COMPREHENSIVE AGREEMENT BETWEEN

THE BOARD OF EDUCATION OF TALBOT COUNTY

AND

THE TALBOT COUNTY EDUCATION ASSOCIATION

CERTIFIED STAFF

JULY 1, 2025 - JUNE 30, 2027

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This agreement entered into this first day of July 1, 2025 by and between the Board of Education of Talbot County, hereinafter called the "Board", and the Talbot County Education Association, hereinafter called the "Association".

Witnesseth:

Whereas the Board and the Association, following extended and deliberate negotiations, have reached certain understandings which they desire to memorialize. In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I: GENERAL STATEMENT

A. As used in this agreement the term "teacher" refers to all full-time certificated professional individuals under contract as defined in Article VII.A., who are employed by the Talbot County Board of Education, except the Superintendent of Schools and all other individuals in administrative positions or others designated by the Board of Education to represent them in public school negotiations. Teachers shall be represented by the Association, the exclusive representative as specifically provided for in Section 6-404 of the EDUCATION ARTICLE OF THE ANNOTATED CODE OF MARYLAND.

   It is understood and agreed that whenever he and him appear in this contract it shall mean he/she and him/her, except where referring specifically to a male or female teacher.

B. When ratified by the Board and the Association this agreement shall affect existing policy of the Board only to the extent that the provisions hereof are inconsistent with such policy in which case the provisions hereof shall take precedence to the extent of such inconsistency, provided such provisions do not conflict with the PUBLIC SCHOOL LAWS OF MARYLAND, MARYLAND STATE BOARD OF EDUCATION REGULATIONS (COMAR), FEDERAL LAWS, and/or interpretations of such laws by Maryland or Federal courts and/or the Maryland State Board of Education.

   Any language in this Agreement which, by declaration of the Maryland State Board of Education or a court of competent jurisdiction, constitutes an illegal subject of bargaining, whether as a result of a proceeding involving the parties hereto or any other board of education in the State of Maryland, shall result in the nullification of the affected language in this Agreement and the affected language shall be removed at the next printing of the successor to this Agreement.

C. This agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.

D. 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 within 10 days pursuant to the opinion rendered by the Maryland State Board of Education on June 25, 1969, and applicable laws and bylaws.

In the event that the Board's budget is not fully funded by County Government, the Board will notify TCEA in writing and furnish TCEA with all documents and communications between the Board and County Government in which the underfunding is described and/or explained. Receipt of these documents and correspondence by TCEA shall be verified by a signed receipt.

E. In the event any portion of this agreement is ultimately ruled invalid for any reason by an authority of established and legal jurisdiction, the balance and remainder of this agreement shall remain in full force and effect.

F. Except as expressly provided otherwise by this agreement, the determination and administration of Board policy, the operation of the schools, and the direction of the employees shall be vested exclusively in the Board.

G. Copies of this agreement shall be distributed to teachers on or before the first work day each year, unless there is no final agreement by the first work day of any school year in which event copies will be distributed to teachers within thirty (30) days of the date of execution of the final agreement, at no cost to the Association.

H. In the event that an impasse in negotiations is reached, the impasse process shall be conducted pursuant to regulations adopted by the Public School Labor Relations Board and in compliance with the provisions for handling an impasse as provided by Title 6, Subtitle 4 and 5, et. seq. of the Education Article of the Annotated Code of Maryland. The cost of impasse finding proceedings shall be shared equally by the Board and the Association.

I. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under the PUBLIC SCHOOL LAWS OF MARYLAND and/or statutory law as set forth in the latest edition of the ANNOTATED CODE OF MARYLAND.

ARTICLE II: ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. In accordance with 6-409 of the Maryland Public School Negotiations Law, public school employers and employee organizations shall not interfere with, intimidate, restrain, coerce, or discriminate against public school teachers because of the exercise of their rights under 6-402 and 6-403 of the PUBLIC SCHOOL LAWS OF MARYLAND.

B. Duly authorized representatives of the Association may be permitted to transact official Association business on school property before and after school hours, and during lunchtime with the agreement of the principal, provided that this shall not interfere with or interrupt school operations during this period of time. Such business shall include the ability to use the Talbot County Public Schools EMAIL computerized message system for legitimate, Talbot County related, Association business. If the Association wishes to send a message to a group of employees instead of a single addressee, such messages shall be pre-approved by the Superintendent or designee. At no time will the Talbot County Public Schools EMAIL messages contain information that can be construed as being detrimental to the Board, Administration, employees, students or parents.

C. There will be a place available in each building to post Association notices and at no time will these notices contain information that can be construed as being detrimental to the Board, Administration, or the Association. A courtesy copy of all notices posted shall be provided to the School Manager on or before the day of posting.

D. The Association and its representatives shall have the right to use school buildings without cost and without completing use of building forms at all reasonable hours for meetings. The School Manager shall be made aware of building use requests to assure there are no scheduling conflicts

E. The Board shall furnish without cost to the Association in response to reasonable requests one copy of those documents which will assist it in developing intelligent, accurate and constructive programs on behalf of teachers, provided the Association extends the same courtesy to the Board on a reciprocal basis. The Association assumes the responsibility of duplicating the material if an original is provided.

F. As members of a private organization it is agreed that no teacher may be absent from school to conduct or participate in Association business or affairs without prior approval of the Superintendent One officer or Association representative as designated by the president shall attend all public Board meetings and shall be excused from normal duty assignments without loss of pay or leave time to attend board meetings. The Association shall notify the Superintendent within twenty- four (24) hours of receiving the agenda for the board meeting of the Association representative who shall attend the meeting. The Board agrees to post on the Board of Education's website the proposed agenda, including available addenda, of Board meetings in advance of such meeting. The Board shall provide the Association a copy of all non-confidential documents presented to the Board at the meeting. The Board shall post the official approved minutes of the Board meetings on the official website. It is further agreed that whenever an Association member is absent from school for the purpose of conducting or participating in Association business or affairs that the Association will assume the cost of reimbursing the Board for the substitute teacher employed.

(1) The Board will provide release time, without loss of pay or benefits, for one work day 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 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 Association members) and up to three (3) additional members whose attendance is required at the convention.

G. The President of the Association, or designee, shall be allowed a maximum of seven (7) days leave with pay during the school year for the purpose of conducting or participating in Association business or affairs. The Association shall reimburse the Board for the cost of any substitute teacher employed in place of the Association President while on such leave. The Association President shall attempt to give his/her principal a twenty-four (24) hour advance notice of his/her absence for Association business or affairs. Additional days may be requested and approved by the Board.

ARTICLE III: TEACHER RIGHTS AND RESPONSIBILITIES

A. Teachers shall arrange at reasonable times for conferences with parents when it appears that better understanding or more cooperative support from the home is required for the student's success in the program.

B. With just cause, the Board and Superintendent reserve the right to discipline, suspend or dismiss any teacher in its employ. Further, any teacher disciplined, suspended or dismissed in accordance with the provisions of 6-202 of the MARYLAND PUBLIC SCHOOL LAWS, shall be afforded the opportunity to be heard by the Board of Education within thirty (30) days of the effective date of the disciplinary action. All claims brought under this Section of Article III shall only be adjudicated under the provisions of 6-202. When a meeting with a member is being called for the purpose of investigating an issue, which in the view of the teacher may give rise to disciplinary action, the teacher may request an association representative to be present. When a meeting with a member is being called for the purpose of suspension without pay, demotion, or discharge, the member shall be advised of his/her right to representation prior to the beginning of any such conference or meeting.

