

# Master Agreement



**Between the**  
**Board of Education of Carroll County**  
**and the**  
**Carroll County Education Association**  
**(CCEA)**

**Fiscal Year 2022**

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This Agreement, entered into the first day of July 2021, by and between the Board of Education of Carroll County, hereinafter called the "Board" and the Carroll County Education Association, hereinafter called the "Association."

WITNESSETH:

WHEREAS the Board and the Association recognize and declare that providing quality education for the children of Carroll County is their mutual aim; and

WHEREAS the parties, following extended and deliberate negotiations, have reached certain understanding which they desire to memorialize.

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE I RECOGNITION**

A. The Board recognizes the Association as the exclusive official negotiating organization for all certificated professional employees of the Board, as well as Registered Nurses, Occupational Therapists and Assistants, Physical Therapists and Assistants, Speech-Language Pathologists, excluding such employees with administrative and supervisory responsibilities as designated by the Board, with regard to all matters relating to salaries, wages, hours, and other working conditions. The Superintendent of Schools and the members designated by the Board to act as its representatives in negotiations are excluded. The recognition is in accordance with the provisions of Title 6, Subtitle 4 of the Education Article of the Annotated Code of Maryland.

The Human Resources Department will provide the Association with a list of any job titles covered by the agreement that changed from the previous year by September.

### **B. REHIRING OF RETIRED EDUCATORS**

The following procedures are to be followed when rehiring a retired educator/principal.

1. The qualified employee must sign retirement paperwork prior to being considered for a vacant position.
2. Any recent retiree who expresses interest in returning to employment will be placed in a pool of other qualified applicants and selected according to established Human Resource and Board of Education hiring procedures.
3. The position for which the retiree is being considered must be declared a critical need area due to the lack of qualified applicants.
4. Retirees who are rehired for vacant positions will sign a one year (1) contract which outlines compensation and the scope of service. If the rehired retired employee and the Board wish to continue employment longer than one (1) year, a new contract must be signed for each successive year of employment.

5. The rehired retiree will be paid on a per diem rate based on their grade and step placement on the appropriate salary schedule.
6. The rehired retiree will be granted ten (10) sick days and three (3) personal business days per year. Neither unused sick leave nor unused personal business days will be carried into a new contract year. Rehired retirees are not eligible for any other benefits not outlined in this Agreement.

C. DEFINITIONS:

1. The term educator, when used hereafter in this Agreement shall refer to all employees represented by the Association as defined above, unless otherwise indicated.
2. The terms Board and Association shall include authorized officers, representatives, and agents. Despite references herein to the "Board" and "Association" as such, each reserves the right to act hereunder by committee, individual members, or designated representatives.

## **ARTICLE II MANAGEMENT RIGHTS**

Subject to the provisions of this Agreement, the Board reserves and retains full rights, authority, and discretion in the proper discharge of its duties and responsibilities to control, supervise, and manage the County Schools under existing law, rules, and procedures; and to determine the educational policies of the County School System; and to prescribe rules and regulations for the conduct and management of the public schools.

## **ARTICLE III GRIEVANCE PROCEDURE**

A. DEFINITIONS:

1. An “employee” is any professional person employed by the Board and identified in Article I Recognition Clause.
2. A “Grievance” is a claim based upon an event or condition which affects the terms and conditions of employment of an employee or group of employees, and/or the interpretation, meaning, or application of any of the provisions of this Agreement.
3. An “aggrieved employee” is the person or persons making the claim.
4. A “party in interest” is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.
5. “Days” are days when Carroll County Public Schools offices are open for business.

## B. GENERAL PRINCIPLES:

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time-to-time arise affecting the welfare or working conditions of employees. Both parties agree that these proceedings will be kept informal and confidential at all levels of the procedure.
2. Nothing herein contained will be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate member of the administration and having the complaint adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of the Agreement as stated in A-2.
3. It shall be firm policy of the Board to assure every employee the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner in the employee's professional or employment status.
4. Employees may seek and use the assistance of a designated representative of the Association at all levels of the grievance procedure.
5. Nothing contained in this grievance procedure shall be construed to deny any employee constitutional rights or rights under the laws of the State of Maryland.
6. The failure of a professional employee to proceed to the next step of the grievance procedure within the time limit set forth shall be deemed to be acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.

## C. PROCEDURE:

### LEVEL ONE

- a. An employee with a grievance shall first discuss it with the employee's immediate superior directly, the objective being an informal resolution of the matter.
- b. An employee may present a grievance directly to the employee's immediate superior within fifteen (15) days of the alleged act. Such grievance must be in writing and must state specifically that this grievance procedure is being invoked. The employee may appear alone or with a representative from the Association. In all instances where the employee is assigned to work in a school, the grievance must be presented to the building principal for attempted resolution before proceeding to Level Two of the grievance procedure.
- c. Within five (5) days of the receipt of the grievance, the immediate superior shall inform the employee of the immediate superior's decision and shall provide the employee with a statement in writing of the reasons for the decision.

## LEVEL TWO

- a. The employee will submit a written appeal of the grievance to the appropriate director within five (5) days of its written notification to the employee. The grievance shall be in writing and shall set forth the grievance as stated in Level One, Section b, and the written copy of the statement of its disposition at Level One. The grievance shall include a statement by the employee which shall set forth the reasoning that the grievance has merit. If a member from the Association is requested by the employee to appear, the member's name shall be designated in the written grievance.
- b. Within ten (10) days of receipt of said appeal, the appropriate director shall conduct a hearing. The employee and the representative shall be given at least five (5) days' notice of the hearing date and place.
- c. The principal or immediate supervisor of the professional employee who rendered a decision at Level One shall be given notice and opportunity to be present and participate in the hearing.
- d. Within five (5) days of the hearing the appropriate director shall inform the employee of the decision and shall provide the employee with a statement in writing of the reasons for the decision.

## LEVEL THREE

- a. In the event that the employee is not satisfied with the disposition of the grievance at Level Two or if no decision is rendered within five (5) days after the employee has met with the appropriate director, the employee may submit a written appeal of the grievance to the Superintendent or the Superintendent's designated representative within five (5) days of the written notification to the employee from the appropriate director or if no decision has been rendered, within ten (10) days of the Level Two hearing.
- b. Within ten (10) days of receipt of said grievance, the Superintendent or the Superintendent's designated representative shall conduct a hearing. The employee and the representative shall be given at least five (5) days notice of the hearing date and place.
- c. The principal or immediate supervisor of the employee who rendered a decision at Level One and the director who rendered a decision at Level Two shall be given notice and opportunity to be present and participate in the hearing.
- d. Within five (5) days of the hearing the Superintendent or the Superintendent's designated representative shall inform the employee of the decision made by the Superintendent or the Superintendent's designated representative and shall provide the employee with a statement in writing of the reasons for the decision.
- e. Superintendent or the Superintendent's designated representative shall provide the employee with a statement in writing of the reasons for the decision.

## LEVEL FOUR

- a. In the event that the employee is not satisfied with the disposition of the grievance at Level Three or if no decision is rendered within five (5) days after the employee has met with the Superintendent or the Superintendent's designated representative, the Association, on behalf of the employee, may submit the grievance to arbitration by giving written notice to the Superintendent within ten (10) days of receipt of the Superintendent's or the Superintendent's designated representative's decision or if no decision is rendered, within fifteen (15) days of the meeting with the Superintendent or the Superintendent's designated representative. In no event shall any arbitrator have the power to pass any award which will in any way deprive the School Board of Carroll County of any of its powers delegated to it by law nor may such arbitrator pass any monetary awards which would require the School Board to go beyond the budget in existence at the time the grievance arises. No individual employee shall have the right to invoke the arbitration process.
- b. Within ten (10) days after such written notice of submission to arbitration, the Superintendent and the employee shall 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 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 shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator except as hereinbefore limited.
- c. The arbitrator so selected shall confer with the representatives of the Superintendent and the employee and hold a hearing promptly and shall issue a decision not later than ten (10) days or the time limit set forth by the rules of the American Arbitration Association from the date of the close of hearing or, if oral hearings have been waived, then from the date of the final statements and proofs are submitted to such arbitrator. The arbitrator's decision shall be in writing and set forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any recommendation which is beyond the terms of this Agreement. The decision of the arbitrator shall be binding upon both parties.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel subsistence expenses will be borne equally by the Board and the Association.

## D. MISCELLANEOUS

1. If a grievance affects a group or class of employees, the Association, on behalf of the employees, may submit such grievance in writing to the Superintendent directly, which must include the names of individual employees in the affected class, and the proceeding of such grievance shall commence at Level Two.
2. All documents, communications, and records dealing with the proceedings of a grievance shall be filed separately from the personnel files of the participants.

#### **ARTICLE IV MAINTENANCE OF STANDARDS**

All conditions of employment, including teaching hours, extra compensation for duties outside regular teaching hours, relief periods, leaves, and general teaching conditions shall be maintained at not less than the highest minimum standards in effect at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of educators as required by the express provisions of the Agreement. This Agreement shall not be interpreted or applied to deprive educators of professional advantages heretofore enjoyed unless expressly stated herein.

#### **ARTICLE V PERSONAL AND ACADEMIC FREEDOM**

- A. The personal life of an employee is not within the appropriate concern or attention of the Board except as it may prevent the employee from properly performing assigned functions during the workday.
- B. All employees shall be entitled to full rights of citizenship, and no religious or political activities of any such employees or the lack thereof will be grounds for any discipline or discrimination with respect to their employment.
- C. The Board and the Association agree that academic freedom is basic to the attainment of Carroll County Public Schools and agree that:
  - 1. In performance of their teaching functions, educators shall be responsible to provide students opportunity to investigate all facets, sides, and/or opinions of and about any and all topics and materials introduced or presented and shall have a special responsibility to provide such opportunity with regard to those which are or may be of a controversial nature. Such materials presented to students must be relevant to the course and appropriate to the maturity level and intellectual ability of the students. The educator shall further be responsible to permit the expression of the views and opinions of others and to encourage students to examine, analyze, evaluate, and synthesize all available information about such topics and materials and to encourage students to form their own views and opinions through such procedures. Educators shall at all times strive to promote tolerance for the views and opinions of others and for the rights of individuals to form and hold differing views and opinions.
- D. In order to protect educators against infringement of pressure groups while the rights of pupils to study and discuss significant issues in an objective atmosphere are assured, the Superintendent may organize an ad hoc committee composed of educators, laymen, students, principals, and central office staff whose responsibility it will be to review complaints regarding program and make recommendations for procedures to be followed.



