

JULY 1, 2015 – JUNE 30, 2016
ADDENDUM TO NEGOTIATED AGREEMENT

between the

FREDERICK COUNTY TEACHERS ASSOCIATION

and the

BOARD OF EDUCATION OF FREDERICK COUNTY

On August 27, 2014, the Frederick County Teachers Association (FCTA) and the Board of Education of Frederick County (Board) entered into a Negotiated Agreement (Agreement). The terms of the Agreement state that it shall remain in full force and effect from July 1, 2014 to midnight on June 30, 2017, and that certain openers shall be subject to negotiations on or before December 1 of each intervening year.

The parties, by their signatures below, agree to amend the Agreement in accordance with the following terms for the 2015-16 school year:

ARTICLE II – RIGHTS AND PRIVILEGES

L. The FCTA shall reimburse the Board for all substitutes actually required at the per diem rate. For the 2015-16 school year, Association leave may be taken in one-hour increments when applicable. In such cases, FCTA would only reimburse the Board for the hourly amount of leave used. The Board and FCTA will evaluate this condition of employment after one complete year of implementation. The FCTA will provide the Board and appropriate building principals with written advance notice.

ARTICLE II – RIGHTS AND PRIVILEGES

V. Fair Share Representation Fee

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

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

ARTICLE V - SALARIES

K. Salary Schedules

2. Eligible teachers will advance an increment each year on the pay scale. For the 2015-16 school year, the increment will occur on December 1, 2015. Prior to commencement of negotiations for FY17, the parties will meet to discuss strategies focused on creating an affordable and sustainable increment.

The parties agree that the employee's contribution for increased health insurance premium for the 2015-16 school year will be effective on December 1, 2015.

ARTICLE VI – LIMITATION OF DUTIES

~~E. Each elementary teacher shall have a total of at least 270 minutes unassigned duty time per week; 240 of those minutes shall be during the student day and shall not be scheduled in less than 40 minute blocks. This planning time will be allocated on a daily basis. Time beyond the 240 minutes may be scheduled outside the student day and shall not be scheduled in blocks of less than 30 minutes. Any time beyond 270 minutes may be scheduled by the principal. A joint task force of six elementary principals and six elementary teachers will study elementary planning time and provide recommendations before November 1, 2014 to review and consider for 2014-15 negotiations discussion. The task force will be jointly chaired by one FCTA negotiations representative and one FCPS negotiations representative.~~

E. Each elementary teacher shall have a total of at least 310 minutes unassigned duty time per week; 240 of those minutes shall be during the student day and shall not be scheduled in less than 40-minute blocks. This planning time will be allocated on a daily basis. Time beyond the 240 minutes may be scheduled outside the student day as follows:

- One block that must not be less than 30 minutes.
- The remaining 40 minutes must be in blocks not less than 20 minutes. Transportation related issues may prevent this language from being implemented for up to the first 10 student days.
- Any time beyond 310 minutes may be scheduled by the principal.

ARTICLE VI – LIMITATION OF DUTIES

F. Except when a substitute cannot be secured or supporting service personnel (assistants) are not available, teachers shall not be required to serve as substitutes during their planning period, unless in compliance with a Memorandum of Understanding (MOU)/pilot as agreed upon by the parties for the 2014-15 **2015-16** school year. Teacher usage shall be only as a matter of last resort.

ARTICLE XX – SICK LEAVE

A. During the first year of employment in Frederick County and during each successive year thereafter, each regular ten-month teacher of the Board of Education shall be entitled to ten (10) days sick leave, the unused portion of which shall be accumulative. Eleven-month teachers shall be entitled to eleven (11) days, the unused portion of which shall be accumulative. Twelve-month teachers shall be entitled to twelve (12) days, the unused portion of which shall be accumulative. Use of sick leave must be no less than one-half (1/2) day increments.

For the 2014-15 **and 2015-16** school years, teachers may take sick leave in one-hour increments. The Board and FCTA will evaluate this condition of employment after one **complete** year of implementation.

ARTICLE XXV – TEMPORARY LEAVES OF ABSENCE

A. Teachers shall be entitled to the following temporary leaves of absence with full pay each school year:

1. Each ten-month, eleven-month and twelve-month teacher shall be credited annually with three (3) days to be used for personal leave. Teachers shall notify the immediate supervisor in writing of intent to use such leave. In case of emergency, when such prior notice cannot be given, the Superintendent may require evidence that an emergency existed.

For the 2014-15 **and 2015-16** school years, teachers may take personal leave in one-hour increments. The Board and FCTA will evaluate this condition of employment after one **complete** year of implementation.

ARTICLE XXXVII – DURATION

The parties will meet on or before:

December 1, 2015, for the 2016-2017 contract for the purpose of negotiating salary and benefits only; **Article VI F MOU/pilot; Articles II L, XX A and XXV A taking one-hour increments of Association leave, sick leave and personal leave.**

This Addendum is dated August 12, 2015 and shall be retroactive from July 1, 2015. All other terms of the Agreement dated August 27, 2014 shall remain in full force and effect.

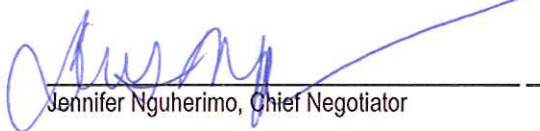
**FREDERICK COUNTY TEACHERS
ASSOCIATION**



Gary Brennan, Past President



Melissa Dirks, President & Negotiations Chairperson

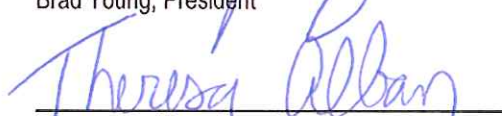


Jennifer Nguherimo, Chief Negotiator


BOARD OF EDUCATION OF FREDERICK COUNTY



Brad Young, President



Theresa R. Alban, Superintendent



Nancy Dietz, Chief Negotiator