C. A teacher shall receive experience credit, up to the maximum levels defined in Article XIX (B) 11, for all verified experience received during a regular school year (September 1-June 30) from pre-kindergarten through college, in an educational institution which is approved or recognized by the Maryland State Department of Education or by the State Department of Education of the state in which it is located.

Part time experience will be recalculated into full-time equivalency by the personnel office. Credit will be granted for each equivalent full year. Partial equivalent years will be honored in half year increments. (For example, a teacher entering with a calculated 9.8 years experience would receive credit for 9.5 years. Also, a part-time teacher who works .4 FTE would accumulate 1.2 years experience over a three year period which would yield 1.0 years experience.) Full or part-time substitute teaching shall not apply for experience credit.

All teachers with military experience will be granted salary credit as follows:* A year's credit shall be given on the salary schedule for each ten months on active duty. This credit shall be established on the following criteria:

a. A Talbot County teacher being inducted into the military can receive salary credit for two years' service when employed.
b. A person serving in the military prior to employment in Talbot County shall receive a maximum of one year's credit on the salary schedule.
c. To receive credit, the teacher must have been honorably discharged.

*Employment as a vocational teacher shall be the exception as provided for in the Maryland certification regulations.

D. In cases of charges against a teacher which may result in dismissal during the school year, the Board shall apprise the teacher of the charges against him and of his legal rights under 6-202 of the PUBLIC SCHOOL LAWS OF MARYLAND. At the teacher's request, the Association may assist him in exercising his rights.

E. Upon request to the Personnel Department, teachers eligible to retire shall be provided with literature explaining the various options available to them upon retirement. A conference will be held for the teacher who wishes it.

F. Items entered into a teacher's personnel file, except initial interview evaluations and confidential references pertaining to original employment or promotion shall be open to that teacher by a mutual appointment, but unless otherwise requested by the teacher, shall only be available to his principal, School Manager, school/area supervisor, Personnel staff, accounting office, and Superintendent of Schools.

Original or photocopies of transcripts or other related documents on file cannot be given to the teacher. However, photocopies of all such documents will be made at the request of the teacher provided reasonable time is provided to do so. A minimal charge may be required if judged appropriate by the Personnel Office.

Following the review of the personnel folder the teachers may affix their signatures to any document indicating they have reviewed the material. The signature in no way indicates an endorsement of the content.

No unfavorable entry shall be made to a teacher's file unless a copy is provided to the teacher. A teacher shall have the right to answer in writing any complaints filed in his personnel file and his answers shall be attached to the complaint.

G. The Board shall not hold liable a teacher for using reasonable force in his self-defense or in the restraint of a student to prevent harm to that student or others. In case of a legal claim brought by a student and/or his parents related to the action above, the Board shall provide legal counsel to the teacher if requested. The Board shall pay for any damage to a teacher's personal property resulting from such intervention as referred to herein. For purposes of this agreement, personal property shall be defined as including clothing and other articles legally worn or carried by the teacher at the time of intervention or involvement. The burden for proof of loss shall be upon the teacher.

   The Board shall pay for damage to a personal item brought to school by a teacher to use in the classroom for instruction or for a school function up to a maximum of $200.00 provided that the damage to said personal item is not caused by the teacher and provided further that the teacher has obtained authorization from the principal to use said item for instruction or for a school function.

H. Reduction in force - Teaching staff:

   1. Authority/Definition
   The Board of Education of Talbot County retains the right to reduce its force, and its decision on such reduction is not subject to the Grievance Procedure Article XX. However, any action taken under the procedure or recall sections of this Article (below) may be grieved.

   2. Procedure
   When there is to be a reduction in the teaching staff in any field or program area for which a certificate is issued, the determination of those who are to be laid off shall be according to seniority, based upon total applicable experience in Talbot County. For purposes of Article III, Section I, part time teachers will accumulate this total teaching experience on a pro-rated basis equal to the percentage of time assigned. For example, a 50 percent (50%) teacher will accumulate one half (1/2) year teaching experience for each year taught.

   Bumping into a second field or area on a teacher's certificate is allowable only if the teacher has had prior experience in that area or field in Talbot County, in

which case only the total, actual experience in that specific area or field in Talbot County will count toward seniority.

The above shall be applicable in the following order:

1. Provisionally certificated teachers
2. Non-tenured teachers with a professional certificate
3. Teachers rated as Class II
4. Tenured teachers with a professional certificate

Tenured teachers who have been laid off shall be recalled in the inverse order that they were laid off.

They shall be notified of recall by registered mail sent to their address on file. Within 20 calendar days of the mailing of an offer to return to employment, the teacher shall accept the position in writing, by registered mail, or it shall be deemed that he/she has declined the offer. Any tenured teacher declining an offer is automatically removed from the recall list unless the teacher presents a medically certified disability report at that time. Recall teachers shall be available for duty within twenty-one (21) calendar Days.

It shall be the responsibility of each tenured teacher on the recall list to keep the personnel office informed, in writing, by registered mail, of any change in address. A tenured teacher shall remain on recall for twenty-four (24) months.

Teachers on leave of absence shall be eligible for layoff as though they were in active Service.

When a layoff continues, no new teacher shall be hired if a certified teacher in the area or field of vacancy still on the recall list is available.

I. 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 performing his assigned functions during duty hours, be in violation of local, state, national or common law, or be prejudicial to his effectiveness in his teaching position.

J. The Board and the Association agree that the freedom to learn and freedom to teach are essential to teachers, students, and education in general. Academic integrity in study, investigations and interpreting facts and ideas concerning man, society, and other branches of learning is encouraged and will be supported.

K. The principal or his designated representative shall inform the appropriate teacher(s) of any student who is HIV (human immunodeficiency virus) positive when such information is disclosed by the parent to the Superintendent and the parent(s) agrees to a release of the information.

L. Teachers shall not be required to search students for head lice, other body pests or any contraband.

M. A teacher observation and evaluation committee made up of Board of Education and Association representatives would meet to discuss any changes to current procedures and practices of the observation and evaluation process.

N. The Association and Board shall jointly develop and implement a school-based Faculty Advisory Council prior to the beginning of the 2013-14 school year. The basic purpose of the Faculty Advisory Council is to establish and maintain positive relationships and communications among the faculty and staff. The council shall also serve as the vehicle by which proposed changes in existing policies and practices, and new policies and practices for each school may be considered and may be subject for discussion at any Faculty Advisory Council-principal meeting.

ARTICLE IV: POLITICAL RIGHTS

The Board and the Association recognize the right of teachers to participate in lawful political and governmental affairs. Such lawful participation shall not affect their professional status.

ARTICLE V: BOARD POLICY

Talbot County Board of Education policies are located online. All Board meeting Agendas and electronic presentations will be emailed to the Association President.

ARTICLE VI: NOTICE OF ASSIGNMENT AND VACANCY ANNOUNCEMENT

A. Teachers on duty as of June 1 of any calendar year will be given written notice by appropriate officials of their building assignment for the forthcoming year by June 1. In cases where this deadline is administratively not feasible, this notice will be available by the end of the school year or as soon as is feasible. Building principals will notify school based teachers, in writing, of their projected subject(s) assignment by August 1. All teachers reporting on and after June 1 of any calendar year will be assigned and notified for the ensuing school year as soon as is feasible.