## ARTICLE VI EDUCATOR EVALUATION

- A. Educators shall be evaluated by personnel eligible for certification by the State Department of Education no less than the minimum required by the Code of Maryland Regulations (COMAR) section on the Evaluation of Professionally Certified Personnel.
  - 1. All monitoring or observation of the work performance of an educator will be conducted openly and with full knowledge of the educator.
  - 2. Written comments shall be made concerning any observation resulting in the evaluation of the employee's work.
  - 3. A duplicate copy of all written comments as a result of observation will be given to the employee within five (5) duty days.
  
- B.
  - 1. A personnel file shall be maintained in the Human Resources Office of the Board of Education. Any employee shall have the right, upon request, to review the contents of the employee's personnel file, and to receive a copy, at the employee's expense, of any document contained herein, excluding letters of recommendation. Any employee shall be entitled to have a representative of the Association accompany the employee during such review. Although the Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents, it will not establish separate "confidential" files.
  - 2. No material derogatory to an employee's conduct, service, character, or personality will be placed in the employee's personnel file unless the employee has had an opportunity to review such material. No anonymous material shall be placed in an employee's personnel file. The employee shall acknowledge that the employee has had the opportunity to review such materials by affixing the employee's signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee also shall have the right to submit a written answer to such material and the employee's answer shall be reviewed by the Superintendent and attached to the file copy. Duplicate copies of letters or materials sent to the employee shall be filed without the employee's signature. Derogatory materials or complaints not previously made known to and discussed with the educator shall not be considered in evaluating said educator.
  
- C. No tenured educator shall be disciplined or reduced in rank or compensation without just cause.
  
- D. Upon termination of an employee's employment, no document and/or other materials shall be placed in the employee's personnel file unless it relates to the termination of the employee's employment.
  
- E. No employee shall be disciplined or professionally criticized in the presence of students, parents, other employees, or members of the public, with the exception of employee or employer representatives.

- F. 1. Educators who have not achieved tenure status shall be observed by personnel eligible for certification by the State Department of Education at least four (4) times during the school year, two (2) times before January 1 and two (2) times before April 1. Tenured unit members shall be observed a minimum of two (2) times before an evaluation is completed. Each observation of performance shall be conducted openly and with full knowledge of the educator for a period of time sufficient for an adequate appraisal of that instructional activity.
2. The educator shall be observed by more than one (1) qualified professional person each year as determined by the Superintendent.
  3. Within five (5) duty days subsequent to each observation, the observer shall hold a conference with the educator, at which time a written observation report shall be submitted. The report should include, where appropriate, favorable comments, criticisms and specific recommendations for improvement.
  4. As general practice, evaluations for all tenured educators of record are based on professional practice and student growth. The performance rating for professional practice is determined every three (3) years and is based on planning and preparation, classroom environment, instruction, and professional responsibilities. This performance rating is carried over each year during the three (3) year cycle and combined with an annual student growth rating. Non-tenured and educators rated ineffective shall be evaluated annually on both student growth and professional practice.

In any year, a principal may determine, or a tenured educator may request, that the evaluation be based on a new review of professional practice and student growth.

Educators who are not designated as educator of record will be evaluated every three (3) years based on professional practice until a process for including a student growth component is determined.

These practices can be adjusted if any mutually agreed upon change occurs.

5. All evaluations shall be based on the conclusions and assessments reached by more than one (1) staff member.
6. All evaluations shall be based on the observations of the educator's performance and other reasonable criteria established by the Board of Education. For tenured educators, evaluations shall be completed by June 1. For non-tenured educators, evaluations shall be completed by April 15.
7. Provisions shall be made for an over-all assessment by the evaluator that clearly indicates a highly effective, effective, or ineffective rating.
8. The written evaluation report based on performance and other reasonable criteria established by the Board of Education shall be shown to the educator within five (5) duty days subsequent to the aforementioned conference. At that time, the educator shall sign

the report and receive a copy thereof. Such signature shall, however, not necessarily indicate agreement with the evaluation. Provision shall be made for written comments and reactions by the educator that shall be attached to the evaluation report.

9. Except for bona fide reductions of staff, the Superintendent's recommendations as to non-renewal of contract of probationary educators shall be based on the evaluation report and other reasonable criteria established by the Board of Education prepared in accordance with these provisions.
- G. Nothing in this provision limits or restricts or waives any and all rights and protections afforded the employee under the laws of the State of Maryland and of the United States and the Constitutional guarantees as provided there from, nor the right after appeal to afford legal redress outside the terms indicated herein.

## **ARTICLE VII VOLUNTARY TRANSFERS AND REASSIGNMENTS**

- A. The Superintendent shall give notice of assignments to employees as soon as practicable, but not later than July 25.
- B. Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire not later than February 15. Such statement shall include the grade to which the employee desires to be transferred, in order of preference.

The deadline for employees to be considered for voluntary transfer is July 31. This deadline does not apply to employees who may be considered for promotions or situations where both principals agree to the voluntary transfer.

- C. In the determination of requests for voluntary reassignments and/or transfers, the wishes of the individual employee shall be honored to the extent that they do not conflict with the instructional requirements and best interests of the school system. In making such determination, employees on tenure shall be given preference; and when all other factors are substantially equal, length of service in the Carroll County School System shall be a seriously considered factor.
- D. If an employee's request for a voluntary transfer has been granted, the Board shall be under no obligation to consider a subsequent request for transfer by said employee for one (1) year from the effective date of transfer.
- E. If the educator's request for transfer is denied, the educator shall, upon request, receive a written explanation of the reasons therefore from the Superintendent or the Superintendent's designee.

## **ARTICLE VIII INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

- A. Notice of an involuntary transfer or reassignment shall be given to such employee as soon as practicable, and except in cases of emergency not later than July 1.
- B. An employee's area of competence, major or minor field of study, length of service, and the best interests of the school system will be considered in determining which employee is to be transferred or reassigned. No employee shall be transferred without the employee's consent solely for the purpose of making open a position for another employee being involuntarily transferred.
- C. An involuntary transfer or reassignment shall be made only after a meeting between the employee and the appropriate administrator, at which time the employee shall be notified of the reason therefore. In the event that an employee objects to the transfer or reassignment at this meeting upon the employee's request, the Superintendent or the Superintendent's representative shall meet with him/her. The employee may, at the employee's option, have an Association representative present at all such meetings.
- D. A list of positions possible for the employee to be transferred shall be made available in order that the employee may indicate any preference.

## **ARTICLE IX PROMOTIONS AND VACANCIES**

- A. All CCPS vacancies will be publicized by the Department of Human Resources via electronic notification to all bargaining unit members. A notice shall also be posted on the school system's website as far in advance as practical. Employees who wish to submit an application must do so on-line within the timeframe specified.
- B. In all situations of posting for such positions, the qualifications for the position, the duties, and the rate of compensation shall be stated. In filling such vacancies, and when all other factors are substantially equal, preference shall be given to qualified persons already employed by the Board and length of service in the Carroll County School System shall be a seriously considered factor. If the employee does not receive such position, the employee must be given a written statement on the reason(s) therefore.
- C. At the Superintendent's discretion, the termination date of receipt of applications may be extended with such notification being given to those who have already applied.
- D. Promotions shall be made without regard to the applicant's religion, race, sex, national origin, physical handicap, political, or other non-professional considerations.

## **ARTICLE X MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE**

- A. 1. When, in the judgment of an educator, a student is by the student's behavior seriously disrupting the instructional program to the detriment of other students, the educator may exclude the student temporarily from the classroom and refer the student to the principal or assistant principal. In such cases the principal or assistant principal shall arrange as soon as possible a conference among the principal or assistant principal, the educator, and such specialist(s) as may be appropriate to discuss the problem and to decide upon proper steps for its resolution.
2. The educator shall receive written or verbal notification via the discipline system or via email prior to the student being returned to the affected class.
- B. 1. Any educator threatened with physical abuse in connection with the educator's employment shall immediately report the incident in writing to the educator's immediate superior. Serious incidents involving verbal abuse or outright disrespect shall be reported in a similar manner. In the event that a substantiated physical or verbal assault conducted by a student to other students, educators, or facilities occurs, the reporting educator will be provided written and/or verbal notification of the student conference or disciplinary action. A conference will be convened between the administrator and reporting educator as soon as administratively possible.
2. A student shall not be returned to the classroom from which the student has been excluded until a conference between an administrator and the educator has been held.
- C. An appropriate guideline for handling student problems shall be developed by a joint faculty-administration committee. It is to be the responsibility of the principal to establish a committee involving school administration, faculty, and any other mutually agreed upon representatives to develop this guideline. Said procedure shall be submitted to the building faculty in question for possible revision prior to approval and implementation by the principal.

## **ARTICLE XI PROTECTION OF EDUCATORS**

- A. The Board hereby assures educators that it shall put its full support behind the discipline procedures and other policies adopted by the Board. The Board and the Association recognize a mutual responsibility for the enforcement of such policies. It is also agreed that such policies shall be enforced fairly and consistently without favoritism due to race, creed, color, sex, age, national origin, handicap, or religion.
- B. In any case of assault by a student or a non-student on school grounds on an educator causing injury for which workers' compensation and/or medical bills are paid, the Board shall pay the educator the educator's regular salary during the period of compensable disability as determined by the Workers' Compensation Commission not to exceed five (5) years, provided the educator shall give the Board all allowances received for worker's compensation because of the injury and, waives all medical bills after that date.

- C. Educators shall not be used to search for bombs or other explosives.
- D. Educators need not discuss student problems with parents away from the school site.
- E. In case of damage to an educator's personal property, including clothes, in the scope of his/her employment while on school property, or on a school sponsored trip or assignment; the Board shall make equitable financial adjustment with the educator not to exceed Five Hundred Dollars (\$500.00). When a financial adjustment is provided, the Board reserves the right to request the damaged property, unless the value of the damaged property exceeds Five Hundred Dollars (\$500.00).
- F. New buildings shall not be occupied by students or educators unless they are substantially complete.
- G. In the event that a student's grade is changed, the educator will be provided written notification of the change and the principal will be available for a conference.
- H. All employees shall have the right of representation during matters of written discipline, including suspension and discharge.
- I. Discipline of Educators

In general, the Board practices progressive discipline. The type of discipline is determined by the severity of offense, the employment history of the employee, the impact on the employee's ability to effectively perform his or her duties, the impact on the teaching and learning environment, and other factors as determined by the Superintendent or designee. The Board agrees that educator discipline shall be administered in as timely a manner as permitted under the specific circumstances.

Suspension and termination of educators is governed by Section 6-202 of the Education Article, Annotated Code of Maryland. Any suspension or termination shall follow the process outlined in the law and be subject to any decisions of The Maryland State Board of Education.

Disciplinary actions, other than suspensions and terminations, shall be undertaken by the appropriate administrator. These disciplinary actions shall be subject to the appeal process in Section 4-205(C) of the Education Article, Annotated Code of Maryland.

