association and Board agree to meet and develop mutually acceptable guidelines for the operation of the Education Advisory Committee.

The Council will:

 - a. Be served by co-chairs appointed by the Association and Superintendent.
 - b. Develop and offer recommendations consistent with the Negotiated Agreement and federal and state law/regulations.
 - c. Meet monthly from August through May.
 - d. Send minutes to the Superintendent and the Association president following each meeting.
 - e. Provide written Council recommendations to the Board of Education, Superintendent, and Association president.
 - f. Present, at least annually to the Board of Education, a report on Council Actions and Recommendations.
20. Teachers will be notified of any formal allegations made against their professional conduct or performance of professional duties. The principal or immediate supervisor will confer with the teacher to apprise him/her of the alleged complaint, and shall include the name of the person(s) making the complaint if the complaint will be placed in the teacher's personnel file.

21. The Association will name three (3) members who will serve on the Board's Safety Committee for as long as the Committee remains active.
22. Teachers will only be photographed, videoed, or have audio recordings made of them by supervisors or administration for evaluative purposes with their consent. In order to promote school safety, cameras are permitted in common areas in and outside the building.
23. School Communication

Every effort shall be made to assure that prompt, professional, and effective communication occurs between school-based administration and teachers. Each school will develop a mechanism for this communication to occur within that school. The principal shall notify the Superintendent, and the building rep will notify the Association, of the mutually agreed upon structure of the communication model that will be used in a particular school. A written record shall be maintained of any meetings or topics that are discussed. Communications will occur on a monthly basis.

ARTICLE XII **LEAVE POLICIES**

1. Sick Leave
 - a. Teachers shall be granted sick leave at the rate of one working day per month, plus one day per year, the annual total of which shall be available at the beginning of each school year, or for those who work less than a full year, at the beginning of their employment.
 - b. The Board will be responsible for affecting the transfer of all accumulated sick leave for any teacher who comes to the Worcester County school system from another county in Maryland and will notify the teacher of the number of days credited to him.
 - c. Unused sick leave shall be accumulated from year to year without limitation.
 - d. The Board shall inform each teacher once a year and at any other time upon written request of the amount of sick leave he/she has accumulated.
 - e. In the event a tenured teacher has to use sick leave days beyond the accumulated amount, additional sick leave days may be advanced against future sick leave at the discretion of the Board. Teachers must apply in writing to the Superintendent to request advanced sick leave.
 - f. Sick leave may be used for illness of members of the immediate family. Immediate family shall be interpreted to mean spouse, children, parent, mother-in-law or father-in-law, and other family members who live in the household with the teacher. The intent of this item is to allow teachers to take leave to care for members of their family who are too ill to care for themselves.
 - g. Pregnancy
 - (1) Pregnant teachers shall, at their request, be allowed to use sick leave for absence due to disability connected with or resulting from pregnancy. Under this provision, such disability shall be treated as a temporary disability in accordance with most recent court decisions. Upon the termination of such disability, the teacher must return to work unless he/she resigns or requests a leave of absence.

(2) The Board may require a physician's statement to affirm the beginning date and ending date of such disability; i.e., the date the teacher can no longer perform his/her teaching duties and the date on which he/she can resume his/her duties.

h. When a teacher is to be absent from his/her assigned duty he/she shall notify the principal or immediate supervisor as soon as possible, but no later than one hour before he/she is to report for duty. The principal or immediate supervisor may waive this requirement if the situation is adjudged to be one that prevented the teacher from complying.

i. Sick leave in excess of five (5) consecutive working days shall be attested to by a physician.

j. Upon retirement as a teacher for the Board, a teacher will be paid the teacher's per diem salary for which the Maryland State Retirement or Pension System gives no credit in calculating retirement benefits. The maximum number of days for which a teacher will be paid under this plan is ten (10). The per diem salary is the annual salary divided by the number of duty days.

k. A teacher's sick leave bank will be established effective July 1, 1990.

(1) Contributing members will be permitted to use the bank for prolonged, catastrophic, incapacitating personal illness, injury or quarantine of the teacher during the regularly scheduled duty days, which illness, injury, or quarantine is not likely to permanently disable the teacher.

(2) The bank will be administered by a three-member committee comprised of two members appointed by the President of the Association and one member appointed by the Superintendent.

(3) The committee will develop and revise rules of procedure upon approval by the President of the Association and the Superintendent.

(4) Teachers will be notified of the open enrollment period for the Sick Leave Bank each September.

2. Temporary Leave of Absence

a. (1) Each teacher shall be entitled to three (3) days of personal business leave per year without loss of salary exclusive of sick leave. Only three teachers may be absent from a school at any one time for this reason. More than three could be absent when, if in the judgment of the principal, the conditions warrant it. The teacher requesting use of personal leave will not be required to state the reason for such leave.

(2) Requests for personal business leave on the day preceding a holiday or Superintendent approved leave or the day following a holiday or Superintendent approved leave, must be made in writing to the Superintendent of Schools. The Association and the Board agree that personal business leave will not be granted for recreation, vacation or shopping. The decision of the Superintendent will be final.