B. In arranging schedules for teachers (excluding those in supervisory and administrative positions, visiting teachers, and similar positions) who are regularly assigned to more than one school, an effort will be made to limit the amount of inter-school travel Such teachers will be notified of their schedule by June 1 or as soon thereafter as is administratively feasible.

C. Provisionally certificated teachers shall receive notice of building(s) assignment and subject(s) assignment by the responsible school administrator(s) following

the renewal of their Provisional Certificates or by August 1, whichever is later, subject to the needs of the school system.

D. In the event that any change in class and/or subject assignment, or building assignment is necessary after notification has been sent, the building principal or appropriate school administrator shall notify the teacher in person or in writing. The teacher shall be advised that within ten (10) days of being notified by the principal or school administrator the teacher may request a conference to discuss the change or changes. The ten (10) day deadline date shall begin when the teacher is notified in person or on receipt of certified mail. If a request for a conference is not made within the ten (10) days the conference shall not take place and the changes shall automatically go into effect.

E. In order to assure that pupils are taught by teachers working within their areas of competence, every effort will be made to assign teachers within the scope of their teaching certificates.

F. This Section is subject only to the non-binding Grievance Procedure of Article XX. All teachers not being considered for reemployment will be so notified by May 1. A reply stating why a requested transfer did not take place will be provided to the affected teacher following receipt of a written request.

G. All vacancies in administrative and supervisory positions, plus any new assignments in such areas, will be prepared for distribution and forwarded to the respective building principals and School Managers for posting within ten (10) days after the vacancy occurs.

H. Intent forms can be obtained online. All intent forms returned to the Personnel Office by February 28 shall be used to compile all known or indicated vacancies for the coming school year, except a teacher's intent revealed confidentially in writing. The listing will be posted as openings become available.

I. The Board will seek to fill all vacancies with qualified applicants from within and outside the school system. Qualified applicants employed on the professional staff of the Talbot County Public School system will receive due consideration.

ARTICLE VII: WORKING HOURS AND CONDITIONS

A. The total regular workday will be defined as seven and one half (7.5) consecutive hours including a 30 consecutive minute duty free lunch period, except there shall be two (2) non-consecutive work days permitted each year to allow for evening parent conferences. It will be the responsibility of the building administrator to set the hours of operation for each school so that teachers are on duty when students arrive and remain on duty until the time when students leave and to coincide with transportation schedules set by the Transportation Department for each school.

Level IV (Lead and Distinguished) TCPS Career Ladder teachers' regular duty day shall be seven and one half (7.5) consecutive hours including a 30 consecutive minute duty free lunch period and shall include an additional eight (8) duty hours per month (August 31 - May 31). Level IV Career Ladder teachers are still required to participate in activities that extend beyond the regular work as defined in this Agreement.

Teacher participation in activities, which extend beyond the regular workday shall be voluntary, except that teachers shall attend up to four (4) "after-hours"meetings each school year with each meeting not to exceed two (2) hours in length.

Exceptions to this defined workday will be allowed in order to have teachers present at meetings which are by necessity held after students leave. Examples of such meetings are, but not restricted to, faculty meetings, IEP meetings, School Improvement Team meetings, parent conferences, etc. These kinds of meetings will not be scheduled on Fridays or on any day immediately preceding a scheduled school holiday, will not occur for any teacher more than one and one half (1 ½) hours in any particular week, and will not exceed one (1) hour beyond the defined work day.

In the event of delayed opening or early dismissal of school because of inclement weather or emergency conditions, the workday of teachers shall begin no earlier than 30 minutes before the students' scheduled arrival on school property and end no later than 15 minutes after the students' scheduled departure from school property.

Eleven month teachers, as defined in Article I, Section A, shall work an equivalent thirty-seven and one half (37.5) hours per week, with a 30 minute duty free meal each day, and shall not be subject to the workday limitations described above in this Article.

B. With prior approval of the building principal, teachers will be permitted to leave school premises during the regular workday if there is no conflict in the performance of their professional duties and responsibilities.

C. The number of duty days for teachers employed on a ten-month basis shall be not more than 200 for all newly employed teachers, 193 for 2nd and 3rd year teachers, and 190 for all others. One (1) day before school starts for students and one day after the year ends will be scheduled as a day for teachers to work without administrative meetings or in-service.
The number of required duty days for a Level 4a Lead Teacher on the TCPS Career Ladder shall not be more than 192 days.

The number of required duty days for a Level 4b Distinguished Teacher on the TCPS Career Ladder shall not be more than 195 days.
The extra duty days are designed to work to support schools, supervisors, and district level.

In the event teachers complete all SafeSchools training from March – May for the following school year, the last scheduled day of the 10 month school calendar will be omitted from their required number of duty days.

D. Teachers shall have a minimum of two hundred thirty (230) minutes per week of daily preparation time. Preparation time shall not be required on days teachers participate in field trips or programs held away from the school facility for the entire day. Preparation time shall be scheduled in blocks of no less than thirty (30) minutes across the entire week. A Teacher Planning Time Committee made up of Board and Association representatives would meet to discuss the potential availability of increased planning time and/or utilization of planning time. This Committee would meet at the request of the Association and have the opportunity to make recommendations for later Agreement negotiations.

   All teachers on Level IV (Lead and Distinguished) of the TCPS Career Ladder shall be provided planning time equal to 250 minutes per week. On a modified student week (weather related, holiday included week) Level IV Career Ladder teachers will receive planning time proportional to the duration of the modified week at the discretion of the principal/supervisor.

E. Teachers will be relieved of instructional duties for the last 2 hours of the school day at the end of each quarter in order to prepare and record students' grades.

F. In order to ensure that the health and safety of the pupils and teachers are maintained, the following requirements are to be set by the Board:

   a. When a room, building or area, because of its condition, is judged by authorized and qualified personnel, so approved by the Board of Education or mandated by law, to constitute an unsanitary or unfit condition, the room, building or area shall be closed to students and teachers until such conditions have been judged to be satisfactory. A classroom teacher shall notify the School Manager if he feels that an unsafe or an unhealthy room, building or area exists.

   b. Teachers shall not be asked to search for bombs or other explosives.

G. Substitute Teachers – Every effort shall be made to provide substitutes for all teachers absent from their regular teacher assignment.

ARTICLE VIII: PROFESSIONAL INVOLVEMENT IN CURRICULUM PLANNING

A. The Board has always encouraged the involvement of teachers in curriculum planning and development and will continue to do so in the future. As a professional association, the Association will encourage its members to participate in the planning of curriculum for their subject area or areas.

B. The Board and Association recognize the need of all professional employees to continually upgrade and reinforce their professional abilities. The Board and Association therefore agree to identify areas of need and to jointly plan, publicize, and actively encourage, by appropriate means, all professional employees to participate in in-service programs and continuing education courses offered within the County and sponsored by the Board.

C. This Article is subject only to the non-binding Grievance Procedure of Article XX.

ARTICLE IX: INVOLVEMENT IN SELECTION OF INSTRUCTIONAL MATERIAL

A. The Board has always encouraged the involvement of teachers in selection of instructional materials and will continue to do so. Teachers will be given the opportunity to voice their opinions through the principal in each school or the curriculum coordinator on the selection of materials for classroom instruction.