## **ARTICLE XII EDUCATOR DUTIES**

The Board and the Association acknowledge that an educator's primary responsibility is to perform the professional task for which the educator was employed.

- A. Therefore, ancillary personnel should be provided in each school building. Every public school employee makes a contribution to the total task of educating youth.
  - 1. Educators shall have available to them collectively and individually the services of secretaries, custodians, maintenance, and other supporting personnel. It shall be the

responsibility of the educator to adequately and efficiently utilize the services of ancillary personnel as prescribed by the Board in order to assure that the educator's maximum efforts can be given to the educator's primary professional responsibilities, a continuing effort will be made to minimize non-instructional clerical tasks required of educators.

2. Suggestions for improved utilization and for the need for additional personnel should be made to the appropriate administrator.
  3. The school principal shall indicate annually the projected needs for the following year in the way of ancillary personnel.
- B. The Board shall make every effort to provide a substitute for an educator who shall not be present for the entire school day.
1. The regular classroom educator shall make every effort to provide adequate planning for the substitute teacher to function in the regular educator's absence. Such plans shall cover a period of up to five (5) duty days except where a lower number has been required in the particular school. Substitute plans will not be required when educator's condition, as certified by a doctor, precludes development and delivery of such plans.
  2. The appropriate personnel shall be notified of an educator's absence according to the local school's procedure.
  3. An educator who is absent for any reason shall not be required to obtain a substitute.
- C. It is recognized that an educator functions best when some planning time is provided during the school day.
1. Such planning time shall be used by the educator in a manner contributing to the effectiveness of the educator's role as a member of the total school staff.
  2. Therefore, only in the case of an extreme emergency, to be determined by the principal, shall an educator be required to relinquish a planning period.
- D. No employee shall be required to transport pupils in a private vehicle.
- E. The Board shall provide educators with assistance in working with students who might have difficulty functioning in a normal classroom situation. An educator should alert himself/herself to the availability of auxiliary professional personnel and seek assistance through the school principal, if necessary, to determine how such personnel can be utilized. Requests for additional assistance and/or a change in the services available can be made to the appropriate administrator.
- F. Educators shall not be required to perform duties normally performed by the custodial staff.
- G. The Board and the Association believe that opportunities should be provided for the training of new educators. It is therefore agreed that:

1. The Board may assign student educators from colleges with accredited teacher training programs to educators in the County school system for the purposes of observation and student teaching, but no such student educator shall be assigned to a sponsoring educator without the sponsor's written consent.
  2. Sponsoring educators shall be given at least two (2) week's notice in writing before the arrival of the student educator when possible.
- H. The acceptance of the position of Department Chairperson, Academy Leader, School Improvement Team Leader, and Instructional Team Leader shall be voluntary. Department Chairpersons, Academy Leaders, School Improvement Team Leaders, and Instructional Team Leaders shall not be used or have authority to observe or evaluate educators. Department Chairpersons, Academy Leaders, School Improvement Team Leaders, and Instructional Team Leaders shall be compensated as specified in Article XXIV.

### **ARTICLE XIII PERSONNEL EMPLOYMENT**

- A. Employees returning to service shall be placed on the proper step and classification of the salary schedule according to their experience, education, and certification status. No employee shall receive less than the salary indicated on the salary schedule for the employee's credited experience and education if the employee has fulfilled continuing certification requirements, except that the salary paid to an educator returning to service will not exceed the salary of a CCPS educator with equal, continuous service.
- B. New employees shall be given full credit for previous teaching experiences acquired while they were under contract in an accredited program, except that the salary paid to a newly hired, experienced educator will not exceed the salary of a CCPS educator with equal, continuous experience.
- C.
  1. All presently employed persons shall receive credit not already granted, not to exceed two (2) years for (a) military experience, (b) alternative civilian service satisfying the requirement of the Selective Service System, (c) Peace Corps, (d) Vista, (e) National Teacher Corps, (f) Fullbright Scholarship.
  2. An educator leaving service to engage in any of the above mentioned activities shall receive credited service for the period of such activity upon returning to service.
  3. Employees returning to service without having participated in teaching or activities listed in C-1. above shall be restored to the next position on the salary schedule above that at which they left.
  4. Former employees on leave for reasons listed in C-1. shall have previously accumulated unused leave days restored to their credit upon returning to service.
- D.
  1. Information shall be available at all times to enable employees to ascertain their certification status.



2. The Board shall notify all employees, by the end of the current school year, whose certificates expire as of July 1 of that year; but failure to receive such notification shall not relieve the employee from the responsibility to meet any and all renewal requirements.
  3. Degreed employees failing to maintain certification requirements shall be frozen at the previous year's step. Once certification is obtained, the employee will be placed on the step which would have been earned had the step not been frozen.
  4. If an employee is required to take additional courses to fulfill certification requirements, the program of study shall be determined in consultation with the appropriate certification officer.
  5. Employees shall be kept informed concerning any general changes in certification policies or requirements.
  6. For any deduction changes on checks, the employees shall be notified and given reasons for the deductions.
- E. In any reduction in force as a result of budgetary actions or curriculum and/or administrative reorganization, educators shall be laid off solely on inverse order of seniority by date of employment based on certification for said positions. If two unit members share the same date of contract, the lottery shall determine whose position is reduced. Subject to certification endorsement, normal attrition (educators who resign or retire will not be replaced) will be used to reduce positions, if possible. Educators on layoff shall be "recalled" when vacancies become available in reverse order of their seniority. While a layoff continues no new educators will be hired for employment except in the unique circumstances where; (a) there are no educators on layoff qualified to fill a vacant teaching position; or (b) all qualified educators on layoff decline the offer to fill the vacancy. Educators shall; (a) receive written notice a reasonable period in advance of the deadline for determining whether to exercise recall rights; and (b) retain recall rights for a period of four (4) years. Educators on layoff shall have priority when a vacancy exists in serving as long-term substitutes in their certificated area if the certification(s) remain valid, as long as delivery of instruction remains consistent.

Tuition/License/Certification Fee & Reimbursement:

1. All laid off educators shall be exempt from having to repay any tuition reimbursement and/or license-certification fees.
2. Educators that have been laid off are eligible for tuition reimbursement and/or license certification fees approved before their final date of employment.

Any educator recalled to a position of employment shall have their former benefits, including personal and sick leave restored to its state before the layoff was executed. They shall resume their place on the salary schedule and shall suffer no loss in seniority.

Disputes over an educator's seniority status shall be subject to the grievance procedure.

- F. Current employees of the Carroll County School System shall have preference over non-employees for positions not a part of the regular duty day.
- G. Seniority shall be defined as length of service with the Board from the most recent date of hire.

#### **ARTICLE XIV EDUCATOR ASSIGNMENT**

- A. Except in an emergency, all employees shall be given notice (notices) of their salary schedules, class and/or subject assignments, building assignments, and room assignments for the forthcoming year not later than July 25. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignment are proposed after the above date, any employee affected shall be notified promptly in writing and upon the request of the employee, the changes shall be promptly reviewed by the principal. If the employee is dissatisfied, the change shall be reviewed by the Superintendent or the Superintendent's representative and the employee involved.
- B. In order to assure that pupils are taught by educators working within their areas of competence, educators shall not be assigned outside the scope of their teaching certificates and/or their major or minor fields of study when administratively possible.
- C. When administratively possible, changes in grade assignment in the elementary schools and subject assignment in the secondary schools shall be voluntary.
- D.
  - 1. In arranging schedules for employees who are assigned to more than one (1) school, every effort shall be made to limit the amount of inter-school travel. Such persons shall be notified of any changes in their schedules as soon as practical.
  - 2. Employees who are assigned to more than one (1) school shall be reimbursed for all such travel. For the purpose of establishing reimbursement for mileage, the home school shall be that school in which the educator is assigned the greatest amount of time. In the event the amount of time is equal between two or more schools, the home school assignment shall be the one closest to the educator's residence. When mileage on any given day exceeds the distance to and from the base school, the educator shall be reimbursed at the current IRS rate per mile for the excess mileage. Mileage is also allowed for attendance of school-sponsored pupil activities at all assigned schools other than at the home school. This includes music festivals, play days, and P.T.A. meetings, but does not include attendance of in-service meetings of the educator's special subject or area.
- E. Staff members are allowed to work from home during Professional Development days when students are not present at the end of each quarter for the purpose of working on End of Marking Period items under the following conditions:
  - 1. The principal will determine which positions, if any, may need to be on site for all or part of the day to support other professionals in the building or to fulfill their professional responsibilities.

2. With the approval of the principal, school-based educators who have demonstrated the ability to meet their professional responsibilities, including grade submission according to the grading and reporting guidelines, may telework on the professional days at the end of each of the first three marking periods. Under the same conditions, they may also telework for one half-day in the afternoon on the student half-day at the end of the fourth marking period, but only provided that there is at least one full workday remaining in the school year.
  3. First-year educators will be required to work on-site for the first two marking periods on these days.
  4. A written rationale will be provided by the principal of an educator whose request to telework is denied.
- F. In the event of a school closing or when an educator is involuntarily transferred to a new building, educators shall only be required to pack up and relocate their personal items and belongings.

## **ARTICLE XV ASSOCIATION RIGHTS, PRIVILEGES, AND RESPONSIBILITIES**

- A. Mere membership in the Association or participation in its activities shall not be cause for reprisal of any kind against any employees.
- B. The following Association officers and/or representatives shall be identified by the Association no later than the first day of school each year.
1. President
  2. Members of the Executive Committee
  3. Faculty Representatives (as submitted by each school as soon as possible after the first school day)
  4. Other (area coordinators, committee chairpersons, etc.)
- C. The Board shall, upon request, provide the Association with pertinent information which shall assist it in developing intelligent, accurate, informed, and constructive programs on behalf of the unit.
- D. The Association shall continue to have the right to use the school buildings in compliance with currently established Guidelines for use of school facilities in the Carroll County School System as Fifth Priority Users.
- E. Bulletin board space shall be made available at appropriate locations in the school for Association use.
- F. Inter-school mail facilities may be utilized by the Association for the distribution of newsletters, flyers, and other non-bulk materials. Any materials for distribution shall be placed in the school mail boxes at the Board office by the Association. Such materials may be distributed by this means.

