

Master Agreement



Between the
Board of Education of Carroll County
and the
Carroll Association of School Employees
(CASE)

July 2022 ~ June 2025

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This agreement, entered into this 1st day of July 2022, by and between the Board of Education of Carroll County, hereinafter called the "Board," and the Carroll Association of School Employees, hereinafter called the "Association."

WITNESSETH:

ARTICLE 1 – RECOGNITION

A. BASIS

In accordance with Section 6-505 of The Public School Laws and Bylaws of Maryland, the Board of Education of Carroll County recognizes the Carroll Association of School Employees (CASE) as the sole and exclusive representative of non-certified clerical employees, assistants, paraprofessionals, and licensed practical nurses employed for nine (9) months or more per year. With regard to salaries, wages, hours and working conditions, the Parties agree that all policies and practices of the Board pertaining to working conditions in effect shall remain in effect for the duration of this Agreement, except as modified by the provision herein.

B. BARGAINING UNIT

1. The bargaining unit shall include all non-certified clerical employees, assistants, paraprofessionals, and licensed practical nurses of the Board of Education of Carroll County, regardless of number of working hours. Confidential employees whose employment require knowledge of the public school employer's posture in the collective negotiations process, as determined by the public school employer in negotiations with an employee organization that requests negotiation on an issue, will be exempted from the bargaining unit, in accordance with Article 6-501 in the Education Article, of the Annotated Code of Maryland.
2. The Association recognizes that the Board is the legally responsible agency charged with the operation of the Public School System in Carroll County.
3. The Association agrees to represent fully, without discrimination, all employees in this unit with regards to the content of this negotiated agreement.
4. For the purpose of the Agreement, the term "unit member" when used hereinafter shall refer to all clerical employees, assistants, paraprofessionals, and licensed practical nurses represented by the Carroll Association of School Employees - affiliated with the Maryland State Education Association and the National Education Association. The term "Board" shall refer to the Board of Education of Carroll County.
5. Beginning with fiscal year 2017, eight full time support room assistants (assistants), will become bargaining unit positions and will be covered by all terms and conditions of this agreement.

6. All non-certified clerical employees, assistants, paraprofessionals, and licensed practical nurses employed for nine (9) months or more per year, regardless of hours worked, hired after June 30, 2019, will be bargaining unit positions, covered by all provisions of this agreement.
7. All non-certified clerical employees, assistants, paraprofessionals, and licensed practical nurses, employed for nine (9) months or more per year, regardless of number of hours worked, whom where previously identified as non-bargaining unit positions by the Superintendent are bargaining unit members and the Board further agrees to negotiate with the Association all mandatory terms and conditions for these prospective employees.

ARTICLE 2 - DUES DEDUCTION

The Board agrees to deduct from the unit member's salary membership dues for the Carroll Association of School Employees as said unit member individually and voluntarily authorizes by means of an appropriate written authorization form prepared by the Association. The Board agrees to transmit such monies to the Association by-weekly. The following conditions will be in effect:

1. Deductions shall be made in twenty-four (24) equal installments.
2. The Association shall provide the Board with the authorization forms from all unit members enrolled prior to October 1.
3. The Association shall notify the Board in writing of 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.
4. The Board shall provide the Association with a list of those employees who are currently on dues deduction each pay period.
5. The rights and/or privileges granted to the Association in this Article shall not be granted to any other clerical, assistant, paraprofessional, and licensed practical nurse group or organization during the term of this Agreement.
6. The Board will allow for payroll deduction of voluntary contributions by employees for the MSEA's fund for children and public education. The deductions will be forwarded to the CASE office. CASE will coordinate with the staff of the Board's Human Resource Department to determine the procedure that imposes the least administrative burden.
7. CASE agrees to indemnify and save the Board harmless against all claims, demands, suits, or liability that might arise out of or by reason of action taken in respect to the deduction of dues made pursuant to the provisions of the Master Agreement.