B. Prior to the closing of any school year, teachers shall review and become familiar with available textbooks and instructional materials they will be utilizing the succeeding school year. In the event these books or other instructional materials are not available, teachers may obtain them from their building principal or immediate supervisor as soon as they are available. When said materials are available, the teachers will be able to check out applicable materials for use during the summer.

ARTICLE X: CLASSROOM CONTROL AND DISCIPLINE

A. When in the judgment of a teacher, a student is by his behavior seriously disrupting the instructional program to the detriment of other students, the teacher may excuse the student temporarily from the classroom or area of concern, and immediately refer him to the principal or his designee. The principal shall investigate the incident to determine if the disciplinary process described below is necessary and appropriate. In such appropriate cases, at the request of the teacher, the principal or his designee shall arrange a conference within five school days with the pupil, parent or guardian and, whenever possible, the referring teacher and other appropriate personnel to discuss the problem and to decide upon proper steps for its resolution. If the referring teacher is unable to attend the conference, the principal or his designee shall provide a written summary of the conference to the referring teacher at the referring teacher's request. A Student Discipline Committee made up of Board and Association

representatives would meet at the request of the TCEA to discuss perceived concerns and issues related to the Board's and individual school policies and procedures governing student discipline. This Committee would have the opportunity to make recommendations to the Board for consideration.

B. In fulfilling his/her duties as a teacher in maintaining proper student discipline, any teacher threatened with physical abuse or who is battered in connection with his employment shall immediately report the incident to his immediate supervisor and put it in writing as soon as possible thereafter. Serious incidents involving verbal abuse or outright disrespect shall be reported in a similar manner. The Board will assist teachers wishing to file criminal charges.

C. At the teacher's request, this report will be forwarded to the Superintendent along with a statement of the corrective action taken by the principal. The affected teacher shall receive a copy of the principal's statement. Upon request, the Superintendent may assign a member of the Student Services Department to review the situation with the principal and teacher and work toward a resolution of the problem.

D. This Article is subject only to the non-binding Grievance Procedure of Article XX.

ARTICLE XI: PROFESSIONAL DUES DEDUCTION

A. The Board shall make payroll deductions for membership dues in T.C.E.A., Inc., if individually and voluntarily authorized by the teacher before September 30, on an enrollment membership form provided by the Association and approved by the Board. The form shall contain the teacher's signature.

B. The Association's treasurer or designee shall deliver the teacher dues authorization forms and resignation letters to the Controller's office by September 30 of each year. Forms submitted after September 30 shall go into effect as soon as administratively feasible and the deductions shall be pro-rated for the number of pay periods remaining so that deductions for all teachers shall be identical.

C. The teacher's authorization shall be irrevocable for a period of one school year and shall be valid as long as such signatories are employed in Talbot County Public Schools, unless they countermand it in writing to the Association with a copy to the Board prior to September 30 of any school year.

D. Deductions shall be made in equal installments beginning with the first pay period in September and ending with the second pay period in June, except for those teachers newly employed after September 10, in which case their deductions shall be in equal installments ending with the second pay period in June.

E. In order that dues can be deducted any year, the Association shall verify, in writing, to the Board by August 15th, the current rate of membership dues in T.C.E.A., Inc. and the Board shall transmit all dues deducted to T.C.E.A's treasurer as expediently as possible.

F. If the Board is aware of, and in the event of, a teacher's resignation, termination, or leave of absence during the school year, except in case of death or retirement the balance of the annual dues authorized shall be withheld from his/her final salary installment, provided this information has been printed on the original enrollment forms. If a teacher's final salary payment is not enough to meet the remaining dues responsibility, the collection of such monies shall rest entirely with the Association.

G. The Association shall indemnify and save/hold the Board of Education harmless of any and all claims, grievances, demands, actions, suits, or other forms of liability or damages that arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any of the provisions of this section and the Association assumes full responsibility for the disposition of the funds deducted under this section as soon as they have been remitted by the Board to the Association.

H. Upon returning from board approved leave, employees who were previously members of the Association shall have the appropriate dues deductions automatically reinstated.

I. The Board shall notify the Association whenever a member retires or resigns.

J. The Board will furnish the President of the Association an electronic copy of the official roster of the certified employees in the county upon request for official Association business use only. The roster shall include their names, job titles, and building assignments. During the school year the Board shall provide the Association with any changes or updates to the roster when requested.

ARTICLE XII: SICK LEAVE

A. Certified teachers shall be entitled to yearly sick leave as follows:

Ten month teachers - - - - - - - - - - 13 days
Eleven month teachers - - - - - - - - - - 14 days
Twelve month teachers - - - - - - - - 15 days

B. All certified teachers, in accordance with the law, will be entitled to unlimited accumulation of sick leave.

C. Eight days of sick leave can be used for illness of a member of a teacher's family (child, grandchild, spouse, parent, in-laws, brother, sister, grandparent), and/or

other person(s) living regularly in the household of the teacher. An additional twenty days of sick leave for illness of a teacher's family member may be granted by the Superintendent if requested in writing with full documentation.

D. Three days of sick leave may be used each work year for personal leave, if a request is submitted, in the Employee Access Center (EAC), via the "leave form". All three days will be allotted without giving a reason. The personal leave days may not be taken consecutively without permission from the Superintendent/Designee. Each request must be submitted forty-eight (48) hours in advance or as soon as possible in event of a personal emergency. Such leave will be taken in increments of at least one half day. Personal leave will be granted according to the following guidelines:

    1. These days, if used one week prior to or one week following the Thanksgiving, Christmas or Easter holiday, during the first five or last five duty days of the year may be used only with an approved reason.

    2. If personal leave is of an emergency nature, then verbal approval by the building principal shall waive D-1, as well as the 48 hour requirement. The verbally approved leave must be followed up immediately upon return to work via the appropriate leave form.

E. A teacher shall, at her request, be allowed to use sick leave for absence due to disability connected with or resulting from pregnancy.

F. The Board reserves the right to require the teacher to present medical confirmation of her physical ability or inability to return to duties.

G. The Board shall allow teachers to use a maximum of five days of sick leave for the observance of religious holidays provided teachers give notice on the leave form by September 15th of each school year.

H. The Board will continue its current practice of allowing teachers to attend activities related to professional development without loss of sick leave or personal business leave time, provided prior approval of the principal and Superintendent is obtained.

I. The Board shall have the authority to grant advanced sick leave to tenured teachers when requested in writing.

J. Teachers who vacate their position and who have used more sick leave than earned shall be required to reimburse the Board and/or have their pay adjusted for the appropriate amount of days.

K. The Board agrees to provide access to a voluntary Disability Insurance Program. Such plan will be made available to all teachers on a self-pay basis. Teachers

shall not be required to participate. Administrative costs to implement the Program shall be paid by the Board.

L. Teachers who have not taken any sick or personal leave days during the school year shall have two (2) additional days added to their accumulated sick leave days. For each semester of the school year that a teacher has not taken any sick or personal leave, one day will be added to their accumulated sick leave days.

ARTICLE XIII: BEREAVEMENT LEAVE

Each employee is entitled to the following bereavement leave, including the day of the funeral, memorial service, or internment:

A. Five (5) work days following the death of a child, parent, brother, sister, spouse, grandparent, grandchild, in-laws, or member of the immediate household.