- G. The Association officers shall have the right to use school phones for the purpose of Association business, provided such phones are available and such calls are made during times when said officers are not engaged in their normally assigned duties.
- H. Upon request by the Association, the Board shall provide all available names, position classifications, home and personal cell phone numbers, work email address, and home and work site addresses of new employees.
- I. The Association shall be provided with a 60-minute period of time for orientation of new employees in conjunction with pre-school orientation sessions for new educators if centrally held by the Board.
- J. The wearing of pins or other identification of membership in the Association shall be acceptable.
- K. Association officers or employees shall have access to all school buildings and to all educators provided that the principal has been notified of any such visit and provided that the exercise of this right shall not interfere with the educational program.
- L. The Association president shall be released from his/her teaching duties without loss of pay to attend all meetings of the Board and any meeting or hearing scheduled by the State Board of Education or the State Superintendent of Schools when the Association is required or requested to be present.
- M. The Board shall release from duty without loss of pay or fringe benefits, Carroll County Education Association delegates to the Maryland State Education Association Convention; provided a list of the delegates is submitted one week in advance to the Superintendent.
- N. The Board agrees to deduct from employees' salaries membership dues and assessments for the Carroll County Education Association, the Maryland State Education Association, and the National Education Association as said employees individually and voluntarily authorize to deduct by means of an appropriate written authorization form prepared by the Association. The Board agrees to transmit such monies to the Association semi-monthly.
  - 1. Deductions shall begin with the first pay of the year for current members and be taken in equal amounts through the remainder of the pay cycle.

Necessary adjustments will be made for any changes after deductions begin.
  - 2. The Association shall provide the Board with the authorization forms from all educators enrolled. Deductions for dues for new members will begin the first pay following the receipt of the application in payroll.
  - 3. Members electing to pay membership dues by payroll deduction shall have deductions continue from year to year for the dues set annually. The Association shall notify the Board each year by September 30 of employees whose authorization for dues deductions have

been revoked. In case of resignation within a school year, the balance of dues for that year will be deducted from the final salary check.

4. The Board shall not be required to honor any deduction authorization not delivered to it as specified above in 2.
  5. The Association shall certify to the Board in writing the current rate of membership dues. The Association shall give the Board thirty (30) days written notice prior to the effective date of any change in the rate of dues.
  6. The Board shall provide the Association with a list of those employees for whom it possesses a valid authorization to deduct dues for the Association.
- O. The rights and/or privileges granted to the Association in this Article shall not be granted to any other educator group or organization during the term of this Agreement.
- P. The Association shall be provided with a period of no less than 10 minutes immediately following each month's faculty/staff meeting to meet with Association members.
- Q. The Faculty Identification Badge shall admit, at no cost, each employee and one guest to all in-county, CCPS-sponsored athletic events.
- R. Employees who sign an employment contract will be presented with a form that includes information regarding the option of membership, as provided by CCEA, as a part of the hiring process paperwork. The form will identify the cost and benefits of CCEA membership and provide opportunity for employees to choose to authorize dues deductions or to opt out of membership, waiving the benefits thereof. All new employees will be required to submit a completed form to CCEA which will forward copies of the completed forms, which will include individual authorization signatures of employees, to the Board.
- S. When CCPS convenes a project planning committee for school construction or renovation, CCPS will insure that a current list of committee members and their contact information, and the meeting minutes are available on the CCPS website. CCEA may contact committee members directly with its concerns, questions, etc. Any written concerns, comments, or recommendations submitted by CCEA will be included in the minutes of the next committee meeting.

## **ARTICLE XVI SICK LEAVE AND OTHER TEMPORARY LEAVES OF ABSENCE**

### **A. GENERAL**

1. The educator must notify the Principal or other appropriate personnel as far in advance as possible of a pending absence in order that proper arrangements can be made to cover the educator's duties.

2. All time taken shall be charged as one-half (1/2) or one full day. Unit members whose FTE is .5000 or greater who are unable to complete their daily assignment due to illness, may request to be charged leave-by-the-hour for the hours of work not completed.
3. Deductions from salary for days lost in excess of those allowed under B. shall be made at a rate of 1/190 for ten month educators, 1/190 for RNs and 1/210 for eleven month educators of the annual salary up to ten (10) duty days. This deduction shall be effective after all accumulated sick leave has been used. Days allotted under this provision may not be carried over to the next contract year.
4. Deductions from salary for days lost in excess of those allowed under C. or D. shall be made at the rate of 1/190 of the annual salary per excess day for ten month educators, 1/190 for RNs, and 1/210 for eleven month educators.

## B. SICK LEAVE

1. Employees shall be granted one (1) sick day for each month of their contract year. The days granted shall be available as of the first official day of the school year or the contract, whichever is applicable. Employees who perform summer work which is an extension beyond the normal school year shall be granted one-half (1/2) day sick leave for each ten (10) days of such summer employment.
2. Sick leave may be accumulated to the maximum amount earned and may be carried over. Educators shall be given a written accounting of accumulated sick leave days indicated on each paycheck statement.
3. The Board may require proof of illness whenever there is a reasonable cause to believe that an absence is not due to a bona fide illness.
4. Family Illness Leave – Sick leave may be used to assist in the health care of persons who live in the employee's household, or to care for a parent, a spouse, or a child regardless of their residence or for other relatives requested in writing and approved by the Superintendent/Designee prior to the leave.

## C. PERSONAL BUSINESS LEAVE

1. Three (3) days per year shall be granted for personal business. Any remaining unused personal business days shall be added to accumulated sick leave at the end of each school year. Employees may not use more than three (3) personal business days consecutively. For three pilot years of 2019-2020, 2020-2021, and 2021-2022, up to two (2) unused personal business days will be carried over for a maximum of five (5) personal business days the following year.
2. Personal business leave shall not be used on the days preceding and following school holidays or the first duty day and the final duty day of school except in an emergency, to be determined by appropriate personnel.

#### D. BEREAVEMENT LEAVE

In the case of death of persons defined below, an employee may receive leave for bereavement without loss of pay. If the funeral does not immediately follow the death, bereavement leave may be granted to coincide with the day of death and the funeral. This provision does not affect the total number of days which may be granted for bereavement leave. For purposes of this Agreement, the bereavement period will begin the day of death and run five (5) duty days for the death of a parent, foster parent, parent-in-law, child, step-child, step-parent, spouse, domestic partner, sibling, daughter-in-law, son-in-law, or any member of the immediate household and three (3) duty days for the death of an employee's grandchild, grandparent, grandparent-in-law, brother-in-law, or sister-in-law.

The Superintendent/Designee may grant bereavement leave for other relatives provided that the request is made in writing prior to the requested leave.

- E. All time taken shall be charged as one-half (½) or one (1) full day. Unit members whose FTE is .5000 or greater, but less than 1.000, who are unable to complete their daily assignment due to illness, may request to be charged leave-by-the-hour for the hours of work not completed.

#### F. OTHER LEAVE

1. Leave shall be granted and not charged to the educators leave in item B. or C. for:

- a. Jury Duty
- b. Legal proceeding connected with Board employment, or if subpoenaed to testify in court as a witness in a civil or criminal case not related to Board employment, provided the unit member is not a party to the civil case or a defendant in the criminal proceeding.
- c. Time used for approved activities or other Board supported, work-related activities with prior approval by the immediate supervisor
- d. Education conference or workshops, attended with prior approval of the immediate supervisor
- e. Time used by members of the negotiating team to meet representatives of the Board

- G. For employees hired prior to July 1, 1997: Employees will be paid for unused sick days in the following manner:

- a. Payments for unused sick days will be made to the employee upon that employee's early or full service retirement or, upon the employee's death, to the employee's estate.
- b. Effective July 1, 2003, employees, who have a balance of less than 250 unused sick days as of June 30, 2003, will receive payment for 50% of the employees' accumulated unused sick days up to a maximum of 250 unused days at their average daily rate\*.

- c. Effective July 1, 2003, employees who have balance of unused sick days greater than 250 days as of June 30, 2003, will receive payment for 50% of the employees' accumulated unused sick days up to their June 30, 2003, unused sick leave balance at their average daily rate\*.
- d. Payments for unused sick days in amounts greater than \$5,000 will be paid in equal amounts over five consecutive years beginning with the year of retirement.
- e. Payments for unused sick days in amount at \$5,000 or less or for the death of an employee will be paid in a lump sum to the employee or the employee's estate in the year of retirement or death.
- f. For sick leave payoff purposes, an educator's daily per diem rate at the date of separation shall be used. If an employee has taught less than twenty (20) years in Carroll County, the pay will be based on one-half (1/2) of the employee's average daily rate.
- g. The parties agree this section is closed in perpetuity effective with the Master Agreement effective July 1, 2016. No future negotiations will occur on Sick Leave Payoff.

**J. PROFESSIONAL EMPLOYEE SICK LEAVE BANK**

- 1. The purpose of the Sick Leave Bank shall be to provide paid sick leave to members of the Bank.
- 2. All employees who earn sick leave shall be eligible to participate in the Sick Leave Bank. Participation is voluntary, but only contributors shall be permitted to use the Bank.
- 3. Three standing Committees shall be established:
  - a. Rules Committee
  - b. Review/Approval Committee
  - c. Board of Education Appeal Committee
- 4. Specific rules concerning eligibility, enrollment, contributions, and use shall be developed by the Rules Committee. This Committee shall also be responsible for periodic review of all rules and procedures.
- 5. Final appeal on all disputes shall be to the Board of Education.

**ARTICLE XVII EXTENDED LEAVE OF ABSENCE**

- A. The Board agrees that up to two (2) tenured educators designated by the Association shall, upon request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in an executive or advisory capacity of a professional Association (Local, State or National).



- B. A leave of absence without pay of up to two (2) years shall be granted to any tenured educator who joins the Peace Corps, VISTA, National Teachers Corps, or serves as an exchange educator or overseas educator, and is a full-time participant in either of such programs, or accepts a Fullbright Scholarship.
- C. Military leave without pay shall be granted to any employee who enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment.
- D. A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.
- E. The Board shall grant a leave of absence without pay to any employee to campaign for, or serve in a public office.
- F. After two (2) years of continuous employment in the Carroll County School System, an employee shall be granted a leave of absence, without pay, for up to one (1) year for health reason. Requests for such leave shall be supported by appropriate medical evidence.

G. MATERNITY AND PATERNITY LEAVE

1. A request for maternity or paternity leave shall be made to the Board at least thirty (30) days prior to the date on which the leave is to begin except in the case of an emergency. Said request shall include with such notice a physician's statement certifying pregnancy. Any educator may continue in active employment as late into pregnancy as desired provided the educator is able to properly perform required functions. All or any portion of a leave taken by an educator because of a medical disability connected with or resulting from pregnancy may, at the educator's option, be charged to available sick leave.
2. Any educator adopting an infant child shall be entitled, upon request, to a leave to commence at any time during the first year after receiving de facto custody of said infant child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.
3. While on leave, any educator shall have the option to remain an active participant in the State Teacher's Retirement System by contributing thereto the amount said educator would have been required to contribute if actively employed. The educator shall have the option to participate in the Board's fringe benefit plan while on leave provided the educator pays the entire cost of participation.
4. The leave of absence shall become effective on the last day of formal employment and may extend to a total of twelve (12) months. Request may be submitted for an extension of this leave at the end of the first leave.