ARTICLE 3 - GRIEVANCE AND ARBITRATION

SECTION I

DEFINITIONS

A "grievant" shall mean a unit member or group of unit members or the Association filing a grievance.

A "grievance" shall mean controversy, dispute or disagreement of any kind or character arising out of or in any way involving interpretation or application of the term of this Agreement.

"Employer" shall mean the Board of Education or its administration.

"Days" shall mean working days.

"Class Grievance" shall mean a controversy, dispute, or disagreement of any kind or character arising out of or in any way involving interpretation or application of the term of this agreement that involves three (3) or more bargaining unit members.

SECTION 2

PROCEDURES AND STEPS

Within 20 days following the act or condition which is the basis of a complaint, a unit member may file a grievance with the unit member's immediate supervisor.

Prior to filing the written grievance, every effort shall be made to resolve the grievance informally between the grievant and the grievant's immediate supervisor.

STEP 1

If the grievance has not been resolved informally as referred to above, a written grievance may be presented to the unit member's immediate supervisor. Within 20 days thereafter, the Employer representative to whom the grievance was presented or designated representative shall meet with the grievant and give a written decision to the grievant.

STEP 2

If the grievance is not settled in Step 1, the grievant may move it to Step 2 by written notice to the Superintendent. The Superintendent or designated representative shall have ten (10) days after receipt of the grievance to meet with, if necessary, and give a written decision to the grievant.

After informally attempting to resolve the issue, within twenty (20) days following the act or condition, or knowledge of the act or condition, which is the basis of a complaint, CASE may file a class grievance directly at Step 2.

STEP 3

If the grievance is not settled in Step 2, the Association alone may move the matter to arbitration under the Voluntary Labor Rules of American Arbitration Association upon notice to the Board within 15 days following the Step 2 decision. The parties further agree to accept the arbitrator's award as final and binding upon them. The costs for the services of the arbitrator will be borne equally by the Board and the Association.

SECTION 3

ASSOCIATION REPRESENTATION

All unit members shall have the right of Association representation at each step of the grievance procedure, provided that the grievant shall be present at each step.

SECTION 4

NO REPRISALS

No reprisals shall be invoked against any unit member for processing a grievance.

ARTICLE 4 - WORKING HOURS AND WORKING CONDITIONS

A. DUTY DAY

1. School-based clerical unit members shall work seven and one-half (7 1/2) consecutive hours per day including a thirty (30) minute, duty-free lunch period.
2. Central Office clerical unit members shall work eight (8) consecutive hours per day, including a one (1) hour, duty-free lunch period.
3. All CASE employees shall work the number of hours associated with their assignment and paid according to the hours worked. A non-compensatory 30-minute duty free lunch shall be included for CASE employees who work seven and one half (7 ½) hours per day.

B. WORK WEEK

1. The work week shall be defined as Monday beginning at 12:00 am and ending Sunday at 11:59 pm except in an emergency situation to be determined by the Superintendent of Schools or their designee.

C. OVERTIME/COMPENSATORY TIME

The Board reserves the right to assign overtime work. Overtime will initially be assigned on a voluntary basis to eligible employees. Should no one volunteer to work, then the least senior employee qualified to perform the function shall be assigned the work on an

involuntary basis. Should this situation appear again, the next least senior employee shall be assigned the work. This means involuntary overtime assignment shall continue, with equitable distribution, to protect the mutual interests of the parties. Unit members shall be paid their regular rate of pay up to forty (40) hours in a scheduled work week. Unit members shall be paid time and one-half their hourly rate of pay for all hours worked in excess of 40 hours in any work week. A unit member may choose to take compensatory time rather than overtime for these hours.

A maximum of 12 hours of compensatory time may be accumulated. Every effort shall be made to take compensatory time within two (2) pay periods.

Compensatory time, as with overtime, shall be granted at time and one-half for all hours of work in excess of 40 hours in any work week.