B. Two (2) work days following the death of an aunt, uncle, niece or nephew. A teacher may use up to one (1) day, either sick or personal leave if available, in addition and in conjunction with the two bereavement leave days, so long as the leave form is submitted upon return to duty.

ARTICLE XIV: SABBATICAL LEAVE

A. Sabbatical leave may be granted subject to the following conditions:

1. The teacher shall be professionally certified, tenured, and shall have been employed in the Talbot County Public Schools a minimum of six consecutive years.

2. The teacher shall agree to return to the Talbot County Public Schools following completion of his sabbatical leave for a minimum of one-year service or repay all monies advanced by the board within sixty days of the date that the sabbatical leave was completed. A sabbatical contract signed by the teacher and the Board shall be required.

3. Funds shall be budgeted for not less than two leaves each school year, if approved.

4. A full-time graduate study program of 24 semester hours or one approved by the Superintendent and verified by the institution as being full-time is accepted as meeting the sabbatical leave requirement. If the requirement is not fulfilled, then the teacher must refund sabbatical pay at the rate of 1/24 for each credit hour less than 24 or prorated on the basis of actual completion of the originally verified and approved full-time program.

5. The teacher shall be reimbursed in an amount equal to the difference between his salary and that of the person hired as a replacement during the period of absence if he agrees to return for one-year teaching service immediately following the sabbatical leave year

6. 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 this 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, as outlined, the sabbatical leave salary shall be reduced accordingly.

7. Upon return from leave, the teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during his period of absence. He will also be credited with sick leave accumulated prior to the period of his absence.

8. When the teacher returns from leave, 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 position as determined by the Board.

9. If the teacher elects to continue paying his share, then retirement, hospitalization and major medical insurance, and other fringe benefits (except sick leave) shall remain in effect during the leave.

10. Sabbatical leaves shall be in effect for one (1) year from the first day of the school year through the end of the school year. Adjustments to this part of the contract may be made at the discretion of the Superintendent.

11. Prospective candidates must apply to the Board prior to December 15 of each year (preceding sabbatical year) and the Board must notify the candidates granted sabbatical leave by March 1.

ARTICLE XV: LEAVE OF ABSENCE

A. Temporary Leaves

1. Jury Duty

a. While on jury duty, a teacher shall be paid the difference between his regular teacher's salary and the compensation he receives for jury service. A teacher having served on a jury shall be required to

endorse his check or turn in cash paid by Court for jury service over to the board, thereby keeping his regular salary in effect.

b. When personal expenses are included in the check, the amount shall be refunded to the teacher by the board if an accounting of these expenses by a court official accompanies the check.
c. When the teacher returns from jury duty, he must present verification from the court of the actual number of days served on jury duty.
d. Whenever the teacher is temporarily excused from such jury duty by the court on his scheduled work day, he shall return to work if released in sufficient time to have two (2) or more hours on the job before normal quitting time.
e. A teacher shall notify the School Manager or his designee as soon as possible after being notified for jury duty in order that a suitable substitute can be employed by turning in a copy of the jury duty summons.

2. Court Summons

a. When a teacher is to be absent due to a court summons, subpoena or as a witness, a copy of the summons, subpoena, or letter requesting the teacher's presence as a witness must be submitted to the School Manager and then forwarded to the Personnel Department. This requirement should be completed in time for the building principal to obtain a suitable substitute teacher.

b. Salary conditions:

(1) Witness for the Board - if a teacher appears as a witness for the Board at a court hearing with or without a subpoena, no deduction shall be made from the teacher's salary. The Superintendent or his/her designee shall determine if the case is Board related.

(2) Plaintiff for the State - if a teacher has filed a Talbot County Public Schools assault/and/or battery charge and appears as a plaintiff relative to that charge, no deduction shall be made from the teacher's salary.

(3) Court Subpoena – An employee who is subpoenaed as a witness in a case (not related to their employment with the board) shall be granted unpaid leave for the period of time the employee is unable to report to work. Written notice of the leave, to include a copy of the subpoena, must be provided to the employee's supervisor at least five working days prior to the court date. An employee may use personal or vacation leave

time, if available. The use of personal or vacation leave does not negate the need to provide the notice called for in the paragraph.

B. Extended Leaves - the Board shall grant leaves of absence to tenured teachers without pay and without experience credit for:

1. Maternity

a. A leave for maternity shall apply to all female teachers employed by the Board of Education.
b. Any leave granted for maternity reasons shall require a certificate from the teacher's attending physician, attesting to the employee's fitness to perform regular teaching duties or substitute teaching when she indicates a desire to return to active teaching status.
c. A maternity leave cannot be used while on any other extended leave. However, any teacher who has officially requested a maternity leave shall be entitled the use of available accumulated sick leave as provided by Article XII, Section E, provided the teacher has indicated the number of days she desires to use and they shall commence with the date the leave officially begins.

2. Child-Rearing

a. Any teacher may apply for an unpaid child-rearing leave in conjunction with a maternity leave.
b. Any request for a leave shall be accompanied by legal guardianship documents, birth certificate for natural parentage, or adoption papers.

3. Adoption of a Child

Any request for leave shall be accompanied by adoption papers for the child. Any teacher who has officially requested adoption leave shall be entitled to use up to four calendar weeks of available accumulated sick leave provided the teacher has indicated the number of days he/she desires to use and they shall commence with the date the leave officially begins. In cases where both adopting parents are employees, such leave shall only be available to one employee. Personal leave and/or sick leave for a family member may also be used in conjunction with an adoption by either or both adopting employees.

4. Campaigning for and Holding Elective Office: Any request for leave must be verified by a filing fee receipt or a letter of appointment to an elected office.

5. Personal illness/immediate family illness: A teacher shall request an unpaid leave for personal illness or immediate family illness following the exhaustion of his/her accumulated sick leave.

The following general provisions shall apply for extended leaves:

1. A teacher shall give a minimum of 30 days written notice when requesting a leave under sections 2, 3, and 4 and as stipulated under sections 1 and 5. In urgent circumstances, the Superintendent may waive or amend the 30 day requirement.

2. No sick leave shall be in effect or creditable during the leave, except as provided for maternity, (Section B, number 1, above)

3. Teachers on leave may maintain their membership in the hospitalization and term life insurance plans and shall pay the full cost of the premium

4. The prerogative of purchasing retirement membership service must be exercised by the teacher as required by the Maryland State Retirement System. The local Retirement Coordinator shall assist the teacher in completing this responsibility.

5. All benefits to which teachers were entitled at the time their leave commenced will be restored upon their return to active service.

6. Teachers who are granted a leave of absence shall request a return to active service within eighteen (18) months after the leave commences.

7. The Board shall consider a request for an extension of leave by any teacher who requests it in writing. The extension, if granted, can be for a maximum of nine months, and such request must be submitted in writing 30 days prior to the termination date of the original leave unless otherwise permitted by the Superintendent.

   The State Retirement System allows a teacher to purchase a maximum of twenty- four (24) months credit for an approved leave of absence.

8. When a teacher requests to return from leave, he/she will be assigned to the same type of position held at the time aid leave commenced, if available. If the same type of position is not available, the teacher will be assigned to a position for which he/she is qualified when it becomes available. The final determination shall be made by the Board of Education. If a teacher on leave refuses a legitimate position, then this section is void for that teacher.

