

**APPROVED: August 20, 2009**

**NEGOTIATED AGREEMENT**

between the

**DORCHESTER EDUCATORS-TEACHERS**

and the

**DORCHESTER COUNTY BOARD OF EDUCATION**

for

**SCHOOL YEAR  
2009 - 2010**

**Negotiated Agreement  
DORCHESTER EDUCATORS  
for the  
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Article 1  
RECOGNITION**

1.1 Recognition

Pursuant to Title 6, Subtitle 4, of the Public School Laws of Maryland, the Board of Education of Dorchester County hereby recognizes that the Dorchester Educators-Teachers shall be the exclusive representative for all teachers in positions that require a certificate except administrative/supervisory personnel. The Board will notify the Association of all new positions and the proposed unit assignment.

1.2 Definitions

1. The Board - The Dorchester County Board of Education, the Superintendent or his/her designee.
2. The Association or DE-Teachers - Dorchester Educators-Teachers, an affiliate of MSTA/ NEA.
3. Days - Unless otherwise indicated, the term day(s) shall refer to work day(s).
4. Teacher - The term "teacher(s)" shall refer to all certificated employees represented by the Association. All references to "he" shall include all unit members.

**Article 2  
SCHOOL BOARD AUTHORITY**

Subject to the terms and conditions of this Agreement and to the provisions of the Public School Laws of Maryland, it shall be the exclusive function of the Board of Education 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, 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.

**Article 3  
ASSOCIATION RIGHTS**

- 3.1 No teacher shall suffer discrimination in employment or promotional opportunity because of Association membership lawful activity.
- 3.2 Upon reasonable request, the Association will have the right to use school facilities for non-commercial purposes. Requests for the use of school facilities to be used following the regular workday shall be made to the school principal. Requests for use of facilities at other times shall be made in writing on the appropriate form. The Association shall bear the cost of overtime payment to custodians if such custodial service is necessary.

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- 3.3 There will be one (1) bulletin board or wall area reserved for the Association in each school, at a location mutually agreed upon, for the purpose of displaying official notices, circulars, and other such materials.
- 3.4 Interschool Mail - The Association will have the right to place official notices, circulars, and other materials in teachers' mailboxes and in the distribution boxes in the central office so long as it does not interfere with the distribution of the materials of the school system. All Association printed materials intended for distribution in schools or in the school system shall be approved by the Association president or his designee before distribution. Copies of all printed materials shall be given to the Superintendent prior to distribution, but approval will not be required.
- 3.5 Duly authorized representatives of the Association and their respective affiliates may be permitted to transact official Association business on school property at all reasonable times, provided that this does not interfere with or interrupt school operations.
- 3.6 Seven (7) days before a regular Board meeting, the Association may request and shall be given a place on the agenda of regular Board meetings for brief reports and/or announcements.
- 3.7 The Building Representative of the Dorchester Educators will have the right to schedule meetings of the members before and after school duty hours or at such other times as do not disrupt the school programs or be in conflict with scheduled faculty meetings.
- 3.8 Dues Deduction
1. The Board agrees to deduct dues as follows:  
The Association will deliver to the Board, forms signed by the association members authorizing the Board to deduct from their salary their professional dues in the Dorchester Educators, the Maryland State Teachers Association, and the National Education Association. The deductions shall be made in ten (10) equal installments, beginning with the salary check issued on or about November 15 of each year. On or before the 15<sup>th</sup> of September, the Board will furnish to the Association a list of all members included in the bargaining unit categorized by school. This authorization shall be valid as long as such signatories are employed in the Dorchester Schools, unless they countermand it in writing to the Association with a copy to the Board prior to October 1, of any school year. In case of resignation within a school year, the balance due that year will be deducted from the final check.
  2. The Association will certify to the Board in writing the current rate of membership dues. The Association will give the Board thirty (30) days of written notice prior to the effective date of any change in the rate of dues.

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3. The Board agrees to promptly transmit such monies to the Association.
4. The Board agrees to deduct from teacher salaries, contributions to the Dorchester Educators' Fund for Children and Public Education. If at the end of the school year there are less than ten (10) teachers participating, the Board will discontinue collection of the contributions.
- 3.9 The rights granted to the Association in this Article will not be granted to any other "teachers" organization during the term of this Agreement.
- 3.10 Association Leave – The Association may draw upon a bank of ten (10) days leave per year without loss of pay or benefits for use by one or more unit members designated by the DE President to conduct Association business and a bank of five (5) additional days per year without loss of pay or benefits for use by one or more unit members designated by the DE President for the Dorchester Art Exhibit. The Association shall pay for the cost of substitutes for designated units members who attend to official business or attend the Dorchester Art Exhibit. The DE President shall submit, in writing, to the Superintendent or his/her designee, a list of unit members who require release time. Such permission shall be requested at least five (5) working days prior to the date of the meeting. One Association representative from each school and the members of the Association executive team will be released from school duties at the time of student dismissal to attend Association meetings.
- 3.11 MSTA Convention - The Board will provide release time, without loss of pay or benefits, for one (1) workday per designated employee per school year to attend the Annual Convention of the Maryland State Teachers Association. Except in case of emergency, no later than ten (10) working days prior to the date for which release time is being requested, the president of the local association shall certify, in writing to the Superintendent of Schools, the names of official delegates (with a maximum of one (1) delegate per fifty (50) actively employed DE members) and up to three (3) additional members whose attendance is required at the convention. No later than ten (10) working days after the convention, the president shall similarly certify the attendance of these delegates at the state convention.
- 3.12 New Teachers Lists - The Board will provide the names and assignments of all new teachers prior to the beginning of the Board's orientation program. The Board will provide updates as new teachers are hired.
- 3.13 The Board shall provide the Association with relevant, readily available information regarding negotiation proposals or grievance investigations. All Association requests shall be reasonable and the Board shall have the right to withhold any confidential information.

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- 3.14 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 ten (10) days after any such holding for the purpose of renegotiating the provision affected.

**Article 4  
TEACHERS' RIGHTS**

- 4.1 No teacher will be disciplined or reduced in rank or compensation without cause.
- 4.2 Any suspension of a teacher pending a proper hearing before the Board shall be with pay.