5. The Board conforms to the Family and Medical Leave Act when processing maternity and paternity leaves of absence. An employee may retain up to 10 days of his or her sick leave to use upon return from a maternity or paternity leave of absence. Such request must be made to the Human Resources Department at the time of the original leave request.

H. Other leaves of absence without pay may be granted at the discretion of the Board, for good reason.

#### I. WORKERS' COMPENSATION LEAVE

Whenever an employee is absent from work as a result of personal injury occurring in the course of his/her employment, he/she will be paid his/her full salary for a compensable injury for a period not to exceed ninety (90) duty days\* and with no loss of fringe benefits, and no part of such absence will be charged to his/her accumulated personal, annual, or sick leave. Any Workers' Compensation payment made for temporary disability due to said injury and applicable to the aforementioned ninety (90) duty day period shall be endorsed over to the Board.

If the employee is continued on temporary total disability from Workers' Compensation beyond the ninety (90) duty day period, these options shall be available to him/her.

1. He/She may elect to use his/her earned leave or sick leave, (if said leave time is available to him/her) during which period(s) he/she shall receive his/her regular salary, less any amount paid as temporary disability under Workers' Compensation Law. The employee may elect to receive only Workers' Compensation benefits and not use any of his/her accrued sick leave. Workers' Compensation checks may be retained by the employee for those periods of time on annual leave and for time outside the regular teaching year.
2. When there is no other leave time available for the employee to use, except for the sick leave the employee chooses to retain, he/she must apply for a non-compensatory leave of absence. If an employee goes on Workers' Compensation, the Board agrees to continue paying its share of Medical Insurance premiums during the period of disability.
3. While on a non-compensatory leave of absence he/she will not receive salary payments. Any Workers' Compensation payment for temporary disability due to said injury may be retained by the employee.

\* The ninety (90) day period means ninety (90) duty days per injury. If an employee aggravates an injury for which the employee has received compensation and a temporary total award is reinstated, this is not a new claim and the employee is under the initial ninety (90) day period.

#### J. CONDITIONS ON RETURN FROM EXTENDED LEAVES OF ABSENCE

1. Before returning to duty from an extended illness or period of disability, the staff member may be requested to present a doctor's certificate stating that he/she is able to resume his/her regular work.

2. Upon return from leave granted pursuant to Section A., B., C., and I., of this Article, an employee shall be considered as if the employee were actively employed by the Board during the leave in that the employee shall be placed on the salary schedule at the level the employee would have achieved if the employee had not been absent; provided, however, that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure. An employee shall not receive increment credit for time spent on a leave granted pursuant to remaining sections of the Article with possible exceptions of Section H., to be determined by the nature of the leave nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.
3. All benefits to which an employee was entitled at the time leave of absence commenced, including unused accumulated sick leave but not including credit toward sabbatical eligibility, shall be restored upon the employee's return, and the employee shall be assigned to the same position which the employee held at the time said leave commenced, if available, or, if not, to a substantially equivalent position when such position becomes available. If an equivalent position is not available when an employee seeks return, the employee shall be given priority to perform substitute teaching work at the appropriate substitute rate of pay, without benefit eligibility.
4. All requests for extended leaves of absence, extensions of renewals of such leaves shall be made in writing and the Board shall make a written response to all such requests.

## **ARTICLE XVIII ACADEMIC LEAVE OF ABSENCE**

Upon recommendation by the Superintendent of Schools, sabbatical leaves shall be granted to a certified professional member of the teaching staff by the Board for study, including study in another area of specialization, for travel, or for other reasons of value to the school system, subject to the following conditions:

- A. If there are sufficient qualified applicants, sabbatical leave shall be granted to a maximum of one (1) percent of the negotiating unit at any one time.
- B. Request for sabbatical leave must be received by the Superintendent in writing in such form as the Superintendent may require no later than December 1, and action must be taken on all such requests no later than January 15, of the school year preceding for which the sabbatical leave is requested.
- C. The employee must have completed at least five (5) full school years of service in the Carroll County School System.
- D. An employee on sabbatical leave (either for one-half of a school year or for a full year) shall be paid by the Board at fifty (50) percent of the salary rate which the employee would have received if the employee had remained on active duty, provided that such employee agrees to return to the employee's employment in the Carroll County School System for a period of no less than twice as long as the sabbatical leave.

- E. Upon return from sabbatical leave, an employee shall be placed on the salary schedule at the level which the employee would have achieved had the employee remained actively employed in the system during the period of the employee's absence. When possible, the employee shall be returned to the employee's previous position of employment.

## **ARTICLE XIX EVENING SCHOOL AND FEDERAL PROGRAM**

- A. All openings for evening school positions under Federal and other special programs (including non-teaching positions for which educators may be qualified and eligible) shall be publicized by the Superintendent.
- B. In filling such positions, consideration shall be given to an employee's area of competence, major and/or minor field of study, quality of performance, attendance record, and length of service in the Carroll County School System and when all other factors are substantially equal, preference shall be given first to employees who have taught the grade level and/or area in question during the regular school year and then to employees who have taught the grade level and/or subject area in question on a regular basis at any time during the preceding school years, and qualified tenured employees shall be hired for such positions before those who are not on tenure. In regard to evening school positions, previous evening school experience shall be a factor, along with other appropriate criteria.
- C. Educators' salary for part-time, evening, summer school, and Federal employment shall be paid at the negotiated hourly rate.

## **ARTICLE XX WORKING LOAD**

- A. All educators shall be assigned appropriate starting and dismissal times, provided that their total regular workday shall be no longer than seven and one-half (7 ½) consecutive hours, including the duty-free lunch period, except in the case of emergency. The building Principal and the Registered Nurse shall collaborate to set the regular lunch schedule, which is the same duration as educators. Student medical needs may require an adjustment to the schedule when necessary. The acceptance of school-related responsibilities beyond the workday shall be voluntary except (a) in the case of emergency; (b) one day each month may be set aside for a general faculty meeting, and in special circumstances, a second meeting may be scheduled, provided that the educators affected shall receive one (1) week notice as to the date and purpose of the meeting (meetings scheduled pursuant to this section shall not exceed one (1) hour in duration beyond the regular workday).
- B. Unit member work days shall be as follows:
  - 1. Ten-month employees – the number of workdays shall not exceed 184 – 7.5 hour days and 4 – 10.5 hour days, equivalent to 190 workdays.
  - 2. Eleven-month employees – the number of workdays shall not exceed 204 – 7.5 hour days and 4 – 10.5 hour days, equivalent to 210 workdays.

3. RNs – the number of workdays shall not exceed 190 – 7.5 hour days.
- C. In regard to delayed opening and/or early dismissal days, the workday of classroom educators shall coincide with CCPS Closing/Delay Color Codes-For Employee Use beginning no earlier than thirty (30) minutes before the student starting time on said day, and will end no later than thirty (30) minutes after the student dismissal time on said day.
  - D.
    1. Planning time for elementary classroom educators, grades K-5 and secondary educators shall be 425 minutes per week during the student day with a minimum of 85 minutes per day. Planning time for special area educators (Art, Health, Music, Media, and Physical Education) shall be 425 minutes per week during the student day.
    2. In the case of other elementary special educators and Speech-Language Pathologists, Occupational Therapists or Physical Therapists, or where there is no period of definite duration, or where the regular class period is less than thirty (30) minutes, the educator shall be guaranteed a minimum of three hundred seventy-five (375) minutes per week during the educator day for preparation in blocks of at least fifty (50) minutes each during the student day with no less than one (1) block per day, unless the implementation of the fifty (50) minute block would necessitate the hiring of additional staff, in which case the minimum block of time shall be at least forty (40) minutes. The goal is for each special educator or specialist to have 425 minutes of planning time per week when permitted within the school schedule. In addition, special educators and specialists, who do not have 425 minutes per week, shall be guaranteed to not have duties before or after the student day; however, it is understood that educators will still fulfill professional responsibilities including but not limited to faculty meetings and meeting and communicating with parents.
    3. Upon request from the educator, the principal, the supervisor and special educator shall collaborate to determine how the assigned duties can be completed during the instructional day.
    4. The Board will provide coverage one (1) day per month per elementary special educator and Speech-Language Pathologist to allow for completion of special education case management duties. This time may be provided in half-day increments.
  - E. Secondary school educators shall not be required to teach more than two (2) subject areas at any one time.
  - F. Educators shall, to the best of their skill and judgment, diligently and faithfully, without partiality or prejudice, discharge the duties of an educator in Carroll County.
  - G. Classroom educators shall have a duty-free lunch period of at least thirty (30) minutes. Educators shall not be required to stay in their buildings during the duty-free lunch period.
  - H. The Board and the Association recognize the importance of school related responsibilities, including P.T.A. and P.T.O. meetings, and shall actively encourage voluntary participation by educators in such activities. All professional school based personnel shall attend one (1) "Meet

the Teachers Night.” Any school based staff member unable to attend said "Meet the Teachers Night" shall establish an alternate plan for meeting with interested parents.

- I. The annual process for determining the recommended dates of parent conferences shall be arrived at in the following manner:
  - 1. In consultation with the principal, the school improvement team will present a regionally approved slate of dates for each evening parent conference.
  - 2. The four (4) recommended dates will be established by a simple majority vote of the faculty in each building.
  - 3. Final approval of these dates shall rest with the Superintendent.
  - 4. In the event of weather emergency closing(s), the principal will recommend to the Superintendent the alternate date(s) for the rescheduling.
- J. The Superintendent agrees to continue the number of summer add-on days as currently assigned to incumbents for those positions with a variable amount of add-on days for the duration of this agreement.
- K. One pre-service day will be self-directed with the exception of legally-mandated activities. The date will be mutually selected by the school administrator and CCEA building representative from a list of days by the end of the prior school year.
- L. For two pilot years of 2021-2022 and 2022-2023, all Pre-K through 2<sup>nd</sup> grade educators will be provided one substitute day in both January and May for the purpose of administering and evaluating independent standard assessments.

## **ARTICLE XXI TEACHING CONDITIONS**

- A. To the extent possible and within limits of the funds available, in existing buildings, and in all new buildings, the Board shall provide the following:
  - 1. Separate dining tables for educators.
  - 2. Well-maintained, properly lighted and ventilated, safe and healthful classrooms. CCEA will be allowed to have a representative on the Safety Committee of each building. Unit members are encouraged to report safety concerns and concerns about the school building to the administration.
  - 3. Adequate, well-maintained playground space.
  - 4. The faculty shall arrange for the installation of vending machines with the approval of the principal. All proceeds from the machines shall be used in such manner as the faculty of that building shall determine.
- B. To the extent possible and within limits of the funds available, in existing buildings, and in all new buildings, the Board shall provide the following:

1. Space in each classroom in which educators may safely store instructional materials and supplies.
2. An appropriately furnished room to be used as a faculty lounge.
3. Well-lighted and clean educators' rest rooms, separate for each sex and separate from the students' rest rooms.
4. A two-way communication system between classrooms and school office.
5. Working, conference, and storage facilities for special instructional personnel.
6. Adequate off-street parking facilities shall be made available to all educators.
7. Sinks for all primary grade classrooms.