(3) Unused personal business leave days will be converted to cumulative sick leave at the end of each school year.

b. Each teacher shall be granted up to four (4) working days at any one time, without salary deduction, in the event of the death of his/her spouse, mother, father, child, foster child, brother, sister, son-in-law, daughter-in-law, foster parent, father-in-law, mother-in-law, and members of the immediate household. It is intended that such leave be used at the actual time of the burial arrangements and funeral of the deceased and for related reasons. Emergencies and unusual circumstances will be considered on an individual basis by the Superintendent.

- c. Each teacher shall be granted up to three (3) working days at any one time, without salary deduction, in the event of the death of a grandfather, grandmother, grandchild, brother-in-law or sister-in-law. It is intended that such leave be used at the actual time of the burial arrangements and funeral of the deceased and for related reasons. Emergencies and unusual circumstances will be considered on an individual basis by the Superintendent.
- d. Each teacher shall be granted one (1) working day without salary deduction in the event of the death of an aunt, uncle, niece, or nephew. It is intended that such leave be used at the actual time of the burial arrangements and funeral of the deceased and for related reasons. Emergencies and unusual circumstances will be considered on an individual basis by the Superintendent.
- e. The Board will continue its policy of permitting interschool visitation by selected teachers whenever the practice offers a clear and evident value for the improvement of the instructional program. Teachers involved in approved visitations will be considered as on duty.
- f. Requests for authorized representatives of the Association to attend conferences and conventions of state and national educational associations will be granted at the discretion of the Superintendent. The salary deduction for such absence will be stipulated at the time the response is made to the request for such absence.
- g. Requests for absence from teaching duties in order to attend summer school must be on the basis of an individually written request made to the Superintendent by the teacher involved. Absence because of the granting of this request will result in salary deduction of per diem the annual salary for each day of absence. The decision of the Superintendent on such request is not subject to the grievance procedure.
- h. A teacher shall be granted one day of leave without loss of salary to receive a graduate degree awarded on a school day.
- i. Court Summons and Jury Duty
 - (1) A teacher may be absent, without loss of salary, in response to a legal summons provided that he/she is summonsed as a witness or, if charged, he/she is found not guilty.
 - (2) In cases where the teacher initiates a court proceeding, the deduction shall be per diem the annual salary for each day's absence.
 - (3) Any witness fees received for court appearance will be deducted from the teacher's salary.
- j. Days of absence for reasons other than personal illness, death in the family, family emergency or personal reasons in excess of three days must be requested in writing and approved in writing by the Superintendent prior to the teacher's absence.
- k. Any teacher who will become an adoptive parent or who wishes leave for the purpose of caring for his/her adoptive child will be granted an unpaid leave of absence not to exceed six (6) weeks. It is intended that the six-week leave be used at the time of adoption as is the case with pregnancy leave. Additionally, as with all leaves of absence, adoptive leave is available only to tenured teachers.

3. Extended Leave of Absence

- a. The Board shall grant leaves of absence to tenured teachers, without pay, but will allow full experience credit for:
 - (1) Full time Association activities (local, state, or national)

- (2) Peace Corps
- (3) VISTA
- b. The Board will grant leave of absence to tenured teachers for the birth of a child upon written application made at least six weeks prior to the effective date of such leave. A Board of Education approved leave of absence shall be without pay and without experience credit. In the case where both parents are teachers, only one may be granted leave for this purpose.
- c. The Board shall grant leaves of absence to tenured teachers without pay and without experience credit for:
 - (1) Adoption of a child
 - (2) Severe illness of member of the teacher's family
 - (3) Personal health reasons
 - (4) Campaigning for or holding elected offices
- d. Leaves of Absence
 - (1) The leave of absence shall be for an entire school year or for the remainder of the school year in which it becomes effective. However, a teacher taking a leave of absence for personal health reasons may return during the year in which the leave is taken if the period of disability, attested to by a physician, terminates during that year.
 - (2) The Board shall consider a request for an extension of leave for the second school year by the teacher who requested it in writing by May 1. The decision shall be given by the Superintendent in writing.
 - (3) A teacher on leave may request reinstatement by giving written notification to the Superintendent sixty (60) days prior to the date on which he/she wishes to return to service.
 - (4) On July 16, the contract of any teacher who was on leave of absence at the end of the previous school year and who has not been reinstated shall be terminated in accordance with §6-202, unless the teacher has been granted an extension for the second year.
- e. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his/her return. After one year's leave, he/she will be assigned to the same position which he/she held at the time said leave commenced. After the second year of leave, the teacher will be assigned to the same or equivalent position, if one is available. If one is not available, he/she will be assigned to the first available position for which he/she is qualified.
- f. Teachers on leave shall be afforded the opportunity to continue payments toward insurance programs. They shall be required to pay their share and the employer's contribution. It is the teacher's responsibility to contact the Board Office to make the arrangements for payment. Payments may be made on a monthly basis if desired.
- g. All requests for extended leaves of absence will be made in writing to the Board.

h. Sabbatical Leave

- (1) Sabbatical leave shall be granted to not more than two (2) teachers who request same in order to participate in a bona fide educational program in a college or university listed in the most recent edition of The College Handbook. Granting of sabbatical leave shall be subject to budgetary limitations.
- (2) All such requests shall be forwarded to the Superintendent prior to January 15 of the year in which the leave is to begin.
- (3) Teachers on sabbatical who have completed at least six (6) years in active service in Worcester County Public Schools shall be paid one-half (½) of their annual salary, provided that they shall agree to return to employment for two (2) years following said leave.
- (4) Teachers on leave shall be afforded the opportunity to continue payments toward retirement and/or insurance programs. If the teacher is being paid pursuant to Section 3 above, the Board will continue to pay the employer's contribution to these programs while the teacher is on leave.
- (5) Upon return from sabbatical leave, the teacher shall be returned to the same position provided that the position still exists. If not, he/she will be assigned to an equivalent or higher position to that which he/she left and shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained on active duty with the system.
- (6) Teachers receiving support of a sabbatical leave will not be eligible to receive the usual payment for reimbursement for graduate studies.