4.3 Personnel Files

1. No unfavorable material related to a teacher's conduct, service, character, or personality will be placed in their personnel file without the teacher's prior knowledge and the signature of the person making the submission. The teacher shall acknowledge his awareness of the material by affixing his signature to the material to be filed with the understanding that such signature does not necessarily indicate agreement with the contents thereof.
2. The teacher shall have the right to answer any material placed in his personnel file and his answer shall be attached to the file copy.
3. A teacher shall be permitted to examine his/her personnel file under the supervision of, and by prior appointment between the hours of 8:00 a.m. and 4:00 p.m., with the Human Resources Manager. Only confidential references pertaining to original employment, promotion, or employment will be excluded from such view.
4. Any unfavorable material placed in a teacher's file will be removed after two (2) years, provided no other unfavorable material has been placed in the file.

4.4 Association Membership

It is recognized that all teachers have the right to join, or not to join, the Association, but membership shall not be a prerequisite for employment or continuation of employment of any teacher. The Board will not take reprisals of any kind against any employee by reason of this membership in the Association or participation in any of its lawful activities.

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4.5 Reduction in Force

When there is to be a reduction in the professional teaching staff in any field for which a certificate is issued, no tenured teacher will be laid off until all probationary teachers in their field of certification have been laid off; no probationary teachers shall be laid off until all provisional teachers in their field of certification have been laid off.

Tenured teachers shall be laid off in each field of certification in inverse order of length of total satisfactory service as a teacher in Dorchester County Schools. Tenured teachers who are laid off shall be recalled in inverse order of their separation when positions in their field of certification become vacant. A teacher shall remain on the recall list for a period of two years.

4.6 Personal Life

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

4.7 Health and Safety

The Board shall comply with state and federal regulations with regard to safe and healthy working conditions. The building administrator, the Superintendent, or his/her designee shall determine when a location is a health or safety hazard. When this occurs, the principal will notify teachers immediately. The area will be closed until the hazard is corrected. Teachers shall not be asked to search for bombs or other explosives.

4.8 Academic Freedom

Teachers shall be responsible for providing students with opportunities to investigate all facets, sides, and/or options of and about any and all topics introduced. The teachers shall strive to promote tolerance for the views of others and the right of individuals to form and hold differing views and opinions with regard to academic freedom. Academic freedom shall mean that teachers are free to present instructional materials that are pertinent to the subject and level taught within the Board adopted curriculum.

4.9 Student Discipline

The Board affirms the policy that physical or serious verbal abuse of teachers cannot be tolerated. The Association and the Board agree that classroom control is essential and that such control has a direct relationship to the quality of instruction. It is also agreed that while the overall school discipline is a shared responsibility of all teachers, administrators, the Board, and parents, it is the initial responsibility of the classroom teacher to maintain classroom control within the limits of his/her authority. Methods of dealing with physical and serious verbal abuse toward teachers by students shall be in compliance with Board policy and state law. Each school shall have a functioning school discipline committee that meets to review school discipline issues. Minutes from each meeting will be forwarded to the Office of Pupil Services. When a student's behavior

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seriously disrupts the instructional program to the detriment of other students, a teacher shall have the right to recommend the temporary removal of that student from class. The teacher will use a written referral form when referring a student to a school administrator or his/her designee. The principal or his/her designee will determine the action to be taken, including when the student will return to class and, in accordance with state law, will confer with the teacher prior to the student's return to class. The principal or his/her designee will follow established board policies in addressing disciplinary matters.

4.10 Evaluations

1. Teachers shall be evaluated in accordance with current Maryland State Department of Education Regulations and board policy.
2. All observations of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Observation for the purpose of evaluating the teacher's performance may be made at any time during the school year except the day before Thanksgiving, the day before Winter Break, and the day before Spring Break.
3. Within ten (10) days after the observation, teachers will be given a copy of any class visitation report, observation report, or evaluation report as a basis for a conference between the instructional coordinator and/or the appropriate administrator and the teacher.
4. Professional criticism of a teacher's work will not occur in the presence of students or other teachers unless there is a serious problem that requires immediate, corrective action or student safety is in jeopardy. This shall not preclude more than one administrator/supervisor from participating in conferences.
5. In the event a teacher's evaluation is not completed by the end of the fiscal year, said evaluation shall be considered to be satisfactory.
6. Teachers will be notified of any allegations made against their conduct, character, performance or personality if such is to be placed in the personnel file.
7. Evaluation/observation forms will be available for teachers to review.
8. Administrators and supervisors will observe/evaluate only one teacher at a time.

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**Article 5  
NEGOTIATION PROCEDURES**

5.1 Negotiating Teams

At the October Board meeting, the Board and the Association shall each designate in writing to the other, the names of no more than seven (7) official representatives including its chairperson. The Board and the Association may have additional persons present at times when testimony is needed. The official representatives appointed by each group shall have full power to negotiate for the group regarding all matters related to salaries, wages, hours, and other working conditions, but the final agreement shall be subject to the ratification or rejection by the ratifying body of the Association and the Board.

5.2 Opening and Closing Negotiations

The negotiation period will commence no later than on the first Monday in November and every effort shall be made to conclude negotiations by January 31, of the following year. Basic issues proposed for negotiation shall be submitted in writing by the Association to the delegated representatives of the Board at the first meeting and by the Board to the delegated representatives of the Association no later than the second meeting. Bargaining sessions shall be held at times and places mutually satisfactory to both teams.

5.3 Reaching Agreement

When consensus is reached, the proposed total contract shall be reduced in writing, signed by the official negotiating teams and submitted to the ratifying body of the Association and the Board for approval within ten (10) school days of the receipt of the contract from the negotiating teams. Upon ratification by the parties, they shall approve and sign the contract to become effective July 1, unless otherwise specified.

5.4 Pursuant to Section 6-408, PUBLIC SCHOOL LAWS OF MARYLAND, if the parties in an impasse proceeding are unable to agree upon a third panel member or to obtain a commitment to serve within the specified period, they shall use the services of the American Arbitration Association and split the cost equally.