C. Classroom interruptions shall be made only in case of emergency. However, educators shall be notified within one (1) hour of any messages received by telephone at the school office.

D. When the work of supporting service personnel tends to interfere with a teaching situation, the educator may request through the administration that such work be rescheduled to a more appropriate time.

E. An administrator or assistant administrator shall be assigned to each school building.

F. Educators may use school phones as long as such use does not interrupt the normal school routine.

#### G. SMOKE-FREE WORKPLACE

The Board of Education of Carroll County is committed to providing employees, students, and visitors with a safe and healthy environment. It is also in the educational interest of this Board to set a positive example by its actions.

The sale or use of tobacco products including electronic cigarettes or vapor type devices is strictly prohibited while on or in property owned, leased, or used by Carroll County Public Schools at all times. This includes facilities and vehicles. There shall be no exceptions.

#### H. SCHOOL IMPROVEMENT

The Carroll County Education Association and the Board of Education of Carroll County will work cooperatively on the School Improvement process.

## I. ENVIRONMENT

Any bargaining unit member who believes they are the victim of bullying, harassment, or intimidation must formally report such incidents to his or her immediate supervisor or to the Department of Human Resources. Formal complaints will be investigated promptly in accordance with the Board of Education's Policies and Administrative Regulations, which outline an investigatory process and a process for reporting retaliation for making such a complaint.

## ARTICLE XXII SALARIES

For fiscal year 2021-2022, the Collective Bargaining Agreement shall be amended to reflect the following:

An increment (step) for all eligible employees and a 1.75% COLA for all employees. Additionally, lanes 1 and 2 will be unfrozen up to step 17 and lane 3 will be unfrozen up to step 20.

For fiscal year 2023, the parties shall reopen to negotiate this Agreement as defined in Article XXXII of this Agreement (representative salary scales attached).

- A. All employees shall be paid 24 payments on a current basis during the year.
- B. A ten month employee may elect to have the balance due in the last June pay check. The request shall be submitted in writing prior to June 1.
- C. Increments may be earned only by educators whose certificates are rated first class. An educator may advance only one step on the schedule per year, unless other provisions have been negotiated.
- D. Personnel employed for summer work, which is an extension beyond the normal school year, shall be reimbursed a sum based on their regular annual salary normally received in Classifications I, II, III, IV, V, provided such employment is properly authorized by the Superintendent of Schools and is not a part of a special summer school program for which salaries are set as described in particular federal or local projects.
- E. CCEA will not object to the Board's increasing starting salaries for educators in Category III (and if necessary adjusting salaries for succeeding steps) in an amount to be determined by the Board. By entering into this Agreement CCEA does not waive its right to contest unilateral salary changes nor does the Board agree that such changes or payments are mandatory subjects of bargaining.
- F. In the event of a salary error, neither the Board of Education nor the employee may claim salary adjustments for any more than the current fiscal year.
- G. Information regarding longevities, educational add-ons, and other salary information is located on the salary schedule page (s) at the end of this Agreement.



- H. Employees who earn and maintain National Board for Professional Teacher Standards Certification and receive a satisfactory or above rating, prior to July 1, 2012 will be paid an additional annual stipend of \$5,000. Employees who earn and maintain National Board for Professional Teacher Standards Certification and receive a satisfactory or above rating after July 1, 2012 will be paid an annual stipend of \$1,500.

For a pilot program lasting three (3) years (FY 21-FY23), all full-time Speech-Language Pathologists (SLP) (including Assistive Technology Practitioners (ATP)) who maintain a current Certificate of Clinical Competence through the American Speech and Hearing Association and Maryland licensure (including limited licensure) in Speech Pathology will be paid an annual stipend of \$500 (with a pro-rated amount being paid to those employed in such positions on a part-time basis). Both the certificate and licensure must be current. If there is a lapse in either at any time, the stipend will be discontinued for the remainder of the school year. To evaluate the effectiveness of the stipend on recruitment and retention of SLPs, the following assessment process will be utilized

1. on September 30, 2020, a census of CCPS SLPs and agency SLPs will be taken by the Office of Special Education and shared with the Union;
2. for CCPS SLPs, the group will be broken down into two groups – those newly employed (2020-2021) with CCPS, and those continuing their employment with CCPS;
3. the same data referenced below will be gathered by the Office of Special Education (and shared with the Union) on January 1, 2023;
4. at the conclusion of the pilot program period, the stipend will continue if both the following goals are met:
  - a. by January 1, 2023, the number of CCPS SLPs increases by 5% from the September 30, 2020 baseline and
  - b. by January 1, 2023, more than 93% of the CCPS SLPs employed on September 30, 2020 have remained employed by CCPS for the entire pilot program period. Employees who do not remain with CCPS due to retirement will not count against this percentage.

FY 2022 - 10 Month						
10 Month (190 days)						
	CEEA Hourly Rate:		\$ 36.72			
Step	Lane 1	Lane 2	Lane 3	Lane 4	Lane 5	Lane 6
1	38,083	44,852	48,840	50,352	54,161	55,947
2	38,922	45,769	49,876	51,703	55,565	57,343
3	39,762	46,686	50,912	53,054	56,969	58,739
4	40,601	47,603	51,947	54,406	58,373	60,135
5	41,441	48,519	52,983	55,757	59,777	61,531
6	42,281	49,434	54,021	57,108	61,183	62,929
7	43,688	50,951	55,645	59,167	63,243	64,988
8	45,098	52,466	57,272	61,225	65,300	67,046
9	46,506	53,983	58,897	63,284	67,360	69,106
10	47,914	55,502	60,521	65,341	69,419	71,162
11	49,322	57,018	62,147	67,400	71,475	73,221
12	50,732	58,535	63,772	69,460	73,535	75,281
13	52,140	60,052	65,398	71,517	75,593	77,338
14	53,548	61,568	67,023	73,576	77,652	79,398
15	54,956	63,084	68,648	75,635	79,711	81,456
16	56,363	64,599	70,273	77,693	81,769	83,514
17	56,363	64,599	71,898	79,752	83,828	85,574
18	56,363	64,599	73,523	81,811	85,886	87,632
19	56,363	64,599	75,147	83,869	87,946	89,691
20	56,363	64,599	75,147	86,687	90,003	91,748
Longevity	2,500	2,500	2,500	2,500	2,500	2,500
Lane I	Interpreters					
Lane II	Occupational Therapy and Physical Therapy Assistants					
Lane III	Bachelor's Degree, Registered Nurses					
Lane IV	Masters Degree or Equivalency					
Lane V	Masters + 30					
Lane VI	Masters + 60					
*Longevity after 28 years completed with Carroll County Public Schools						
New Teacher Orientation:						
6 days	\$ 1,542.32					

\*Eligibility for longevity allowance occurs after the completion of 28 years of service with Carroll County Public Schools.

\*\*Master's/Master's Equivalency

Note: Credits qualifying for Graduate Status shall apply to placement on Category V whether the credits were earned before or after the Master's Degree. A maximum of six (6) MSDE credits shall be counted toward the Master's plus categories.

*Step placement does not necessarily correspond to years of experience.*

FY 2022 - 11 Month					
CCEA Hourly Rate:			\$ 36.72		
Step	Lane 2	Lane 3	Lane 4	Lane 5	Lane 6
1	49,573	53,981	55,652	59,862	61,836
2	50,587	55,126	57,145	61,414	63,379
3	51,600	56,271	58,639	62,966	64,922
4	52,614	57,415	60,133	64,518	66,465
5	53,626	58,560	61,626	66,069	68,008
6	54,638	59,707	63,119	67,623	69,553
7	56,314	61,502	65,395	69,900	71,829
8	57,989	63,301	67,670	72,174	74,103
9	59,665	65,097	69,945	74,451	76,380
10	61,344	66,892	72,219	76,726	78,653
11	63,020	68,689	74,495	78,999	80,928
12	64,697	70,485	76,772	81,276	83,205
13	66,373	72,282	79,045	83,550	85,479
14	68,049	74,078	81,321	85,826	87,756
15	69,724	75,874	83,597	88,102	90,030
16	71,399	77,670	85,871	90,376	92,305
17	71,399	79,466	88,147	92,652	94,582
18	71,399	81,262	90,423	94,927	96,856
19	71,399	83,057	92,697	97,203	99,132
20	71,399	83,057	95,812	99,477	101,406
Longevity	2,500	2,500	2,500	2,500	2,500
Lane II	Occupational Therapy and Physical Therapy Assistants				
Lane III	Bachelor's Degree, Registered Nurses				
Lane IV	Masters Degree or Equivalency				
Lane V	Masters + 30				
Lane VI	Masters + 60				
*Longevity after 28 years completed with Carroll County Public Schools					
New Teacher Orientation:					
6 days	\$ 1,542.24				

\*Eligibility for longevity allowance occurs after the completion of 28 years of service with Carroll County Public Schools.

\*\*Master's/Master's Equivalency

Note: Credits qualifying for Graduate Status shall apply to placement on Category V whether the credits were earned before or after the Master's Degree. A maximum of six (6) MSDE credits shall be counted toward the Master's plus categories.

*Step placement does not necessarily correspond to years of experience.*

## ARTICLE XXIII EXTRA DUTY REMUNERATION

Extra duty shall be voluntary, and when accepted, remuneration shall be governed by the following criteria.

1. The assignment of personnel and the number of people to be assigned to a particular activity qualifying for extra duty remuneration shall be determined by the Superintendent of Schools or the Superintendent's designated representative. Such assignments shall take into consideration recommendations of the principal and supervisor.
2. Assignments shall be based on the quality of performance of duty. A high standard of performance of duty shall be required.
3. There are certain obligations which require a reasonable amount of time which is demanded from all educators to help promote and perform daily functions of the school. Services (duties) performed during regular class time, even though not contractual obligations and not equally shared by the staff, shall not be compensated for unless specifically provided for in this Agreement.
4. Services (duties) which are definitely over and beyond the regular contractual obligations and not equally shared by the staff shall be compensated for in the manner set forth in the following table.
5. These supplementary activities shall be regarded as an integral part of education and shall be considered a duty that requires both skill and training.
6. The Superintendent of Schools, through the Superintendent's delegated representatives, shall determine at the beginning of each school year the persons who should be assigned to each activity and which activities shall be an integral part of that school's program.
7. A list of educators qualifying for extra duty remuneration shall be certified by the principal and supervisor involved and forwarded to the Human Resources Office at the appropriate time.
8. Assistants (which include J.V. and ninth grade programs) shall base their remuneration upon two-thirds (2/3) of the amount received by those entitled to full remuneration.
9. Only one (1) full length dramatic production per senior high school per year shall qualify for extra duty pay in that category.
10. Only regularly scheduled senior high school publications and yearbook shall qualify for extra duty pay for publications.