ARTICLE XIII
CURRICULUM DEVELOPMENT

1. Program Development

- a. As new curricula or major revisions of existing programs are being considered for use in Worcester County, committees of teachers, administrators, and supervisors shall be formed to study and make recommendations. When necessary, consultants shall be used to help provide expertise to the committee. Such recommendations shall be considered in view of the countywide program.
- b. Teachers serving on such committees shall be selected from the grades or subject areas of the schools where said curriculum is to be used.
- c. If a committee cannot reach a consensus in order to make a single recommendation of an appropriate curriculum to the Superintendent of Schools, the dissenting teachers of the committee may also submit a recommendation to the Superintendent.
- d. The Board retains its legal responsibility for final decision.
- e. The final decision on curriculum shall be publicized and distributed to all appropriate schools.

2. Inservice Training

- a. A periodic needs assessment will be conducted to determine what inservice programs are perceived as necessary by the Administrative and Supervisory Staff and classroom teachers.
- b. Inservice programs shall be appropriate to the level and area of specialization of the intended participants.

ARTICLE XIV
GRIEVANCE PROCEDURES

1. Definitions

- a. A "grievant" shall mean a teacher or group of teachers or the Association filing a grievance.
- b. A "grievance" shall mean a written statement by a grievant that a controversy, dispute or disagreement of any kind or character exists arising out of or in any way involving interpretation or application of the terms of this agreement.
- c. "Employer" shall mean the Board or its administration.
- d. "Days" shall mean working days.

2. Procedures and Steps

- a. Within fifteen (15) days from the date of the first occurrence of the act or condition which is the basis of the complaint, the grievant may file a grievance with the school principal or his/her immediate supervisor. The school principal, or his/her designated representative, shall have ten (10) days to give a written decision after receipt of the grievance.
- b. If the grievance is not settled at Step A the grievant may move the matter to Step B by written notice to the Assistant Superintendent of Schools within ten (10) days after the receipt of the Step A decision. The Assistant Superintendent, or his/her designated representative, shall have ten (10) days to give a written decision after receipt of the grievance.
- c. If the grievance is not settled at Step B, the grievant may move the matter to Step C by written notice to the Superintendent of Schools within ten (10) days after receipt of the Step B decision. The Superintendent of Schools or his/her designated representative shall have fifteen (15) days to give a written decision after receipt of the grievance.
- d. Arbitration
 - (1) If the grievance is not settled in Step C, the Association may move the matter to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association within twenty (20) days of the receipt of the Step C decision.
 - (2) The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined to the express provision or provisions of this agreement at issue between the Association and the Board. He/she shall have no authority to add to, alter, detract from, amend or modify any provision of this agreement, or make any award which will in any way deprive the Board of any of the powers delegated to it by law and not encompassed in this agreement. The conclusions of the arbitrator shall be final and binding on the aggrieved teacher or teachers, the Association and the Board except if set aside by a court of competent jurisdiction.

3. Association Representation

- a. All teachers shall have the right of Association representation at each step of the grievance procedure and shall not be required to be present at any step. Any individual teacher or group of teachers shall have the right at any time to present grievances to the Board and to have such grievances adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of the agreement, and the Association has been given the opportunity to be present and make statements at such adjustments.

- b. Copies of Board decisions given at any step of the grievance procedure in any grievance whatsoever shall be made available to the Association upon request.
4. No reprisals shall be invoked against any teacher for processing a grievance or participating in any way in the grievance procedure.
5. Released time shall be provided for all participants in the investigating and processing of grievances, including the grievant, Association representatives and witnesses. The intent of this item is to insure that release time is kept to the minimum amount necessary.
6. The Association and the Board shall each bear its own expenses in these arbitration proceedings except that they shall equally share the fee and other expenses of the arbitrator in connection with the grievance submitted to him.
7. Until final disposition takes place, the aggrieved is required to conform to the original direction of his/her principal or any duly constituted authority.