5.5 Provisions for Renegotiations

The items of this Agreement not requiring fiscal support shall be valid and binding when duly ratified by the Association and the Board. When ratified by the Board and the Association, this Agreement constitutes policy of the Board and supersedes any existing policy with which it may be in conflict.

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The Association and the Board agree that, should the receipt of funds be insufficient to implement fully the provisions of this Agreement pertaining to salaries, wages, hours, or conditions of work, those provisions affected by such reduced receipt of funds will be reconsidered pursuant to the Opinion rendered by the Maryland State Board of Education on June 25, 1969 and applicable laws and bylaws. Such renegotiations shall be instituted within ten (10) days after the school budget for the Fiscal Year is determined officially as to major categories by the Board of Education of Dorchester County.

**Article 6  
WORKING CONDITIONS**

6.1 Work Day

The workday for teachers shall be 7.5 consecutive hours per day including a 30 consecutive minute duty free lunch period. Faculty meetings shall not be scheduled for more than one day each week for up to 45 minutes beyond the workday except for budget development or Middle States Evaluation. The work schedule will be determined by the principal and can vary among teachers. The Association and the Board mutually recognize the value of school-related activities, which occur beyond the scheduled workday. While staff participation in these activities is recognized to be voluntary, the Association and the Board join in encouraging all teachers to attend and become actively involved in these activities.

In regard to delayed opening or early dismissal of school due to emergency conditions, teachers shall not be required to report for work earlier than thirty (30) minutes prior to the start of school for students. In regard to early dismissal of school due to emergency conditions, teachers shall remain no longer than fifteen (15) minutes after student departure.

The number of workdays for unit members employed on a ten-month basis shall be 189 days for FY 2010.

6.2 Lunch Periods

In general, teachers are expected to remain at the school during the lunch period. For good reason, permission shall be granted for leaving the premises, provided that the principal may limit the number of teachers who may leave the building during the lunch period at any one time in order that adequate supervision of children shall be provided.

6.3 Transporting Students

Teachers shall not be required to transport students.

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6.4 Planning Periods

Secondary teachers shall have at least five (5) unassigned preparation periods per week. A minimum of 225 minutes of planning time per normal school week will be provided to elementary school teachers. Planning time will be scheduled in blocks of no less than thirty (30) consecutive minutes. School administrators will make an effort to provide some planning time each day.

6.5 Teachers shall not be required to serve as substitutes during their planning time except in emergencies as determined by the principal. An emergency shall be defined as a situation for which there was no administrative knowledge within 24 hours prior to the need for a substitute. This section shall not prohibit teachers volunteering for such duty.

6.6 Teachers shall not obtain substitutes. Teachers shall notify the principal or his/her designee as early as possible of an absence due to illness, but not later than the time designated by the principal. Lesson plan(s) will be furnished by the teacher.

6.7 Staff Development Committee

The Board and DE-Tchrs agree to form a joint study committee to evaluate the effectiveness and to recommend staff development for all teachers. DE and the Board of Education shall each appoint four (4) representatives. One representative from each party will co-chair the Staff Development Committee. The Staff Development Committee will meet prior to August 2009 and issue a preliminary report to the Superintendent by October 15, 2009.

**Article 7  
ASSIGNMENT AND TRANSFER**

7.1 Assignment

1. Building

All teachers holding Standard Professional and Advanced Professional Certificates will be given written notice of their building assignment for the forthcoming year not later than June 1. In the event a change is made in a teacher's building assignment after June 1, the teacher will be so notified promptly in writing.

2. Teaching

All teachers holding a Standard Professional or an Advanced Professional Certificate will be given notice of their teaching assignment for the forthcoming year not later than August 1. In the event a change is made in the teaching assignment after August 1, the teacher will be notified of the reasons, in writing, as soon as possible.

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7.2 Transfers

1. Teachers interested in being considered for transfer shall submit, in writing, their requests to the Board indicating the school, grade, or position sought. Such requests shall be retained for a period of one contract year and can be renewed from year to year. Whenever a vacancy arises or is anticipated, all certificated and qualified persons who have filed a request for transfer will be considered in filling the position. In making assignments, the instructional needs and the best interest of the school will be paramount.
2. Involuntary Transfers  
An involuntary transfer will be made only for cause.

7.3 Any unit member assigned to teach a subject outside of his/her certification area shall have an opportunity to request an assignment within his/her certification area and shall be given every consideration relative to this request.

7.4 Employees should expect to continue their present assignment from one year to the next unless otherwise notified by the Superintendent or his designee. Beginning with the 2009-2010 school year, the Board anticipates providing an electronic method to provide detailed information about an employee's position and benefits. The Board and Dorchester Educators TCH-ESP agree to work together to develop and implement the electronic process. The Board shall ensure electronic access is made available to all employees.

**Article 8  
PROMOTIONS**

8.1 The following procedures will be used when advertising administrative and supervisory positions:

1. All vacancies will be advertised. Announcements of vacancies shall be made available to each school for posting on the faculty bulletin board, sent to the Association, and to other school systems, colleges, and universities as considered necessary.
2. The announcement shall include a description of the position, duties and responsibilities, salary range, qualifications, and procedures for application.

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3. Announcements shall be distributed at least ten (10) days before the closing dates for accepting applications. When vacancies occur that must be filled immediately, an interim appointment may be made at the discretion of the Superintendent, but shall extend no longer than the school year. However, a permanent appointment will be made as soon as possible.
4. When vacancies occur during the summer months the Board will give ample notice, ten (10) days, to those teachers who have indicated their interest in such a position by writing a letter expressing their desire to the Board of Education.
5. Any applicant who has applied for a position and was not accepted for that position shall have the right to schedule a conference with the Superintendent or his designated representative to discuss the outcome of his application.