	<b>Hourly Rate</b>
Part Time Evening	\$36.72 per hour
Summer School	\$36.72 per hour
Federal Employment	\$36.72 per hour

The hourly rate shall be indexed to Class III, Step 1 of the Salary Scale for FY 2020 and beyond.

The Board also shall rescind its procedure on the \$75 per day summer workshop rate and apply the hourly rate in such situations.

### EXTRA-DUTY SCHEDULE

**Schedule No. 1**

Step	Classification I	Classification II	Classification III	Classification IV
Step I 1-5 Years	\$4,333	\$2,366	\$1,647	\$1,285
Step II More Than 5 Yrs.	\$4,676	\$2,546	\$1,765	\$1,406
Positions	H.S. Head Football Coach  H.S. Head Basketball Coach  H.S. Head Wrestling Coach  H.S. Athletic Trainer  County-wide AED Coordinator	H.S. Head Baseball Coach H.S. Head Hockey Coach H.S. Head Lacrosse Coach H.S. Head Soccer Coach H.S. Head Track Coach H.S. Head Indoor Track Coach H.S. Head Softball Coach H.S. Head Volleyball Coach H.S. Head Tennis Coach H.S. Cheerleading Adv. (Fall & Winter)	H.S. Head Cross Country Coach  H.S. Golf Coach  H.S. Cheerleading Advisor (Spring)	H.S. Stage Director  Intramural Coach M.S. Choral Music  M.S. Instrumental Music  H.S. Dance Director  Corollary Athletic Programs Coach

**Schedule No. 2**

<b>Step</b>	<b>Classification I</b>	<b>Classification II</b>
Step I 1-5 Years	\$2,887	\$1,607
Step II More Than 5 Years	\$3,115	\$1,727
Positions	Assistant H.S. Football Coach  Assistant H.S. Basketball Coach  Assistant H.S. Wrestling Coach  Assistant H.S. Marching Band Director	Assistant H.S. Baseball Coach Assistant H.S. Hockey Coach Assistant H.S. Lacrosse Coach Assistant H.S. Soccer Coach Assistant H.S. Track Coach Assistant H.S. Indoor Track Coach Assistant H.S. Softball Coach Assistant H.S. Volleyball Coach Assistant H.S. Cheerleading

**Schedule No. 3**

<b>Step</b>	<b>Classification I</b>	<b>Classification II</b>	<b>Classification III</b>	<b>Classification IV</b>
Step I 1-5 Years	\$4,447	\$3,494	\$1,674	\$1,285
Step II More Than 5 Yrs.	\$4,825	\$3,787	\$1,958	\$1,406
Positions	H.S. Head Marching Band Director	H.S. Choral Director H.S. Drama Director H.S. Instrumental Director	H.S. Yearbook Advisor  H.S. Newspaper Advisor	M.S. Intramurals M.S. Choral Music M.S. Instrumental Music

**Schedule No. 4**

<b>Positions</b>	<b>Payment</b>
Life Skills Educators or Nurse not regularly assigned to Outdoor School, required by IEP to attend Outdoor School, Outdoor School Teachers	\$240 per night
Outdoor School 2 <sup>nd</sup> Shift Nurse	9% differential
Outdoor School 3 <sup>rd</sup> Shift Nurse	11% differential
Department Chair Middle and Elementary Team Leaders Education that is Multicultural Liaison School Improvement Team Chair Academy Leader Instructional Team Leader	\$3,120

**Schedule No. 5**

<b>Classification I</b>	<b>Classification II</b>
Academic Challenge Coach - \$1,061	\$432 per school
State Test Coordinator - \$1,061	Elementary School Choral Music
AP Test Coordinator - \$1,061	Elementary School Instrumental Music
Senior Class Advisors - \$1,061	
Mock Trial Advisor - \$1,061	
Robotics Advisor - \$1,061	
Student Service Coordinator - \$1,090	
Junior Class Advisor - \$955	
Sophomore Class Advisor - \$849	
Freshman Class Advisor - \$743	
National Honor Society Advisor- \$701	Middle School Yearbook Advisor
High School SGA Advisor - \$701	Middle School SHOUT Advisor
Future Teachers of America - \$468	Middle School SGA Advisor

**ARTICLE XXIV TRAVEL**

Policy for payment to personnel utilizing personal vehicles for business purposes:

1. The Carroll County Board of Education shall operate on the basis that those persons utilizing private vehicles for business usage shall be reimbursed on the basis of the number of miles driven for business usage.

2. Business mileage shall henceforth be defined as mileage driven in direct connection with the job. Mileage from home to office shall not be considered business mileage.
3. Normal Work Days - personnel reporting directly from home to a school or to a meeting inside or outside the county should consider mileage in excess of the educator's normal to and from daily work mileage.
4. Evenings and Non-Work Days - personnel attending approved professional meetings should report total mileage for each such meeting regardless of location.
5. Personnel utilizing personal vehicles for business purposes shall be reimbursed monthly at the current IRS rate.

## ARTICLE XXV DEDUCTIONS FROM SALARY

- A. Payroll deductions shall be available, at the request of the individual educator for:
  1. Tax-sheltered Annuities as authorized by the Association and the Board.
  2. Group Insurance plans as authorized by the Association and the Board.
  3. Federal Credit Union shares and payments.
- B. The Board agrees to deduct for two "Charitable Contribution" drives from employees' salaries only when the employee has duly authorized such deduction; and when such employee voluntarily determines the amount of such contribution. No system-wide, school, or individual quotas shall be established.
- C. The rights and/or privileges granted to the Association by paragraph A. of this Article shall not be granted to any other employees' group or organization during the term of this Agreement, claiming to represent the employees in the unit by the Association.

## ARTICLE XXVI INSURANCE

### A. FLEXIBLE BENEFIT PLAN:

The Board shall provide the following flexible benefit plan to employees who are paid more than twenty (20) hours per week. All employee benefits plans provided by the Board under this Article shall have plan years based on the calendar year.

**No Coverage** - Employees who produce proof of other medical insurance coverage may elect no coverage. Those electing no coverage as of June 30, 2001, will receive a cash "buy-out" equal to 40% of the annual premium for the "Point-of-Service Plan Individual Coverage" up to \$1,220.44 per year. Any employee receiving a cash "buy-out" who elects coverage on or after July 1, 2001, will no longer receive a cash "buy-out" at a later date.



**DENTAL CHOICES**

**Traditional** - See Traditional Dental Chart below.

**No Coverage** - Employees may elect no coverage. Those electing no coverage as of June 30, 2001, will receive a cash "buy-out" equal to 40% of the annual premium for "Traditional Individual Coverage" up to \$89.70 per year. Any employee receiving a cash "buy-out" who elects coverage on or after July 1, 2001, will no longer receive the cash "buy-out" at a later date.

<b>Traditional Dental</b>		
NO DEDUCTIBLE	PER PERSON PER CALENDAR YEAR DEDUCTIBLE*	PER PERSON PER CALENDAR YEAR DEDUCTIBLE*
100%**	80%**	50%**
Emergency treatment Oral examinations X-Rays Teeth cleaning Fluoride treatments for children to age 19 Space maintainers  Preventative Services	Laboratory tests Fillings Amalgam Silicate Acrylic Root canal Repair and maintenance of bridgework and dentures Periodontic services Extractions and other oral surgery Anesthesia  Basic Services	Gold and porcelain fillings and crowns Installation of bridgework and crowns Orthodontia (Subject to separate \$2,500 Lifetime maximum per person) – Effective January 1, 2017  Major Services
\$1,500 Per Person - Calendar Year Maximum**		
\$2,000 Per Person – Calendar Year Maximum**		
(Effective January 1, 2017)		

\* \$50 per person; \$150 - Family maximum - when three (3) Family Members have each met the \$50 Deductible - See the Schedule of Insurance.

\*\*Paid by Traditional Dental.

**ADDITIONAL LIFE INSURANCE**

All eligible employees shall be permitted to purchase term life insurance in addition to the amount provided by the Board in paragraph C. of this Article.

**BEFORE TAX PREMIUM**

The premiums paid by employees shall be paid with pre-tax dollars where applicable.

**FLEXIBLE SPENDING ACCOUNTS**

Employees may establish spending accounts on a voluntary basis with pre-tax dollars to be used for non-covered medical expenses or dependent care expense.

B. The Board pays 85% of the premium rate for all levels of coverage offered.

- C. The Board shall provide for all eligible employees in this bargaining unit TERM LIFE INSURANCE in an amount equal to one and one-half of the employees' annual salary; provided, however, that any employee shall have the option of having the term life insurance capped at \$50,000.
- D. The Board agrees to provide to the extent of present policy provisions for insurance coverage for financial loss arising from liability, provided such person, at the time of the act or omission complained of, was acting within the scope of such person's employment or under the direction of the Board.
- E. A supplemental optical insurance plan will be offered to all eligible employees and each member of the eligible employee's immediate family as of January 1, 2013. The supplemental optical plan will be fully employee paid.

<b>BENEFIT</b>	<b>IN NETWORK</b>	<b>OUT-OF NETWORK</b>
Benefit Period Frequency	Every 12 months	Every 12 months
Eye Exam	\$10	Up to \$40
Frames	\$0	Up to \$45
Single Lenses	\$20	Up to \$40
Bifocal Lenses	\$20	Up to \$140
Trifocal Lenses	\$20	Up to \$160
Standard Progressive	\$70	(Based on bifocal or trifocal allowance above.)
Scratch Resistant Coating	Included	N/A
Tint	\$13 - \$15	N/A
UV Coating	\$16	N/A
Contact Lenses: Medically Necessary Contacts	Included	Up to \$210
Conventional Contacts	Up to 4 boxes from the allowed selection. \$125 allowance for non-selection contacts.	
Disposable Contacts	Up to 4 boxes from the allowed selection. \$125 allowance for non-selection contacts.	