9. No teacher on extended leave, upon requesting a return to active service, shall be denied the opportunity to substitute in the Talbot County School System.

10. All leaves and extensions granted by the board of education will be confirmed in writing with the teacher and the personnel office receiving a copy.

ARTICLE XVI: INSURANCE BENEFITS

A. Health and Major Medical Insurance

1. A Health Insurance Program will be maintained through a duly licensed insurance company and/or health benefit trust and made available to each certificated teacher. The group health, prescription, and dental programs that were in effect on June 30, 2013 shall continue. A vision plan, which will be paid 100% by the Board of Education shall be added beginning FY 2014. Group health, prescription, vision, and dental programs shall be administered by the following providers:

    a. An EPO/PPO Indemnity Plan or similar plan. Such plans shall be with an insurance carrier licensed to do business in the State of Maryland or with a health insurance trust. The Plan shall offer benefits which are actuarially equivalent in the aggregate to those contained in the 2002-03 Plan.
    b. A prescription plan.
    c. Dental plan.
    d. A vision plan

2. The parties may form an advisory committee of employees of the Board on health insurance, which will meet as often as necessary. The committee will discuss matters of mutual interest, including any proposed changes in products, benefits, carriers or plan administrators.

3. Premium Cost Sharing
   Each employee shall pay 20% of the cost of the PPO Indemnity Plan, Dental and Prescription Plan and the Board of Education will pay 80%.

   Each employee who chooses to select the EPO, Dental and Prescription Plan shall pay 15% of the cost. The Board will pay the remaining 85%.
   The Board will pay for 100% of the vision plan for all employees.

   As of September 1, 2019, all employees working 25 hours per week will be eligible to receive 100% health insurance coverage.

As of September 1, 2012, all employees hired will continue to receive health insurance benefits through August 31st of the year they leave the school system with the exception of those employees retiring. All retirees will receive benefits through June 30th.

Opt-out Plan: Teachers with medical benefits in force other than Talbot County Public Schools may waive coverage and receive $1,200 payable in twenty-four equal installments.

The Board and the Association agree that a wellness program will be offered to teachers that include certain contractual incentives that may provide premium holidays and additional sick leave days. Negotiations between the board and the association shall occur should the board or the association wish to modify, delete or change the incentives in existence during the school year 2018-2019.

B. Term Life Insurance
The Board agrees to maintain a Term Life Insurance Plan in appreciation for services on the following basis and at no cost to its teachers.

1. Each teacher will be eligible for insurance when he or she has been employed by theBoard and has signified intent to remain in the employ of the Board.

2. Subject to the term of the Plan, the amount of insurance on the life of each teacher payable to the teacher's beneficiary shall be equal to the amount of the teacher's salary rounded to the nearest thousand.

3. Any insurance that may be issued under this Plan shall terminate whenever the insured shall cease to be a teacher in the Talbot County School System.

4. No assignment of the insurance herein referred to shall be valid.

5. In case of accidental death, there will be a double indemnity clause.

C. The Board shall provide the pre-tax payroll deductions for Premium Conversion Plans, Health Care Flexible Spending Accounts and Dependent Care Assistance Plans that qualify for such deductions pursuant to Sections 125 and 129 of the INTERNAL REVENUE SERVICE CODE, provided that there are a minimum of fifteen (15) teachers that elect to participate in each of the above Reimbursement Accounts.

The Board shall also provide the pre-tax payroll deductions for Deferred Retiree Health Insurance Premium Spending Accounts if they qualify for such deductions pursuant to applicable sections of State tax codes and the

INTERNAL REVENUE SERVICE CODES, provided that participating teachers assume the administrative costs for their individual account.

D. The Board will provide a flu and Hepatitis B injection, when available, through the Talbot County Health Department or a similar health care organization for all teachers who wish to participate.

E. Voluntary Disability Insurance Program
The Board agrees to provide access to a voluntary Disability Insurance Program. Such plan will be made available to all teachers on a self-pay basis. Teachers shall not be required to participate. Administrative costs to implement the Program shall be paid by the Board.

F. 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 six months or until the dependents procure their own health insurance.

ARTICLE XVII: REIMBURSEMENT

A. College Credit Reimbursement

1. The Board agrees to reimburse all other teachers for twelve (12) credit hours earned per year, if approved prior to course registration. The first 6 credits (6) will be reimbursed at the rate of the then current Salisbury University per graduate credit cost. Additional credits will be reimbursed at the rate of two hundred and fifty dollars ($250) per credit. A grade of A or B must be received and documented for reimbursement. (In no case, however, shall a teacher be reimbursed for more than the actual tuition cost per credit hour.)

2. The taxability of course reimbursements shall be controlled by Internal Revenue Code sections 132(d) and 162.

3. Credits must be earned at an accredited degree granting institution and official transcripts or grade slips must be submitted to the personnel office for approval and subsequent payment.

4. The teacher shall be reimbursed after July 15 for courses taken during the previous spring semester and after September 1 for courses taken during the summer, if still employed by the Board of Education, and at the time of submission of grade slips or transcripts for courses taken during the fall semester, if still employed by the Board of Education.

5. For purposes of reimbursement, no more than a maximum of six (6) credits can be earned between September 1 and the last duty day for teachers.

6. Official grade slips or official transcripts shall be submitted by June 30th of each fiscal school year in order to receive reimbursement. Exceptions for extenuating circumstances must be placed in writing and submitted to the personnel office for review and filing. (Funds shall be placed in accounts payable.)

7. If credits are granted by the institution, but no direct tuition payment is made by the teacher, no reimbursement will be paid as provided for in this Article.

8. Any financial assistance or allowance received for tuition from any source will be deducted from the amount the teacher would normally be reimbursed.

9. All grades must be "B" or better and any teacher who is frozen due to his negligence shall not receive payment as provided in this Agreement.

10. Summer travel credits, if issued by an accredited college and applicable to your teaching assignment, can be reimbursed as provided for in this Article.

B. Mileage Reimbursement
All teachers as specified in Article I, Section A, (except the Superintendent, Assistant Superintendents, Controller, Curriculum Supervisors, and Supervisors of Transportation, Pupil Services and Federal Projects) shall be reimbursed for use of their private vehicles for authorized travel on official school business. The rate of reimbursement shall be the same as established by the Internal Revenue Service. This amount shall not be increased once the annual budget has been completed and submitted to the County Council each year. Official school business shall be authorized and approved by the Superintendent or his designee.

A teacher using a personal vehicle for required travel between scheduled schools shall receive a mileage reimbursement for each mile traveled.

No teacher shall be reimbursed for travel between their residence and their home school base.

Records of authorized travel must be kept and submitted to the Controller's office on the required form. Payments shall be made monthly

As a result of authorized and approved travel all required tolls (if validated) and necessary parking fees shall be paid when submitted.

Excluded from reimbursement at any time shall be County wide curriculum meetings, local or Talbot teacher in-service programs and P.T.A. meetings.

ARTICLE XVIII: EXTRA PAY FOR EXTRA DUTY

A. These assignments may be made annually by the Superintendent or his designee. Tenure is not attainable and acceptance shall be voluntary.