**Article 9  
ABSENCES AND LEAVES**

9.1 Sick Leave

1. During the regular work year all certificated 10-month teachers shall be granted thirteen (13) sick leave days, of which four (4) per year may be used for personal leave.
2. Sick leave may also include other absences such as medical, dental, or optical examinations, or treatment impossible to schedule on non-duty days. Sick leave is construed to mean personal illness or illness in the family.
3. The Board will be responsible for affecting the transfer of all accumulative sick leave for any teacher who comes to the Dorchester County School System from another county in Maryland and will notify the teacher of the number of sick days credited to him/her.
4. The Board shall inform each teacher during the month of June of the amount of sick leave accumulated.
5. Unused sick leave shall be cumulative without limit.
6. Teachers shall, with medical documentation, be allowed to use sick leave for absences due to disability connected with or resulting from pregnancy. Under this provision, such disability shall be treated as a temporary disability, and all Board policies concerning personal illness shall be applicable to such disability. Upon termination of such disability, the teacher must return to work unless she resigns or requests a leave of absence.

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9.2 Personal Leave

Personal Leave as noted in 9.1, Section A., shall not be granted immediately before or immediately after a holiday, or on an in-service day for teachers, or during the first five (5) days of the student calendar or the last five (5) days of the student calendar.

Exception: Personal leave may be used by teachers when the opening of a college summer session proceeds the last duty day for teachers. This leave shall not interfere unduly with the program of instruction (no more than 5% of any teaching faculty or one teacher for schools with less than twenty (20) teachers on any given day - fraction rounded to next highest integer) and shall be subject to approval by the principal. This type of leave will not be considered unless the request is made in writing to the principal prior to the effective date of leave.

9.3 Sabbatical Leave

Sabbatical leave will be granted subject to the following conditions:

1. The teacher shall be professionally certified, tenured, and shall have been employed in the Dorchester County Public Schools a minimum of seven (7) consecutive years.
2. The teacher shall agree to return to the Dorchester County Public Schools following completion of his sabbatical leave for a minimum of two (2) years' service or repay all monies advanced by the Board within sixty (60) days of the date that the sabbatical was completed. A sabbatical contract signed by the teacher and Board shall be required.
3. There will be no more than two (2) sabbatical leaves budgeted each school year.
4. A program verified by an institution, or one approved by the Board of Education, including study in another area of specialization, for travel or for other reasons of value to the school system, is accepted as meeting the sabbatical leave requirement. A teacher on sabbatical leave, either for one-half (1/2) of a school year or for a full school year will be paid by the Board at one-half (1/2) of the salary rate which s/he would have received if s/he had remained on active duty. If the requirement is not fulfilled, then the teacher must refund sabbatical pay prorated on the basis of actual completion of the originally verified and approved full-time program.
5. In the event a teacher on sabbatical leave receives extra monies through any type of grant or scholarship, the combined amount of those monies and the sabbatical leave allowance shall not exceed the amount of money the person would have received as a staff member for the school year in which the sabbatical leave had been granted. In cases where the combined monies exceed the regular salary, the sabbatical leave salary shall be reduced accordingly.

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6. Upon return from leave, the teacher shall be placed on the salary schedule at the level that s/he would have achieved had s/he remained actively employed in the system during this period of absence. S/He will also be credited with sick leave accumulated prior to the period of the absence.
7. When the teacher returns from leave, s/he will be assigned to the same type of position held at the time said leave commenced, if available. If the same type of position is not available, the teacher will be assigned to a comparable position as determined by the Superintendent of Schools.
8. The teacher may elect to continue paying his/her share of retirement, hospitalization and major medical insurance and other fringe benefits during this period of leave.
9. Sabbatical leave shall be in effect from September 1 through June 30.
10. Prospective candidates must apply to the Board prior to December 15 of each year (preceding sabbatical year) and the Board must notify candidates who requested sabbatical leave by March 1. Decisions regarding sabbatical leave are not grievable.

9.4 Parental Leave

1. Tenured teachers shall, at their request, be granted a leave of absence, without pay, for child bearing and/or child rearing for such period of time as is mutually agreed upon with the Board, but normally not to exceed one (1) year. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including accumulated sick leave, will be restored upon return to employment.
2. No teacher on said leave shall, on the basis of said leave, be denied the opportunity to substitute in the Dorchester County School System, upon presentation of medical testimony that the teacher is able to do so.
3. Tenured teachers adopting an infant shall, at their request, receive similar leave which shall commence upon the teacher receiving de facto custody of said infant, or earlier if necessary to fill the requirements for the adoption.
4. Teachers returning from parental leave shall be assigned to their former position or a comparable position if either is available provided the Board is notified in writing by April 1 for the following September, or three (3) months prior to their desire to return. They shall have assignment preference over new incoming teachers. Exceptions may be made only in case of unusual subject matter requirements.
5. The teacher on leave shall be afforded the opportunity to continue payments toward retirement providing that the leave meets the requirements set forth by the State Retirement and Pension System of Maryland.

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6. The teacher on leave shall be afforded the opportunity to continue payments toward insurance programs.

9.5 Temporary Leaves of Absence

1. Bereavement Leave

Upon the death of a child, parent, stepparent, brother, sister, husband, wife, in-laws (mother, father, sister, brother, son or daughter), aunt, uncle, niece, nephew, grandparent, grandchild or anyone who has lived regularly in the household of a teacher, such teacher shall be allowed a maximum of four (4) working days without loss of salary. One of the four days must be the day of the funeral or interment. The remaining three days may be taken either immediately before, immediately after, or surrounding the day of the funeral or interment, to meet the needs of the employee.

2. A teacher who is subpoenaed as a witness in a case or who is called to serve on a jury may be granted leave for the period of time he is unable to report to work. The teacher shall transmit (via personal check, made payable to the Board of Education) any money received from such duty other than that used for personal expenses (i.e. travel). The teacher may elect to retain any money received from such duty and be granted leave without pay. Applications for leave must be made in advance and submitted with a copy of the subpoena.

3. Military Leave

Short Term - Teachers who lose time due to short term obligations or annual unit training duty with the National Guard or Reserve component of the armed forces for the United States shall be granted leave with regular pay and accrual of benefits up to a period of fifteen (15) working days per annum.

Call to Active Duty - In the event of state or national emergency, teachers who are called involuntarily to active duty from the National Guard or Reserve component of the armed forces of the United States shall be granted a leave of absence without loss of pay for that period of time when service is involuntary. "Without loss of pay" shall mean the teacher's regular pay and accrual of benefits for the time missed, minus the teacher's military base pay. Upon return from a call to duty the teacher will be assigned as described in 9.3 Section G.