- F. Effective July 1, 2010, the Board shall provide an OPTICAL INSURANCE plan for those unit members who are not covered by medical insurance and enrolled prior to July 1, 2010, under which all eligible employees and each member of the eligible employee's immediate family shall be entitled to an eye examination and a discount program for lenses, frames and contacts every two (2) years.
- G. Health Insurance Advisory Committee - The Board and the Association agree to continue the Health Insurance Advisory Committee for the purpose of reviewing all aspects of the Health Insurance Program and making recommendations to the Superintendent of Schools for possible changes in content or procedures, as well as, regarding the components of an Employee Wellness Program.
- H. The Board and the Association shall encourage all employees to audit any and all hospital bills. There shall be an "Audit Incentive Program" under which employees shall receive 50% of any savings realized from the employee's audit of a hospital bill up to a maximum recovery of \$500 per hospital stay.

**Point of Service Plan – Revised July 1, 2010**

**Summary of Benefits**

A detailed listing of benefits can be found in the benefit's book.

<b>Plan Feature</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Your Annual Deductible	None	\$250 per person/ \$500 per family
Co-insurance	Plan pays 90%  Excludes co-payments for certain services.	After the deductible, Plan pays 75% of UCR* You pay all remaining costs.
Your Annual Out-of-Pocket Maximum	\$1,000 per person/ \$2,000 per family	\$2,000 per person/ \$4,000 per family
Lifetime Maximum Benefit	No Maximum	
Inpatient Hospital (Facility and doctor charges)	Plan pays 90% after \$100 per confinement deductible.	After the plan deductible and \$200 per confinement deductible, Plan pays 75% of UCR*, you pay all remaining costs.
Outpatient Hospital (Facility and doctor charges)	Plan pays 90%	After the deductible, Plan pays 75% of UCR*, you pay all remaining costs.
Emergency Care in a Hospital	For Facility - Plan pays 100%, you pay \$25 For Physician - Plan pays 90%  Non emergency use of emergency room is not covered.	Same as in network  Non emergency use of emergency room is not covered.
Surgical Expenses	For Facility - Plan pays 90% For Office: Plan pays 100% , you pay \$10 for office visit	After the deductible, Plan pays 75% of UCR*, you pay all remaining costs.
Doctor's Office Visits	You pay \$10 per visit	After the deductible, Plan pays 75% of UCR*, you pay all remaining cost.
Preventive Care	For annual physical - \$10 co-payment  Annual gyn exam - you pay \$10 co-payment  Pap smear - Plan pays 90%  Mammogram -- Plan pays 90%	After the deductible, Plan pays 75% of UCR*, you pay all remaining costs.  Annual gyn exam and Pap smear - Plan pays 75% of UCR, you pay all remaining costs.  Mammogram - Plan pay 75% of UCR*
Well Child Care	Schedule of visits based on age --you pay \$10 per visit	Plan pays 75% of UCR*, you pay all remaining costs.
Prescription Drug	\$10 co-payment - generic \$25 co-payment - name brand	No coverage for non participating pharmacies.
Vision Care – Eye Exam covered every 24 months  Discount program available for frames, lenses and contacts	You pay \$10 co-payment	After deductible, plan pays 75% of UCR*

**MENTAL HEALTH AND SUBSTANCE ABUSE BENEFITS**

<b>Plan Feature</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Mental Health and Substance Abuse Benefits</b>		
Inpatient Care	Plan pays 90% after \$100 per confinement deductible	After the plan deductible and \$200 per confinement deductible 75% of UCR*, and you pay remaining costs;
Outpatient Care	Plan pays 100% after \$10 copay	Plan pays 75% after deductible of UCR*

Mental Health and Substance Abuse benefit revisions made due to change in federal law effective January 1, 2010.

**ARTICLE XXVII PARTICIPATION IN SUMMER SCHOOL**

- A. Teaching positions available in summer school programs shall be advertised fully in each school. In filling such positions, consideration shall be given to an employee's area of competence, major and/or minor field of study, quality of performance, attendance record, and length of service in the Carroll County School System, and when all other factors are substantially equal, preference shall be given first to employees who have taught the subject area and/or grade level in question during the regular school year and then to employees who have taught the grade level and/or subject area in question on a regular basis at any time during the preceding school years, and qualified tenured employees shall be hired for such positions before those not on tenure.
- B. The Board shall work toward developing meaningful summer school programs for the students and educators of Carroll County.
- C. Summer workshops in curriculum and other areas of school activity shall be advertised to all educators. Participation shall be voluntary.
- D. Professional personnel employed by the Board to work in summer production workshops or teach in summer school programs shall be compensated at an hourly rate as specified in Article XX, Section C.

**ARTICLE XXVIII PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT**

- A. The Board shall pay the full cost of tuition and textbooks and transportation incurred in connection with any courses, seminars, conferences, in-service training sessions, or other such sessions which an employee is required and/or requested by the administration to take. Such request must be in writing. The above does not include workshops, college courses, or other training sessions for which credit is received.
- B. The Board shall reimburse all professional personnel holding a Conditional Certificate, Standard Professional Certificate, or Advanced Professional Certificate up to \$2,700 per fiscal

year for courses that align with the curriculum or are needed by the unit member to obtain or maintain highly qualified status as defined by the Maryland State Department of Education.

At the beginning of each contract year, the Board will review rates of tuition increase at Towson University and will make every effort to increase the maximum allowance accordingly.

- C. Reimbursement shall be paid in the fiscal year in which the credits are earned provided a grade of "B" or better or "Pass" is received.
- D. The Board shall reimburse speech-language pathologists, occupational therapists, occupational therapist assistants, physical therapists, physical therapist assistants, nurses, social workers and educators of the visually impaired for all fees for the appropriate license/certification necessary for continuing employment in their assigned area.
- E. The Board shall reimburse all properly licensed speech-language pathologists, occupational therapists, occupational therapist assistants, physical therapists, physical therapist assistants, nurses, social workers and educators of the visually impaired for Continuing Education Units (CEUs) necessary to maintain the appropriate license/certification to practice in their area. This amount shall be up to, but not to exceed, the maximum dollar amount of reimbursement for unit members as outlined in Article XXVIII of this agreement.
- F. Appropriate in-service activities will be planned by the Board. Such planning will include input from the bargaining unit members and the Association. Implementation of such activities is subject to the availability of funds.

## **ARTICLE XXIX GENERAL**

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy. The Board shall amend its written policies and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- C. A copy of this Agreement shall be provided for all professional personnel employed by the Carroll County Board of Education. The cost of printing the Agreement shall be shared jointly between the Association and the Board.
- D. In the event that either the Board or CCEA desires to waive certain sections of the contract during the contract year for a specific purpose or an individual situation, the following procedures will be used:
  - 1. The Director of Human Resources and the President of CCEA will review the proposed waiver, the rationale for its necessity, and its impact on the students of CCPS.

2. The conditions and duration of the waiver will be agreed to in writing by the Director of Human Resources and President of CCEA.
3. Final approval of the waiver rests with the Superintendent of Schools.
4. Neither members of the bargaining unit nor the Association shall file a grievance or administrative appeal on behalf of an educator who may be adversely affected by the agreed upon waiver of the contract.

## **ARTICLE XXX IMPASSE RESOLUTION**

The Board and the Association agree to comply with the Impasse process as stipulated at §6-408 of the Education Article, *Annotated Code of Maryland*, and all COMAR Regulations adopted by the Public School Labor Relations Board in regards to an impasse reached in negotiations.

## **ARTICLE XXXI MATERIALS OF INSTRUCTION**

- A. The Board guarantees that it shall provide sufficient textbooks to insure that when textbooks are being used, each pupil shall have textbooks for the pupil's own use.
- B. The Board agrees that it shall provide sufficient instructional materials and supplies so that employees may fulfill their responsibilities in an adequate and professional manner.
- C. Every educator may submit requests for materials of instruction which shall be reviewed by the appropriate administrative officers before arbitrary guidelines or percentages are established.
- D. The Board agrees to adjust its purchasing procedures as necessary to insure that textbooks and other materials of instruction are received in the schools prior to the opening of school in September.
- F. Both parties understand that the Board cannot be responsible for delays or appropriation limitations over which it has no control.
- G. Employees shall not be required to purchase instructional materials or equipment with their own money.
- H. Employees shall not be required to purchase or replace materials including technology equipment that becomes damaged, lost, or stolen unless the employee is negligent.

## **ARTICLE XXXII DURATION**

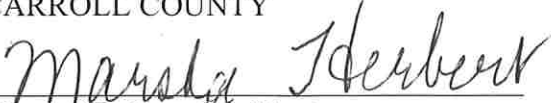
Unless otherwise provided herein, the provisions of this Agreement shall be effective as of July 1, 2021 and will remain in full force and effect until June 30, 2022.

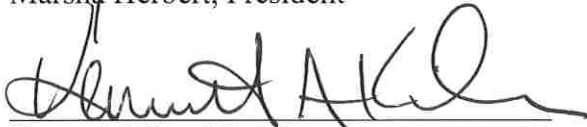
This Agreement is contingent on full funding by the County Commissioners of the Board of Education's fiscal year 2022 operating budget requests.

Negotiations on a successor Agreement will begin on a date that is mutually agreed upon by the parties.


IN WITNESS HEREOF, the parties here unto set their hands and seal this 1<sup>st</sup> day of July, 2021.

BOARD OF EDUCATION OF  
CARROLL COUNTY


  
Marsha Herbert, President

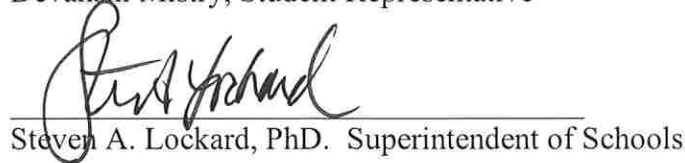
  
Kenneth Kiler, Vice President

  
Dr. Patricia Dorsey, Member

  
Tara Battaglia, Member

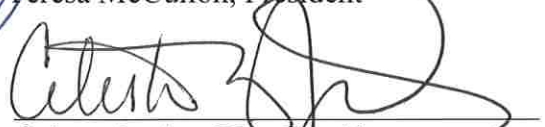
  
Donna Sivigny, Member

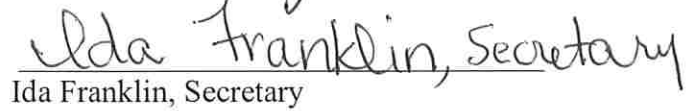
  
Devanshi Mistry, Student Representative

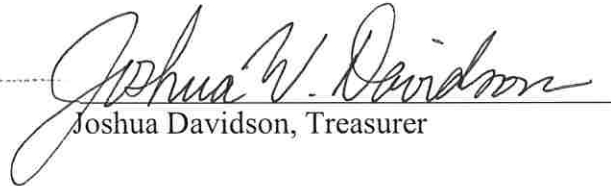
  
Steven A. Lockard, PhD. Superintendent of Schools

CCEA

  
Teresa McCulloh, President

  
Celeste Jordan, Vice President

  
Ida Franklin, Secretary

  
Joshua Davidson, Treasurer