ARTICLE XV
DEDUCTIONS FROM SALARY

1. The Board agrees to deduct from the teachers' salaries dues for the Association, the Maryland State Education Association, the National Education Association, and the Fund for Children and Public Education as said teachers individually and voluntarily authorize the Board to deduct by means of an appropriate written form prepared by the Association. The Association will collect, scrutinize for accuracy, and forward to the Board such authorizations no later than October 30 of each year.
2. Such deductions will be made in amounts and in successive pay periods as will be determined by the Superintendent and by the President of the Association by August 1.
3. All monies deducted relative to teacher associations will be forwarded to the Association.
4. Payroll deduction of dues is continuing and cancellation of dues deduction can be effected only by written notice to the Association President and the Board no later than September 15 of any school year. The Board will provide the Association with a written list of current deductions as it becomes available from Data Processing.
5. The Board will continue to deduct those additional items presently taken care of by the Board.
6. Insurance/Investment Plans
 - a. The Board shall provide a means for teachers to participate in insurance/investment plans. To afford teachers some choice, the Board shall designate not more than twenty (20) carriers, on recommendation of the Association, to participate through payroll deduction with the provision that there be one register, one payment to a central disburser and that the individual payment records must be obtained from the carrier. Billings, if any, must be sent to the central disburser.
 - b. The Board and the Association agree that the Board's only interest in TDA shall be withholding amounts authorized by teachers and forwarding these amounts to a central disburser. All other matters shall be personal business between the teacher and the carrier. The Board shall have no liability for errors in judgment or for misinformation on behalf of either the individual or the carrier. A teacher may enroll in a plan at any time (1987-88 will be a pilot project). The deduction must be a standard amount per pay period and shall not be changed during the school year except to discontinue deductions for that school year.

7. The Board will implement a voluntary salary reduction program under Section 125 of the Internal Revenue Service Code.

ARTICLE XVI
SALARY SCHEDULES

1. Semi-Monthly Pay

Teachers shall be paid on or about the fifteenth and the thirtieth of each month. Teachers who are employed on a ten-month full time basis may annually elect the option of being paid twice a month for ten or twelve months. This choice must be submitted in writing on the prescribed form to the Board's Central Office Payroll Department by August 15 for the upcoming school year. Once this option has been selected, it will remain in effect for that school year and for each subsequent school year unless written notice is given prior to August 15. No early or lump sum payments will be made except in the case of termination of employment. All taxes, retirement, and other withholdings will be accomplished during the ten-month pay cycle.

2. Salary Schedules

See APPENDIX A: Teachers' Salary Scale FY 17 (page 27).

- a. Teachers on steps 11, 12, and 13 of the Bachelor's Degree Standard Professional Scale as of July 1, 1982, will remain on the scale in existence on June 30, 1982, with appropriate cost of living increases added each year.
- b. Teachers will not advance to steps 20, 25, 30, 35, and 40 until after they have completed ten years of service in the Worcester County Public Schools.
- c. Due to the previous economic conditions, experience increments were not granted in FY 10, FY 11, and FY 12. Experience credit for FY 10 was granted mid-year in FY 16. New employee placement on the salary scale will be adjusted as needed to result in a new hire being placed on the same step on the salary scale as a teacher in Worcester County with the same years of total teaching experience

3. Administrators' and Supervisors' Salary Schedule

See APPENDIX B: Administrators' and Supervisors' Salary Scale 2016-2017 (page 28).

4. Extra-Duty Pay

See APPENDIX C: 2016-2017 Extra-Duty Pay (page 29).

5. Teachers shall have the option of electing to have their paychecks deposited directly to any bank which is capable of accepting direct deposits. The Association supports the Direct Deposit Payroll Plan and strongly encourages teachers to participate.

6. Teachers who are asked to act as a consultant for an inservice or workshop program shall receive reimbursement from the Board. The amount of reimbursement shall be on the following basis:

- a. \$112.00 per day during an inservice day when a teacher is normally required to work.
- b. A per diem salary on a day not included in the work calendar.

7. Increments are based upon advancement in step on schedule and shall be earned only by teachers whose certificates are rated first class. If the teacher is at the top of the scale and his/her certificate is rated second class, the salary will be reduced by an amount equal to the last increment on the currently approved salary scale.
8. Teacher Salary Scale Revisions – Due to the previous economic conditions, experience increments were not granted in FY 10, FY 11, and FY 12. One year of experience credit was granted mid-year during the 2015-16 school year to all employees whose placement on the salary scale was impacted as a result of no experience credit being granted in FY 10. One year of experience credit will be granted mid-year during the 2016-17 school year to all employees whose placement on the salary scale is impacted as a result of no experience credit being granted in FY 11. In an effort to cooperate with the Board of Education’s goal to increase teacher salaries, the Board and the Association agree to work together to continue developing a proposed, revised teacher salary scale or to grant full experience credit to all teachers. This may take a multi-year effort to fully implement a mutually agreed upon solution. The broad goals of the mutually developed solution will be to return Worcester teacher salaries to a point where the salaries are more competitive with other Maryland and neighboring school systems. The focus will include increased lifetime earnings for all teachers.
9. Inservice Pay
 - a. Teachers shall be compensated at the rate of \$112 per day (minimum) for workshop attendance on a non-duty day.
 - b. After-school workshop pay is based upon 2.5 hours and teachers will be paid \$56 (minimum).
10. After-School and Summer Programs
 - a. Teachers shall be paid a minimum of \$28 per hour for teaching after-school programs.
 - b. Teachers shall be paid a minimum of \$28 per hour for teaching summer school or any extended school year program

ARTICLE XVII
CERTIFICATION AND REIMBURSEMENT POLICY FOR COLLEGE CREDIT

1. Standard Professional Program

Certification for the Standard Professional Certificate for those entering the teaching profession for the first time will be based on approval by the State Department of Education.