Return From Military Leave—A unit member granted military leave of absence shall retain the right to be placed in the same or similar position upon return from leave, subject to the following:

1. The employee has completed any required period of probation prior to entering the armed forces and his/her separation from the armed forces was under conditions other than a dishonorable discharge.

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2. He/she makes application within 90 days from the date of his/her separation from the armed forces in case he/she has involuntarily entered, or within 90 days after the termination of his/her first period of enlistment in case he/she has voluntarily entered for reinstatement by the Board of Education.
3. He/she makes application for reinstatement within 90 days from the date of separation from such service or within 90 days after discharge from a hospital, provided such hospitalization is directly connected with, related to, and immediately follows his/her separation from the armed forces, and the period of hospitalization does not extend beyond a year from the date of such separation.

Any employee qualifying for reinstatement under this provision shall be entitled to start at the salary and rate of earnings for leave that he/she would have received if he/she had remained continuously in the Board of Education's service.

If he/she is not qualified to perform the duties of his/her prior position by reason of disability sustained during military service, but is qualified to perform the duties of any other position in the employ of the Board of Education, he/she shall be reemployed in such comparable position, the duties of which he/she is qualified to perform, as will provide him/her like seniority, status, and pay rate, or the nearest approximation thereof consistent with the circumstances of his/her case.

9.6 Leave for Association Activities

1. The Board agrees to grant a leave of absence without pay, but with extension of full experience credit, for a member of the Association who has been elected to a local, state, or national office.
2. Leave granted in this section shall be for a maximum of six (6) years.
3. Upon return, the teacher shall be assigned to their former position or to a comparable position as determined by the Board.

9.7 Other Leaves of Absences

1. The Board may grant other leaves of absences without pay.
2. A non-tenured teacher who has exhausted all contractually provided leaves of absences and who has exhausted any applicable leaves of absences granted by Maryland or federal law shall not be granted an additional leave of absence.

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9.8 Extension of Leaves

An extension of a leave of absence may be granted at the discretion of the Board, if such extension is requested by the teacher.

9.9 FMLA – this Article shall conform to the requirements of the Family and Medical Leave Act of 1993. The provisions of the FMLA shall be considered in conjunction with the leaves and benefits outlined in this Agreement and shall not be construed so as to diminish those leaves and benefits. Paid leave must be used prior to using unpaid leave.

9.10 Sick Leave Bank

The Board of Education will provide a space for teachers to donate sick leave days to a sick leave bank. The Association must assume total responsibility for operating the sick leave bank in accordance with state and federal laws and regulations.

For FY2010, the Board of Education and Association agree to form a work group to review creating a Sick Leave Bank that would be available to all members of DE-ESP-TCH and to full-time school system employees. The work group will include representatives from DE-Teachers (appointed by DE), DE-ESP (appointed by DE), A & S, and the Board. The goal is to combine the existing Sick Leave Banks to offer benefits to all full-time employees, regardless of their bargaining unit. Additionally, consideration will be given to allowing employees to directly contribute days to fellow employees under certain extreme circumstances. Efforts will be made to schedule meetings during work time.

There will be no changes made to the current sick leave bank for Fiscal Year 2010.

**Article 10  
REIMBURSEMENTS**

10.1 Reimbursement for Professional Training

1. Teachers holding a Standard Professional or Advanced Professional Certificate will be paid for graduate courses taken toward certificate renewal, an Advanced Professional Certificate, a Master's degree, or courses required by the Maryland State Department of Education, provided the Superintendent or his/her designee has granted prior approval for the courses/program to be taken. In cases where undergraduate course work will serve to satisfy requirements, such course(s) will be reimbursable, provided they receive prior approval as required for graduate level courses.
2. Teachers approved to take courses shall be reimbursed at the lesser of the actual cost or the Salisbury University rate per credit hour for a maximum of nine (9) semester hours per year.

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3. Payment will be by separate check under one of the following schedules as selected by the teacher:

Normal Reimbursement - Upon submission of a receipt showing payment for the course and an official grade slip showing a grade of B or better, payment will be made within twenty (20) working days.

Advanced Reimbursement - Upon submission of a receipt showing payment for the course, payment will be made within twenty (20) working days. Upon completion of the course and no later than twenty (20) working days following the last day of the course, the grade slip showing satisfactory completion will be submitted. The full amount of the advanced reimbursement is due and payable to the Board of Education under the following circumstances:

- a. Resignation or termination of employment.
  - b. Failure to supply a grade slip showing a grade of B or better by the deadline cited on the reimbursement form.
  - c. Dropping or cancellation of the course.
4. The Board will pay for fifteen (15) semester hours of graduate work taken toward the Master's Plus 30 category provided the Superintendent or his/her designee has granted prior approval for the courses to be taken.
5. In order to receive summer school compensation, the teacher must have taught in Dorchester County immediately preceding the summer school attendance. There will be no reimbursement for any courses completed in the spring semester or summer session if the teacher is not returning the next school year.
6. Those persons receiving scholarships or grants will receive reimbursement for any allowable differences between the grant and the county allowance. A copy of the grant must accompany any request for reimbursement. All requests for reimbursement for tuition must be accompanied by an official grade slip from the college or university attended and must be submitted prior to June 30 of the school year in which the work is completed.
7. There will be no reimbursement for any grade less than a B.

10.2 Mileage

Teachers who are required to use their automobiles for job-related business shall be reimbursed at the Board approved rate per mile.

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10.3 Severance Pay

Teachers employed prior to July 1, 1981, who enter retirement after twenty (20) years of service in Dorchester County, shall receive payment for unused sick leave days at the rate of \$20.00 per day. Persons hired on or after July 1, 1981, upon retirement after twenty (20) years of service in Dorchester County, shall receive payment for unused sick leave days accumulated in Dorchester County at the rate of \$20.00 per day up to a maximum of 100 days. For those leaving during the year, their last year's sick leave days will be prorated based on 1.3 days per month based upon 10 months—mid-August to mid-June.

**Article 11  
SALARY**

- 11.1 The annual salary will be paid at the option of the teacher in one of the following ways:
- a. In twenty (20) equal installments.
  - b. In twenty-four (24) installments utilizing the summer savings plan. Teachers may have \$40, or any \$5 increments therefrom, deducted semi-monthly from their twenty (20) school year paychecks.