B. Each teacher assigned an extracurricular responsibility should participate in appropriate clinics, workshops, or professional classes related to the assignment as requested by the Board of Education. Any teacher assigned an extra-curricular responsibility (as specified on the E.P.E.D. Scale) who is required by action of the local Board of Education to attend a clinic or workshop shall have the registration or workshop fee paid. Mileage reimbursement shall be paid according to regulations specified in Article XVII, Section B

C. The rates of pay listed on "Addendum A" shall constitute the total extra pay for such extracurricular assignments. Payment will be made when the Director of Finance receives a statement from the building principal indicating that all requirements and responsibilities have been completed by the assigned teacher. All statements from the building principal must be on file prior to June 30th of each year in which the assignment was made

D. No teacher can receive compensation for more than two assignments during any one school year. Exceptions due to extenuating circumstances shall be decided by the Superintendent or designated assistant.

E. Extra pay for extra duty is for services rendered beyond the normal work day and, therefore, all responsibilities involved with the assigned extracurricular duty shall be performed outside the normal work day. Activities scheduled and travel time required during the regular work day shall be the exception.

F. Extra pay for extra duty rates of pay are listed in "Addendum A" of this Agreement and shall be increased annually at the same rate as the salary scale increase implemented in Article XIX: Salary Information.

G. The principal shall meet with the Band and Athletic Directors and establish the number of hours necessary for summer band and summer athletic program management activities as a separate budget item.

H. The Board has the right to cancel any activity listed in Section F. provided that a minimum of 15 calendar day notice is given to the association and employees affected, if reasonably possible. Such cancellation will void related extra duty

assignments if such assignments have not officially commenced. In the event such assignment has commenced the employee shall receive the stipend listed in "Addendum A" for that specific activity.

ARTICLE XIX: SALARY INFORMATION

For school year 2025-2026, a one (1) step increase on the salary schedule with an additional 1.75% for those on step 20 and a 3.25% COLA will be requested in the Board budget to be submitted to the County Council.

For school year 2026-2027, a one (1) step increase on the salary schedule with an additional 1.75% for those on step 20 and a 5.25% COLA will be requested in the Board budget to be submitted to the County Council.

A TCPS teacher must be designated the teacher of record to receive compensation for earning National Board Certification and maintenance of certification. The positions of instructional coach, teacher mentors, and school counselors are not eligible for compensation at this time and will not be placed on the Career Ladder. All other teachers, current employees and new hires, will be placed on the Career Ladder if their position is eligible starting July 1, 2025.

Maintenance of Certification funding is based on state funding. These MOC amounts will be awarded based on a 5-year renewal cycle.
MOC 1 - $6,000
MOC 2 - $4,000
MOC 3 - $2,000
**These amounts must be re-negotiated pending available funding and law changes from MSDE/AIB.

During those years when funds are available, an Early Notice of Retirement incentive of $1,500 will be offered to those certificated employees who submit their intent by February 28th of each year.

ARTICLE XX: GRIEVANCE PROCEDURE

A. Definitions

1. Grievant - An employee or group of employees filing a grievance or the Association when filing a claim under Article II of this Agreement.

2. Grievance - A written statement by a grievant that a dispute or disagreement exists involving the interpretation or application of the terms of this agreement.

3. Employer - The Board of Education or its administrative officers.

4. Days - Working days.

5. Association - Talbot County Education Association.

6. Class Action Grievance - A grievance filed by the Association on behalf of all eligible members of the bargaining unit.

B. Procedural steps - Within twenty (20) days of when the employee should have known of the act or condition which is the basis of the complaint, the grievant may file a grievance with the school principal or his immediate coordinator.

1. Step 1 - The school principal or his designated representative or the immediate coordinator his designated representative, shall have five (5) days to give a written decision after receipt of the grievance.

2. Step 2 - If the grievance is not settled in step 1, the grievant may move it to step 2 within ten (10) days by written notice to the Superintendent of Schools. The Superintendent of Schools or his designated representative shall have ten (10) days to give a written decision after receipt of the grievance.

1. Step 3 - If the grievance is not settled in step 2, the Association, with the written consent of the grievant, may move the matter to arbitration within ten (10) days by written notice to the Superintendent. Within ten (10) days the Board's representative and the Association's representative will meet and mutually select an arbitrator from a list of ten (10) names provided by the American Arbitration Association. This selection will be made within seven (7) days. The arbitrator so selected will confer with the grievant and his representative and the Board's representative and set forth his findings of facts, reasoning, and conclusions on the issues involved. The conclusions of the arbitrator will be submitted in writing to all parties involved and the association. The conclusions of the Arbitrator shall be binding and will be submitted to the Board and the Association.

2. However, Article VI, Sections A and E, Article VIII, Article X and Article XXI shall follow the previous Grievance Procedure as defined in the 1992-93 Contract which is as follows Step 3 - If the grievance is not settled in Step 2, the grievant may move the matter to arbitration. Within ten (10) days the Board's representative and the grievant or his representative will meet and mutually select an arbitrator from a list of ten (10) names provided by the American Arbitration Association. This selection will be made within seven (7) days. The arbitrator so selected will confer with the grievant and his representative and the Board's representative and set forth within ten (10) days, his findings of

facts, reasoning, and conclusions on the issues involved. The conclusions of the arbitrator will be submitted in writing to all parties involved and theAssociation. The conclusions reached are submitted to the Board as an advisory recommendation. The Board will render its decision within fifteen (15) days after receipt of the advisory recommendation from the arbitrator. All written reports of the positions held by the principal parties to the dispute and any supporting factual data or testimony from witnesses shall be submitted to the Board by the time the arbitrator's advisory recommendation is received.

C. Association representation - All teachers shall have the right of Association representation at each step of the grievance procedure. The aggrieved teacher must be present at all meetings and hearings. Any individual teacher or group of teachers shall have the right at any time 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 the Board's decisions given at any step of the grievance procedure in any grievance whatsoever shall be speedily delivered to the Association. No grievance may be submitted to arbitration without the consent of, and representation by, the Association

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

E. Released time - Released time shall be provided for all participants in administrative or arbitration hearings scheduled during the work day.

F. The Association and the Board shall each bear its own expenses in these arbitration proceedings, except the cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel expenses. These shall be shared equally by the Board and TCEA.

ARTICLE XXI: TUITION FOR RESIDING IN COUNTIES OTHER THAN TALBOT

The Board of Education shall waive tuition charges for any teacher who wishes to send the teacher's child or child of legal custody to the Talbot County Public Schools of the teacher's choice, during the period of legitimate employment, provided the teacher retains a first class certificate and the child remains in good academic standing and adheres to all rules and regulations adopted by the Board of Education. However, when in the interest of the other students within the Talbot County Public Schools or educational plan of the Superintendent or Board it is necessary to return the child to the child's regular school, such shall be done with due haste but with right of appeal. This Article is subject only to the non-binding Grievance Procedure of Article XX.

ARTICLE XXII: ASSOCIATION ROLE AT NEW TEACHER MEETING

The Association will be given a minimum of thirty (30) minutes to meet privately with all new teachers during the new teacher orientation in one room. TCEA shall receive an advanced copy of the new teacher orientation agenda one week ahead of the meeting. TCEA will be included as part of the official meeting agenda.

Finally, the Association will provide documents in the appropriate format to be placed in the packet for all new teachers provided by human resources, information about the Association and its recognition as the exclusive representative for all teachers in the Talbot County school system.

ARTICLE XXIII: DURATION AND WITNESS

The provisions of this Certified Agreement will be effective as of July 1, 2025 and will remain in full force and effect until June 30, 2027. Either party may reopen three (3) articles of its choice during the 2025-2026 negotiations excluding Article XIX.