2. Equivalency Program

Those teachers who are working toward advanced professional certification via the master's equivalency program will be required to present a Professional Development Plan and earn at least 36 semester hours of approved content or professional education coursework directly related to public school education earned after the conferral of the bachelor's degree to include a minimum of 21 graduate credits and a minimum of six (6) credits related to a teacher's specific discipline or a specialist's specific assignment. Records relating to this program will be kept in the personnel files.

3. Master's Degree Program

Those teachers who are working toward advanced professional certification via the master's degree program will notify the Supervisor of Human Resources of their particular program. Records relating to this program will be kept in the personnel files.

4. Master's Plus 30 Hours

A salary increment for the master's degree plus thirty (30) hours will be based on a completed program approved by the Superintendent or his/her designee in advance. The basis for this increment will be the completion of sixty (60) hours above the bachelor's degree including a master's degree. All semester hours above the master's degree must be earned in graduate level credit awarded by accredited institutions or through the Maryland State Department of Education approved workshop credits. No more than six (6) hours of workshop credit may be applied toward the total. These credit hours must be related to the professional assignment and/or anticipated professional responsibility of the individual. Records relating to this program will be kept in the personnel files.

5. Renewal of Advanced Professional Certificate

- a. The Advanced Professional Certificate is issued for five (5) years and is renewed for five-year periods upon request of the local Superintendent. Teachers desiring to renew their APC may do so by presenting a Professional Development Plan and obtaining six (6) semester hours of acceptable credit.
- b. The Standard or Advanced Professional Certificate of any teacher employed in Maryland may be renewed without regard to the renewal requirements of these regulations provided that upon the expiration of the certificate:
 - (1) The renewal is recommended by the local Superintendent, and
 - (2) The applicant for certificate renewal is 55 years of age or older, or has been employed in public or approved nonpublic school service for a period of not less than 25 years.

6. Issuance of a Conditional Certificate

Upon the recommendation of the Superintendent, a Conditional Degree Certificate may be issued for a two-year period, provided that the certificate may be reissued only upon the recommendation of the Superintendent pursuant to COMAR. A teacher who is issued a conditional certificate will have his/her salary reduced by \$200 the first year, \$500 the second year and \$600 the third year. After the second year of employment on a conditional certificate, the teacher may be denied a subsequent contract at the discretion of the Board, but in any case, the salary will be frozen at the level of the third year.

7. Reimbursement for College Credits Earned

- a. Teachers shall receive reimbursement toward the cost of college courses for credits earned between September 1 of one year and September 1 of the next year. This reimbursement will be paid during the months of February and October.
- b. Reimbursement will be paid upon presentation of the proper reimbursement claim, accompanied by an official transcript for courses taken during the reimbursement period and not previously submitted to the central office, together with a properly executed statement of fees (a receipt) from the college attended which shows an itemized listing of charges made, clearly showing the tuition cost and fees paid for such things as registration, laboratory, parking etc.
- c. The maximum amount of reimbursement a teacher may receive will be equal to the tuition charges for twelve semester hours of graduate credit at the per credit hour rate at the University of Maryland, College Park, College of Education. Reimbursement per credit hour shall be the cost per credit hour of the institution attended and shall not exceed the per credit hour rate at the University of Maryland, College Park, College of Education. Reimbursement up to the maximum of \$20 will be paid for fees other than late registration. Upon written request, the Superintendent will consider exceptions to the annual twelve (12) semester hour limitation.

- d. In order to be entitled to reimbursement the teacher must meet the following conditions:
- (1) For courses taken during the academic year, the teacher must have been employed in Worcester County at the time the course was taken and must be employed in Worcester County the following academic year. For courses taken during the summer, the teacher must have been employed in Worcester County during the previous academic year and must be employed in Worcester County during the following academic year.
 - (2) Credits must be earned at an accredited degree-granting institution.
 - (3) The grade of "C" or better must be earned in the course.
 - (4) Credits earned must contribute toward removing any certification deficiencies which resulted in a substandard certificate or toward the renewal of a Standard Professional Certificate or toward meeting the certification requirements for some other field of certification or toward meeting the standards for an Advanced Professional Certificate. Any courses not contributing to the above must have prior approval, in writing, of the person responsible for certification in the central office.
 - (5) Claims for reimbursement together with supporting documents must be submitted by January 15 and/or September 15.
 - (6) Any financial assistance or allowance received for tuition from any source will be deducted from the amount which the teacher would be reimbursed under the formula stated above.
 - (7) If credits are granted by the institution, but no direct tuition payment is made by the teacher, no reimbursement will be paid under this article.

ARTICLE XVIII
INSURANCE PROTECTION

1. Hospital, Major Medical, and Prescription

- a. The Board will select a hospital, major medical insurance plan in consultation with and in agreement with a committee of the Association and will contribute to the plan in the following manner and at the following rate:
- (1) For a teacher claiming single coverage, hired with an effective date of employment prior to June 30, 2015, a maximum of 90% per school month or a total of 90% for the duration of the annual contract. For a teacher claiming single coverage, hired with an effective date of employment after June 30, 2015, a maximum of 80% per school month or a total of 80% for the duration of the annual contract.
 - (2) For a teacher claiming more than single coverage, which may include within the provisions of the policy:
 - (a) spouse with whom teacher resides
 - (b) custodial care of children of any age eligible for coverage
 - (c) children age 26 or younger,

a maximum of 90% per school month or a total of 90% for the duration of the annual contract for those teachers hired with an effective date of employment prior to June 30, 2015. A maximum of 80% per school month or a total of 80% for the duration of the annual contract for those teachers hired with an effective date of employment after June 30, 2015.