Teachers will be placed on the salary scale according to their experience, preparation, and teaching certificate.

Master's Plus 30:

Teachers who have acquired thirty (30) hours of acceptable credit in addition to a Master's degree shall qualify for the Master's Plus 30 category. The Master's Plus 30 category shall be based upon a planned program in which: At least one-half (1/2) of the credit hours earned (15 semester hours) shall be applicable graduate courses, not necessarily in the field of education, but approved by the Superintendent or his/her designee and relevant to the present and/or anticipated professional responsibility of the teacher, and up to one-half (1/2) of the credit hours earned (equivalent of 15 semester hours) may be in-service programs approved by the State Department of Education and/or college or university graduate credit in either content or professional courses. Such courses must have prior approval by the Assistant Superintendent.

Teachers who have not met the requirements for a Standard Professional Certificate or higher or lose their certificate status will have their salaries reduced by \$1000.

11.2 Compensation for Military Service

A maximum of two (2) years (two increments) on the salary scale will be allowed for military service. Credit for less than two (2) years will be prorated to the nearest year. This applies throughout the salary scale until the maximum step is reached.

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11.3 Salary

1. The salary schedule for the 2009-2010 school year shall be as shown in ***EXHIBIT A – Teachers’ Salary Scale – 2009-2010 School Year***. There is no change to the salary scale for the Fiscal Year 2010. All salaries are frozen at the FY2009 level; there will be no movement on the salary scale (steps or increments); and no general salary increase will be applied to the scale.
2. Teachers who receive National Board Professional Teaching Standards Certification (NBPTS) shall receive \$2,000 annually, provided their NBPTS certificate remains in good standing.
3. Mid-Year Review of Financial Resources:  
The negotiating teams will meet no later than December 15, 2009, to receive information regarding the status of the FY’10 Operating Budget. Should funds be available to fund a pay increase, a joint recommendation will be made to the Board of Education for a mid-year salary adjustment.
4. The placement on the salary scale for new hires will reflect the same loss of one year of experience as those teachers already employed in Dorchester County Public Schools.
5. Teachers will move across the salary scale as a result of earning an advanced degree or additional credits.

11.4 Bargaining unit members who are administratively-approved to receive compensation and voluntarily participate in after school activities shall receive no less than \$18 per hour. Any increase above this amount shall be determined by the Superintendent and provided in the budget. Such activities shall include, but are not limited to, curriculum writing, SIT meetings, professional development, etc.

11.5 Bargaining unit members who teach summer school shall receive no less than \$18 per hour. Any increase above this amount shall be determined by the Superintendent and provided in the budget.

11.6 For speech pathologists, the salary, as determined by placement on the approved teachers’ salary scale will be increased by \$10,000. Speech pathologists will have 10 additional days added to the number of teacher workdays, and their annual salary will be increased at the per diem rate for these additional days. Speech pathologists with valid National Board Certification will receive an additional \$2000 annually. This amount will be considered salary for retirement purposes. The following dues and necessary licensure fees will be paid by the Board of Education: ASHA and MSHA annual dues and licensure fees.

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11.7 School psychologists with valid National Board Certification will receive an additional \$2000 annually. This amount will be considered salary for retirement purposes.

11.8 Payment of Salary:

All employees may elect to receive any form of salary or expense reimbursement from the Board of Education via electronic payment to a bank account of the employee's choosing via direct deposit, debit card, or some form of electronic transfer as selected by the Board of Education. Employees will have the option to select this payment type for FY'10.

To accommodate employees who do not select electronic funds payment for FY'10, the Board shall continue to pay employees via paper checks. Employees shall have time to arrange personal checking, savings, debit or other forms of direct deposit account(s). The Board and DE will work cooperatively to implement full electronic payment methods for FY2011.

**Article 12  
EXTRA DUTY PAY**

12.1 Extra Pay for Extra Duties

It is agreed that certain functions require time that is beyond that which is customary for teachers. Extra compensation for such functions will be made under the following conditions:

1. All assignments shall be voluntary. If a volunteer is not available, and the principal is unable to secure a volunteer from within the county schools, the Board may assign a teacher for a period not to exceed the respective school year. There shall be a conference with the assigned teacher prior to the effective date of the assignment.
2. Teachers interested in volunteering for extra pay for extra duty activities should indicate their intentions, in writing, to the Superintendent or his/her designee by May 1 of each school year.
3. Proposed changes in types of activities or the number of teachers assigned should be included in the regular school budget proposal as presented by the principal in the school year preceding the change. Otherwise, the list as shown in 12.3 will prevail. The specific activities and the number of teachers assigned to each activity in each school shall be determined by the Board.
4. Payment will be made in one lump sum for each activity. Such payment will be made on the second pay date following receipt of verification from the school principal that the activity has been completed.

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5. Teachers who serve as coaches and assistant coaches outside the regularly assigned building may be allowed to leave the building at the end of the student day to fulfill their contractual obligations as coaches, at the principal's discretion. Substitute costs shall be the responsibility of the school where the teacher is coaching.
6. There is no tenure for extra duty assignments.
7. Extra duty assignments shall not be tied to classroom observations or evaluations, except for those programs which are a direct outgrowth of classroom activities and the teacher is compensated for coordinating and supervising the activity.