In witness whereof, the parties hereunto set their hands and seals this June 11, 2025

By: _____
Emily Jackson, President, Talbot County Board of Education

_____
Zulieka Jarmon-Horsey, Ed.D., Witness for the Board, Chief Negotiator

By: _____
Andrew Burke, President, Talbot County Education Association

_____
Witness for TCEA

Whereas the Board of Education has approved and witnessed this agreement, then the validity of such act is hereby witnessed and approved by:

_____
Sharon M. Pepukayi, Ed.D.
Superintendent, Talbot County Public Schools

EXTRA PAY FOR EXTRA DUTY

Activity	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Advisor - Freshman Class	864	892	945	988	1,020
Advisor - Junior Class	1,294	1,336	1,416	1,480	1,528
Advisor - Sophomore Class	864	892	945	988	1,020
Advisor - Senior Class	1,079	1,114	1,181	1,234	1,274
Band Director	2,696	2,784	2,951	3,084	3,184
Band Director - Assistant (HS)	1,620	1,672	1,773	1,852	1,913
Baseball - Head	2,912	3,007	3,187	3,331	3,439
Baseball - Assistant	1,727	1,783	1,890	1,975	2,039
Baseball - JV Head	1,943	2,006	2,126	2,222	2,294
Baseball - JV Assistant	1,294	1,336	1,416	1,480	1,528
Boys Basketball Head	2,912	3,007	3,187	3,331	3,439
Boys Basketball Assistant	1,727	1,783	1,890	1,975	2,039
Boys Basketball JV Head	1,943	2,006	2,126	2,222	2,294
Boys Basketball JV Assistant	1,294	1,336	1,416	1,480	1,528
Brothers Entering Success Together	864	892	946	988	1,020
Girls Basketball Head	2,912	3,007	3,187	3,331	3,439
Girls Basketball Head	2,912	3,007	3,187	3,331	3,439
Girls Basketball Assistant	1,727	1,783	1,890	1,975	2,039
Girls Basketball JV Head	1,943	2,006	2,126	2,222	2,294
Girls Basketball JV Assistant	1,294	1,336	1,416	1,480	1,528
Cheerleading-Fall	1,727	1,783	1,890	1,975	2,039
Cheerleading-Winter	1,727	1,783	1,890	1,975	2,039
Cross Country	2,265	2,339	2,479	2,591	2,675
Cross Country Assistant	1,727	1,783	1,890	1,975	2,039
Drama (Musical)	1,727	1,783	1,890	1,975	2,039
Drama (Theatre)	1,727	1,783	1,890	1,975	2,039
FBLA	864	892	946	988	1,020
FFA	1,079	1,114	1,181	1,234	1,274
Field Hockey Head	2,912	3,007	3,187	3,331	3,439
Field Hockey Assistant	1,727	1,783	1,890	1,975	2,039
Field Hockey JV	1,943	2,006	2,126	2,222	2,294
Field Hockey JV Assistant	1,294	1,336	1,416	1,480	1,528
Football Head	3,452	3,564	3,778	3,948	4,077
Football Assistant	2,156	2,227	2,360	2,466	2,546
Football Assistant	2,156	2,227	2,360	2,466	2,546
Football JV Head	2,696	2,784	2,951	3,084	3,184
Football JV Assistant	1,835	1,894	2,008	2,098	2,166
Gay Straight Alliance (HS)	864	892	946	988	1,020
Golf Head	2,265	2,339	2,479	2,591	2,675
Ice Hockey Head	2,912	3,007	3,187	3,331	3,439
Ice Hockey Assistant	1,727	1,783	1,890	1,975	2,039
Ice Hockey JV Head	1,943	2,006	2,126	2,222	2,294
Ice Hockey JV Assistant	1,294	1,336	1,416	1,480	1,528
It's Academic (EHS)	864	892	946	988	1,020

Lacrosse Head (boys)	2,912	3,007	3,187	3,331	3,439
Lacrosse Assistant (boys)	*1,753	*1,753	*1,753	1,975	2,039
Lacrosse JV Head (boys)	1,943	2,006	2,126	2,222	2,294
Lacrosse JV Assistant (boys)	1,294	1,336	1,416	1,480	1,528
Lacrosse Head	2,912	3,007	3,187	3,331	3,439
Lacrosse Assistant	*1,753	*1,753	*1,753	1,975	2,039
Lacrosse JV Head	1,943	2,006	2,126	2,222	2,294
Lacrosse JV Assistant	1,294	1,336	1,416	1,480	1,528
National Honors Society (HS)	864	892	945	988	1,020
National Honors Society (MS)	864	892	945	988	1,020
National Art Honors Society (HS)	864	892	946	988	1,020
S.H.O.P. Advisor	864	892	945	988	1,020
Skills USA	1,079	1,114	1,181	1,234	1,274
Girls' Soccer Head	2,912	3,007	3,187	3,331	3,439
Girls' Soccer Assistant	1,727	1,783	1,890	1,975	2,039
Girls' Soccer JV Head	1,943	2,006	2,126	2,222	2,294
Girls' Soccer JV Assistant	1,294	1,336	1,416	1,480	1,528
Boys' Soccer Head	2,912	3,007	3,187	3,331	3,439
Boys' Soccer Assistant	1,727	1,783	1,890	1,975	2,039
Boys' Soccer JV Head	1,943	2,006	2,126	2,222	2,294
Boys' Soccer JV Assistant	1,294	1,336	1,416	1,480	1,528
Softball Head	2,912	3,007	3,187	3,331	3,439
Softball Assistant	1,727	1,783	1,890	1,975	2,039
Softball JV Head	1,943	2,006	2,126	2,222	2,294
Softball JV Assistant	1,294	1,336	1,416	1,480	1,528
Student Council (9-12)	1,294	1,336	1,416	1,480	1,528
Student Council (6-8)	1,079	1,114	1,181	1,234	1,274
Swimming Head	2,912	3,007	3,187	3,331	3,439
Swimming Assistant	*1,753	*1,753	*1,753	1,975	2,039
Tennis Head	2,912	3,007	3,187	3,331	3,439
Tennis Assistant	1,727	1,783	1,890	1,975	2,039
Track Head	2,912	3,007	3,187	3,331	3,439
Track Assistant	1,727	1,783	1,890	1,975	2,039
Track Indoor Head	2,912	3,007	3,187	3,331	3,439
Track Indoor Assistant	1,727	1,783	1,890	1,975	2,039
Vocal Director	1,727	1,783	1,890	1,975	2,039
Volleyball Head	2,912	3,007	3,187	3,331	3,439
Volleyball Assistant	1,727	1,783	1,890	1,975	2,039
Volleyball JV Head	1,943	2,006	2,126	2,222	2,294
Volleyball JV Assistant	1,294	1,336	1,416	1,480	1,528
Wrestling Head	2,912	3,007	3,187	3,331	3,439
Wrestling Assistant	*1,753	*1,753	*1,753	1,975	2,039
Yearbook Sponsor - High	1,727	1,783	1,890	1,975	2,039
Yearbook Sponsor - Middle	1,294	1,336	1,416	1,480	1,528
Before/After School Clubs up to budget allowance			26.85	28.06	28.97
Curriculum Writing/Workshops -Certified Staff Only			36.84	38.50	39.75