- (3) For husband and wife who are both teachers and elect dependent coverage, a maximum of 90% per school month or a total of 90% will be paid for the duration of the annual contract for those teachers hired with an effective date of employment prior to June 30, 2015. For husband and wife who are both teachers and elect dependent coverage, a maximum of 80% per school month or a total of 80% will be paid for the duration of the annual contract for those teachers hired with an effective date of employment after June 30, 2015.
- b. If the cost of the annual premium for the insurance is increased by the carrier during the duration of this agreement, the Board will increase its contribution by the same percentage as the annual premium increase rounded to the nearest figure equally divisible by 20.
- c. Negotiations for and the selection of the insurance benefits shall be in consultation with and in agreement with a committee of the Association.
- d. The Board will not participate in nor be responsible for the settlement of claims.
- e. The Board will institute the Direct Claim System with the teacher being responsible for getting the proper forms to the provider of the medical service.
- f. In order to receive the monthly benefit, the teacher must be enrolled in the plan selected by the Board in conjunction with the Association.

2. Life Insurance

The Board will purchase life insurance for teachers as stipulated below:

- a. The policy will be selected by the Board after a study by a noninterested agency such as the Insurance Buyers' Council.
- b. The policy will provide Life Insurance equal to the teacher's basic annual earnings rounded to the next lower \$1,000 if not an even multiple thereof.
- c. The policy will provide Accidental Death Insurance equal to the teacher's basic annual earnings rounded to the next lower \$1,000 if not an even multiple thereof.
- d. The Board will offer a Retired Lives Reserve deduction to allow teachers to purchase paid-up life insurance upon retirement.

3. Workers' Compensation – All benefits provided under Maryland law for employees injured during and as a result of their work are available through a standard workers' compensation policy. Teachers who sustain a compensable accidental personal injury or illness arising out of and in the course of assigned duties that qualifies for workers' compensation shall be granted full pay less salary payment by workers' compensation. Sick leave will not be charged to the teacher for up to a maximum of sixty (60) days for each separate work-related injury.

ARTICLE XIX
EXTRA-DUTY PAY

1. Extra-duty shall be defined as any assignment which extends beyond the normal duty day, involves direct and continued teaching and supervision of students, and which is apart from normal teaching duties.
2. No compensation will be paid for any of the activities listed in Appendix C unless the teacher spends a minimum of fifty (50) hours outside the school day teaching and/or supervising students.
3. As extra-duty activities are an integral part of education, the following criteria shall be utilized to insure a high standard of performance:
 - a. Principals shall strive to distribute extra-duty assignments equitably among their staff.
 - b. Principals shall inform their teachers of all school activities and encourage them to participate.
 - c. Principals shall strive not to assign a teacher more than one extra-duty assignment as defined herein.
 - d. A principal shall hold a conference with a teacher prior to making an extra-duty assignment.
 - e. No teacher shall be given full payment for two or more activities that are conducted at the same time each day with the exception of high school athletic directors. Arrangements for partial remuneration must be made beforehand and with the approval of the Superintendent.
4. Participation in extra-duty activities shall be on a volunteer basis.
5. Extra-duty shall be based upon the number of times the product of the extra-duty teacher's efforts is exhibited (i.e. athletic event, dramatic performance, musical, band performance, parade, concert). The minimum number of events and the county-wide monetary value of each event shall be jointly established by the Board and the Association and approved by each party. The maximum amount to be paid shall be that shown in Appendix C.

ARTICLE XX
PROVISIONS FOR RENEGOTIATIONS

1. The items of this agreement not requiring fiscal support shall be valid and binding when duly ratified by the Association and the Board. The items which require fiscal support shall likewise be valid and binding if, following budget enactment by fiscal authorities, the Board raises no questions concerning adequacy of funds for their implementation.
2. If any fiscal items cannot be supported after enactment of the budget by the fiscal authorities, further negotiation on these items shall be instituted within ten (10) days after enactment by the fiscal authorities.

ARTICLE XXI
DURATION OF AGREEMENT

The provisions of the Agreement shall become effective July 1, 2016 and shall remain in full force and effect until June 30, 2018. However, *Article XVI, Salary Schedules, Article XVIII Insurance Protection*, and Appendices A, B, and C shall be open for negotiations for school year 2017-2018. In addition one article may be opened for 2017-2018 by each party.