12.2 The computation of payments for extra curricular duties shall be calculated as follows:

1. Time Factor

<u>Hours</u>	<u>Factor</u>
0-50	1
51-100	2
101-150	3
151-200	4
201-250	5
251+	6

2. Responsibility Factor

Based on:

1. Number of students
2. Care and supervision of school property
3. Degree of public involvement/school involvement
4. Budget and schedule
  
5. Pressure factor/activity conditions
6. Teaching/preparation

3. Experience Factor

<u>Years</u>	<u>Factor</u>
1	1
2-5	2
6-10	3
11-15	4
16+	5

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4. Payment will equal A. (Time Factor), plus B. (Responsibility Factor), plus C. (Experience Factor) multiplied by the extra duty multiplier of \$209. ( $A + B + C \times \$209 = \text{Payment}$ )
5. Authorized assistants' payments will equal one-half (1/2) of A. (Time Factor), plus one-half (1/2) of B. (Responsibility Factor), plus C. (Experience Factor), multiplied by the extra duty multiplier of \$209. ( $(1/2)(A + B) + C \times \$209 = \text{Payment}$ )

12.3 Approved Extra Duties

**ATHLETICS**

<b><u>Activity</u></b>	<b><u>Pay=</u></b>	<b><u>A=Time</u></b>	<b>+</b>	<b><u>B=Resp</u></b>	<b>+</b>	<b><u>C=Exp x Multiplier</u></b>
<b>FALL</b>						
Varsity Football		5		6		Individual's years of experience as Head Coach or Assistant in Dorchester County.
JV Football		4		4		
Varsity Field Hockey		4		4		
Soccer		4		4		
Cross Country		3		3		
Golf		2		2		
<b>WINTER</b>						
Wrestling		5		4		
Varsity Basketball		6/5*1		5		
JV Basketball		5		3		

<b><u>Activity</u></b>	<b><u>Pay=</u></b>	<b><u>A=Time</u></b>	<b>+</b>	<b><u>B=Resp</u></b>	<b>+</b>	<b><u>C=Exp x Multiplier</u></b>
<b>SPRING</b>						
Track and Field		4		4		
Baseball		4		4		
Softball		4		4		
Tennis		4		4		
Lacrosse		4		4		
Cheerleaders		4 *4		2		
Athletic Director		6/4*3		6/4*3		

**SCHOLARSHIP**

<b><u>Activity</u></b>	<b><u>Pay=</u></b>	<b><u>A=Time</u></b>	<b>+</b>	<b><u>B=Resp</u></b>	<b>+</b>	<b><u>C=Exp x Multiplier</u></b>
Band		6/5*2		6/5*2		
Band Front		3/2*2		2		
School Play		2		4/3*5		
Yearbook		2		2		
Newspaper		2		2		
Chorus		3		3		
It's Acad/Mock Trial		2		2		
VTR		2		1		

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**SUPERVISION ADVISORS**

High School Student Council	3	2
American Field Service	3	2
Jr./Sr./Sophomore Class Advisor	2	1
Prom Advisor	2	1
Key Club Advisor	3	2
Envirothon Advisor	3	2
National Honor Society Advisor	3	2

- \*1-If involved in Christmas tournament, factor will be 6.
- \*2-If involved with football, factor will be the higher during the football season.
- \*3-School enrollment greater than 800 = 6; School enrollment 800 or less = 4.
- \*4-Cheerleading coaches who take full responsibility for cheerleaders during four (4) Sports, two varsity per season, will be paid the full amount each of the two Seasons.
- \*5-If a musical, factor will be 4.

- 12.4 The Board and Association shall establish a committee of an equal number of representatives to study the current extra duty schedule and method for calculating compensation, as well as extra duty schedules used in other Eastern Shore counties. One member from each side shall co-chair the committee and submit, in writing, the group's recommendations to both negotiating teams no later than October 30, 2009. These recommendations shall be subject to the negotiating process during the 2010-2011 bargaining process.
- 12.5 Beginning the 2009-2010 school year, the extra duty multiplier shall be \$209.

**Article 13  
INSURANCE BENEFITS**

- 13.1 Health Care
1. The health insurance program will be maintained through a licensed insurance company and/or health benefit trust and made available to each certified teacher. It shall consist of the following:
    - a. Preferred Provider Network (PPN) which includes physician services, inpatient benefits, outpatient services (100% of allowed benefit after the per visit co-pay for in network care), prescription card, vision and dental plan.
    - b. The benefits of the plan will not be less than the benefits contained in the Plan Document for the September 2001 PPN.

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- c. EPO that includes a prescription card, vision and dental plan. The benefits of the plan will not be less than the benefits contained in the Plan Document for the September 2003 EPO.
- d. The parties will form a stakeholders' advisory committee consisting of three (3) representatives of the Board of Education, three (3) representatives of DE, three (3) representatives of DESPA, and one (1) retired representative from the Dorchester Retired Teachers Association (DRTA) to meet within two weeks of each meeting of the consortium to discuss matters concerning health insurance coverage. The chairs and the co-chairs of the advisory committee will be the trustees of the consortium and will be responsible for convening the meeting.

2. Premium Costs - The Board's contribution toward the plans will be:

	<u>FY'10</u>
Individual	\$ 6,133
Parent/Child	\$ 8,330
Husband/Wife	\$10,822
Family	\$13,867

- 13.2 Retired teachers have the option of remaining in the group at their expense, excluding dental coverage, provided they notify the Board of Education within thirty (30) days of retirement.
- 13.3 The Board will provide to former employees who retire with fifteen (15) years or more experience with the Board, an opportunity to purchase individual health insurance, excluding dental coverage, through one of the Board's health care plans, with a contribution to be funded by the Board. The contribution offered will be based on the number of years of service with the Board.

Contributions shall be as follows:

<u>Years of Service</u>	<u>FY'10</u> <u>65 and Over</u>	<u>FY'10</u> <u>Under 65</u>
30+ years	\$4,515	\$3,586
20 – 29 years	\$4,269	\$3,233
15 – 19 years	\$4,023	\$2,853

- 13.4 Employees will be notified of the next year's proposed health insurance rates and costs by May 15. This rate may change as per negotiations.

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13.5 Life Insurance

The Board shall pay for each teacher the full premium of \$50,000 worth of term life insurance, with an additional \$50,000 of accidental death and dismemberment coverage, for a maximum benefit of \$100,000.

13.6 Flexible Spending Plan

The Board provides a Flexible Spending Plan. The Board shall determine the administration and benefits available through the plan and may discontinue the plan at the Board's discretion.

13.7 Employee Assistant Program

The Board provides an Employee Assistance Program (EAP) for employees who voluntarily seek or are directed by the Board to seek assistance. The Board shall determine the administration and benefits available through the plan and may discontinue the plan at the Board's discretion.