Negotiating Team for the Board:

Louis Taylor, Chief Negotiator
Mary Cooper
Aaron Dale
Velda Henry
John Quinn
Vincent Tolbert

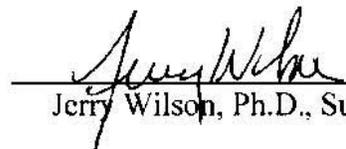
Negotiating Team for WCTA:

Gary McCabe, Sr., Chief Negotiator
Beth Shockley-Lynch, President
Teresa Dennig, Vice President
Gina Dean
Lynn Hines
Mary Malone
Jennifer Pettolina

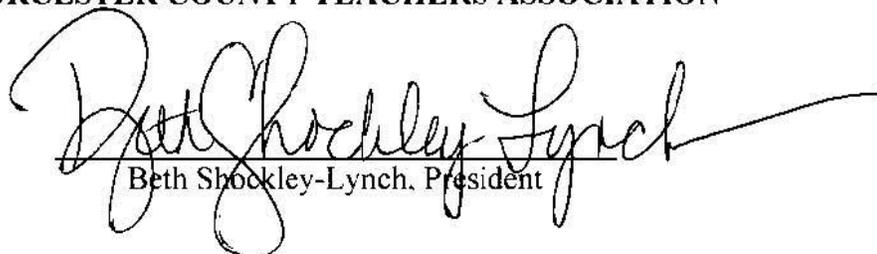
Following mutual ratification of negotiated provisions, the parties hereunto set their hands and seals this 15th day of March, 2016.

WORCESTER COUNTY BOARD OF EDUCATION


Jonathan C. Cook, President


Jerry Wilson, Ph.D., Superintendent

WORCESTER COUNTY TEACHERS ASSOCIATION


Beth Shockley-Lynch, President

**APPENDIX A
BOARD OF EDUCATION OF WORCESTER COUNTY
TEACHERS' SALARY SCALE
FY 17**

| STEP | PROVISIONAL NON-DEGREE | BACHELOR'S DEGREE STANDARD PROFESSIONAL CERTIFICATE | MASTER'S EQUIVALENT ADVANCED PROFESSIONAL CERTIFICATE | SPC or APC WITH EARNED MASTER'S DEGREE | MASTER'S DEGREE PLUS 30 GRADUATE HOURS | DOCTORATE DEGREE |
|-------------|-----------------------------------|--|--|---|---|-----------------------------|
| 1 | 42,542 | 43,384 | 44,962 | 47,505 | 50,060 | 52,612 |
| 2 | 42,542 | 43,384 | 44,962 | 47,505 | 50,060 | 52,612 |
| 3 | 43,430 | 44,257 | 45,843 | 48,414 | 50,992 | 53,565 |
| 4 | 44,123 | 44,715 | 46,597 | 48,970 | 51,339 | 53,715 |
| 5 | 45,068 | 45,611 | 47,402 | 49,777 | 52,150 | 54,522 |
| 6 | 46,249 | 46,749 | 48,359 | 50,729 | 53,104 | 55,478 |
| 7 | 47,351 | 47,802 | 49,436 | 51,811 | 54,181 | 56,551 |
| 8 | 48,532 | 49,003 | 50,666 | 53,040 | 55,417 | 57,786 |
| 9 | 49,261 | 49,733 | 51,609 | 53,960 | 56,309 | 58,657 |
| 10 | 50,485 | 50,979 | 53,190 | 55,535 | 57,888 | 60,236 |
| 11 | | | 54,956 | 57,307 | 59,659 | 62,007 |
| 12 | | | 56,905 | 59,258 | 61,604 | 63,957 |
| 13 | | | 59,650 | 61,998 | 64,345 | 66,694 |
| 14 | | | 62,347 | 64,753 | 67,162 | 69,568 |
| 15 | | | 65,629 | 68,118 | 70,602 | 73,098 |
| 16 | | | 72,718 | 75,479 | 78,240 | 81,003 |

Master's Equivalent is thirty-six (36) hours beyond the Bachelor's Degree and must meet Maryland State Department of Education Standards.

\$1,000 will be added to the appropriate scale at twenty (20), twenty-five (25), thirty (30), thirty-five (35), and forty (40) years of service; ten (10) of which must be completed in the Worcester County Public School System.

Due to the previous economic conditions, experience increments were not granted for FY 11 and FY 12.
New employee placement on the salary scale in FY 17 will be adjusted accordingly.

APPENDIX B

THE BOARD OF EDUCATION OF WORCESTER COUNTY ADMINISTRATORS' AND SUPERVISORS' SALARY SCALE 2016-2017

Supervising Principals:

Based on the appropriate teachers' salary schedule exclusive of the Longevity Factors weighted to number of months worked, multiplied by a responsibility index.

| <u>School Size</u> | <u>Responsibility Index</u> |
|---------------------|-----------------------------|
| 49 or less teachers | 1.20 |
| 50 - 69 teachers | 1.22 |
| 70 or more teachers | 1.24 |

.05 will be added to the Responsibility Index for high school principals

Supervisor:

Appropriate teacher's salary schedule, exclusive of longevity factor, weighted to number of months worked, multiplied by 1.20.

Coordinator:

Appropriate teacher's salary schedule, exclusive of longevity factor, weighted to number of months worked, multiplied by 1.12.

Elementary and Middle School Assistant Principal:

Appropriate teacher's salary schedule, exclusive of longevity factors, weighted to number of months worked, multiplied by 1.08.

High School Assistant Principal:

Appropriate teacher's salary schedule, exclusive of longevity factors, weighted to number of months worked, multiplied by 1.12.

Longevity Factors:

Steps 20, 25, 30, 35, and 40 are considered longevity for salary calculations. Ten (10) years of such service must be completed in the Worcester County Public School System. The increase between Step 16 and higher steps will not be included in the calculation of the base pay. For any teacher whose salary is increased by weighting for more than ten (10) months service or responsibility factor, longevity will be added after weighting. (See salary calculation example below.)

Salary Calculation Example:

Appropriate step of proper scale (no higher than step 16) multiplied by 1.2 for twelve months or 1.1 for eleven months, multiplied by the appropriate Responsibility Index plus Longevity Factors for those eligible.

APPENDIX C

2016-2017 Extra-Duty Pay

Extra-duty activities are approved for high school only, unless specifically identified for middle school (MS) or elementary school (ES). Athletic Directors shall be compensated for their duties at a rate in correspondence with the MPSSAA system of classification.

1A School \$3,916 2A School \$4,851 3A School \$5,772 4A School \$6,726

Compensation shall be paid to employees for extracurricular duties according to the following schedule:

Tier One: \$4,117 Tier Two: \$3,093 Tier Three: \$1,466 Tier Four: \$1,103

Tier One

Band, Senior High
Basketball, Varsity Head Coach, Boys and Girls
Football, Head Coach
Wrestling, Head Coach

Tier Two

Band Auxiliary
Baseball, Head Coach
Drama
Hockey, Head Coach
Lacrosse, Head Coach, boys and girls
Soccer, Head Coach
Softball, Head Coach
Tennis, Head Coach, boys and girls
Track, Head Coach, boys and girls
Volleyball, Head Coach
Skills USA

Tier Three

Channel 19 Coordinator
Cheerleaders (1 sport)
Cross Country, Head Coach, boys and girls
Food Service Coordinator
Golf, Head Coach
Gymnastics, Head Coach
Jazz Band
Journalism
Legal Intern Sponsor
Show Choir
Student Government Advisor, MS/HS
Yearbook, MS/HS

Tier Four

AFS Advisor
Builders' Club Advisor, MS

Tier Four (continued)

DECA Advisor
FBLA Advisor
Countywide Film Festival Coord., ES/MS/HS (2 per year)
Foreign Language Club
Future Farmers of America Advisor
Future Leaders of America Advisor
Future Educators of America Advisor
Junior Class Advisor
Key Club Advisor
Math Club, MS/HS
MESA, ES/MS/HS
National Honor Society Advisor, MS/HS
Destination ImagiNation Coach, MS/HS
SADD Club Advisor
Senior Class Advisor
Special Olympics Coordinator
Students Against Destructive Decisions, MS/HS
Ford/AAA

Assistant Coaches Schedule

Assistant coaches, as approved by the Superintendent, will be paid at a rate which is 70% of the regular coaches pay listed above.

Experience Factor

A coach or sponsor who has completed 5, 11, or 20 consecutive years of Worcester County public school service in the same sport or extra-duty assignment shall receive an increase in extra-duty pay of 5% beginning the 6th, 12th, or 21st year of that duty. Experience credit cannot be transferred from one activity to another or one position to another. The Superintendent may grant exceptions for lapses in consecutive years of service and that decision will be final and not subject to the grievance procedure.

| | |
|--|------------|
| Summer Sports Activities: \$1,038 | |
| Football | Soccer |
| Hockey | Volleyball |

| | |
|---------------------------------------|--|
| Other Summer Activities: \$519 | |
| Band | |
| Band Auxiliary | |
| Cheerleaders | |

Band directors and band auxiliary unit sponsors will be given extra compensation for one week in the summer in an amount equal to one-half of that given to coaches for summer work. In return, the band would be expected to be in uniform and give a performance before each home game, during half-time, and, when appropriate, during the game. Athletic Directors will be paid two times the rate for summer sports activities.

Memorandum of Understanding

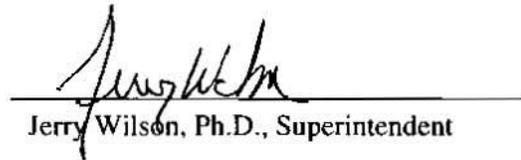
February 9, 2016

This is to affirm that the Worcester County Board of Education and the Worcester County Teachers Association have reached a mutual understanding that:

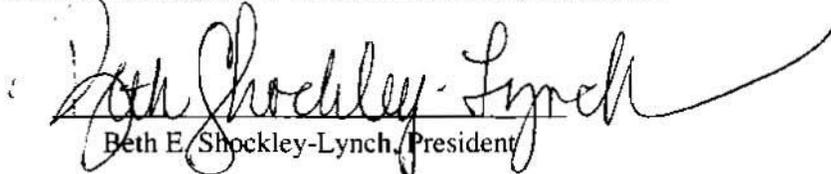
Health Benefits - Death of an Active Employee - Current, covered dependents of active employees shall be eligible to continue health insurance benefits upon the death of the active employee at the same cost share for a period of one year.

WORCESTER COUNTY BOARD OF EDUCATION


Jonathan C. Cook, President


Jerry Wilson, Ph.D., Superintendent

WORCESTER COUNTY TEACHERS ASSOCIATION


Beth E. Shockley-Lynch, President

The Worcester County Board of Education does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the non-discrimination policies: Supervisor of Human Resources, Worcester County Board of Education, 6270 Worcester Highway, Newark, MD 21841, 410-632-5000.