**Article 14  
GRIEVANCE PROCEDURE**

14.1 Definitions

1. Aggrieved Party - a teacher or group of teachers or the Association filing a grievance.
2. Grievance - a written statement by an aggrieved party 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. The grievance must be filed on the appropriate form (14.5) and signed by the aggrieved party.
3. Employer - the Board of Education or its administrative officers.
4. Days - working days.
5. Time Limits - if the employer fails to answer within the time limits provided, the grievance may be appealed to the next step. If the grievant fails to appeal within the time limits provided, it shall be deemed as acceptance of the employer's disposition of the claim.

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14.2 Procedural Steps

All grievances must be initiated within fifteen (15) days from the date of its occurrence or the date the grievant knew or should have known of the act or condition which is the basis of the complaint. The aggrieved party may file a grievance with the immediate supervisor.

1. Step 1 - The school principal or the designated representative shall have ten (10) days to give a written decision after receipt of the grievance.
2. Step 2 - If the grievance is not settled in Step 1, the aggrieved party, within ten (10) days, may move it to Step 2 by written notice to the Superintendent of Schools. The Superintendent of Schools or the designated representative shall have ten (10) days to give a written decision after receipt of the grievance.
3. Arbitration- If the grievance is not settled in Step 2, within ten (10) days the association may moved the matter to arbitration. The Board and the Association will attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association.
4. Jurisdiction and Authority of Arbitrator- The jurisdiction and authority of the arbitrator and his opinion and award shall be confined to the express provision or provisions of this Agreement at issue between the Association and the Board. He shall have no authority to add, alter, detract from, amend, or modify any provision of this Agreement, or to 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 award of the arbitrator, in writing, except if set aside by a court of competent jurisdiction, shall be final and binding on the aggrieved teacher or teachers, the Association, and the Board. The arbitrator's decision shall be made within thirty (30) days of the presentation of the case. The cost for the services of the arbitrator shall be shared equally by the parties.

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14.3 Association Representation

All teachers shall have the right of Association representation at each step of the grievance procedure. Any individual teacher or group of teachers shall have the right to present grievances to their employer 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 opportunity to be present and make statements at such adjustment. Copies of employer decision given at any step of the grievance procedure in any grievance whatsoever shall be delivered to the

Association. No grievance may be submitted to arbitration without the consent of, and representation by, the Association.

14.4 No Reprisals

No reprisals shall be invoked against any teacher for processing a grievance or participating in any way in the grievance procedure.

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DORCHESTER EDUCATORS-Teachers  
419 Race Street, Suite 2, Cambridge, MD 21613

**14.5 Grievance Form**

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INSTRUCTIONS: Please type or print.

Section Violated:

Date of Alleged Violation:

Description:

Remedy Requested:

Signature of Grievant: \_\_\_\_\_ Date: \_\_\_\_\_

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**STEP 1** Date Received: \_\_\_\_\_ Initials: \_\_\_\_\_

Administrative Disposition: [ ] Denied [ ] Granted

Reason:

Signature of Appropriate Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

Date the reply was received by Grievant: \_\_\_\_\_

Date copies were distributed to Parties in Interest: \_\_\_\_\_

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**STEP 2** Date Received: \_\_\_\_\_ Initials: \_\_\_\_\_

Administrative Disposition: [ ] Denied [ ] Granted

Reason:

Signature of Appropriate Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

Date the reply was received by Grievant: \_\_\_\_\_

Date copies were distributed to Parties in Interest: \_\_\_\_\_

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**STEP 3** – Arbitration

Signature of Association President: \_\_\_\_\_ Date: \_\_\_\_\_

Date Received by Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_

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EXHIBIT A

Teachers' Salary Scale  
2009-2010 School Year

STEP	SPC	APC	Master's Degree	Master's +30	Doctorate
1	40,640	41,284	43,509	45,735	47,960
2	40,843	41,950	44,175	46,352	48,577
3	41,098	42,615	44,842	46,968	49,195
4	41,446	43,301	45,529	47,604	49,834
5	42,027	43,461	45,687	47,712	49,944
6	42,657	44,678	46,904	49,131	51,157
7	43,297	46,094	48,118	50,346	52,369
8	43,946	47,519	49,762	51,796	54,033
9	44,606	48,739	50,983	53,220	55,254
10	45,274	49,958	52,203	54,440	56,474
11		51,616	53,876	55,923	58,374
12		52,839	55,102	57,350	60,008
13		54,271	56,328	58,781	61,437
14		56,706	59,004	61,068	63,952
15		58,044	60,412	62,517	65,462
16		58,797	61,155	63,358	66,294
17		59,548	61,897	64,198	67,126
18		60,700	63,048	65,241	68,172
19		61,550	63,899	66,039	68,971
20		62,400	64,750	66,837	69,770
21		63,655	65,794	68,303	70,814
22		64,910	66,839	69,770	71,859
23		65,541	67,368	70,504	72,385
24		66,171	67,898	71,238	72,912
25		66,591	68,253	71,727	73,264
26		67,012	68,607	72,217	73,616
27		67,432	68,961	72,706	73,968
28		68,035	69,579	73,356	74,630

**IMPORTANT NOTE:**

Teachers who have not met the requirements for a Standard Professional Certificate or higher or lose their certificate status will have their salaries reduced by \$1000.

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**ARTICLE 15: DURATION**

This agreement shall become effective July 1, 2009, and remain in full force and effect through June 30, 2012. The Board of Education and Dorchester Educators-Teachers agree that for the 2010-2011 contract, the following articles will be open: Article #10 – Health Insurance, Article #11 Salary, Article #12 – Extra Pay Extra Duty, and one article as chosen by the Association and one as chosen by the Board. The articles to be opened must be identified no later than the third bargaining session or December 15, 2009.

**DORCHESTER EDUCATORS-TEACHERS**

_____	_____
Date	DE-Teachers President
_____	_____
Date	DE-Teachers Vice-President
_____	_____
Date	Theresa Miles, DE-Teachers Chief Negotiator

**BOARD OF EDUCATION OF DORCHESTER COUNTY**

_____	_____
Date	Philip Bramble, President
_____	_____
Date	Frederic R. Hildenbrand, Superintendent
_____	_____
Date	Gary A. McCabe, Sr., Chief Negotiator