All overtime and compensatory time must be approved in advance by the principal or immediate supervisor except during circumstances of extreme emergencies during which employees are required to remain at work beyond the normal workday.

All Carroll County Public Schools policies and regulations are governed by the Fair Labor Standards Act and shall be adhered to regarding overtime/compensatory time.

D. DUTY YEAR

1. The duty year for 12-month unit members shall be 240 duty days. On years when the CCPS operational calendar includes more than 240 12-month duty days, the Superintendent shall grant 12-month CASE employees an additional day(s) off so that the duty year does not exceed 240 duty days.
2. The duty year for 10-month clerical members shall consist of 196 days.
3. For the computation of any time requirements for vacation or other benefits, a duty year (10 or 12 month) shall count as one (1) duty year.
4. The duty year for assistants and paraprofessionals for the duration of this Agreement shall not be more than 185 days. The duty year for licensed practical nurses will be no more than 194 days.
5. For the computation of any time requirements for benefits for assistants, paraprofessionals, and licensed practical nurses, a duty year of ten (10) months shall count as one duty year.

E. WORK PERFORMED OUTSIDE OF CLASSIFICATION

Any unit member assigned to a higher classification for three (3) or more consecutive days shall be compensated at the grade of the classification to which they are assigned retroactive to day one (1) of the assignment.

In the event that an LPN is assigned, on a temporary basis, to perform LPN duties for a school in addition to the LPN's current assignment, the Board will compensate the LPN an additional 50% of the LPN's regular hourly rate for the period of double coverage.

In the event that an LPN is assigned, on a temporary basis, to respond to an RN designated school in addition to the LPN's current assignment, the Board will compensate the LPN an additional 100% of the LPN's regular hourly rate for the period of double coverage.

All assignments to a higher classification must be recommended in writing by the principal or immediate supervisor and approved by the appropriate Director and the Director of Human Resources.

The Board will grant a stipend to those unit members who are selected each year by a school principal and who agree to perform coaching or extra-curricular assignments beyond the regular workday. Neither compensatory time in lieu of pay nor overtime pay will be granted for these assignments. These duties must not preclude the employee from performing the duties of their regularly assigned position. Successful candidates for these opportunities must meet all of the experience criteria required by the school system.

F. SUBSTITUTES

Instructional Assistants/Paraprofessionals must apply to substitute on the appropriate form and within a timeframe determined by the Human Resources Department. Assignments to act as a substitute will be voluntary and by mutual agreement between administrator and employee.

1. When a teacher is not on duty because of an emergency, an assistant/paraprofessional may substitute for a teacher for up to two (2) hours. After two (2) hours, Instructional Assistants/Paraprofessionals will earn \$8.00 per hour retroactive to the 1st hour, in addition to their regular salary for each hour they continue to serve as an emergency substitute teacher.
2. The Board will pay Instructional Assistants who serve as substitutes for teachers on a voluntary basis for non-emergency situations as follows:
 - a. Instructional Assistants/Paraprofessionals will earn \$8.00 per hour in addition to their regular salary for each hour they serve as a substitute teacher in non-emergency situations, including IEP meetings and any meetings or trainings teachers are expected to attend.
 - b. Instructional Assistants/Paraprofessionals shall be limited to no more than fifty-five (55) hours per work year. The Department of Human Resources may approve more days given special circumstances.
 - c. For all hours beyond the initial fifty-five (55), they shall earn \$12.50 per hour in addition to their regular salary for each hour they serve as a substitute teacher in non-emergency situations.
 - d. In the case of a long-term substitute position, which is any position ten (10) days or longer where the Instructional Assistant/Paraprofessional plans, teaches, and provides grades, he or she shall earn \$15.00 per hour in addition to their salary for each hour they serve as a substitute in a long-term sub position.

- e. Nothing in this article shall prevent the Superintendent of Schools from exercising his/her powers under the Public School Laws to assign staff as required to meet the needs of the school.

G. HOLIDAYS

All unit members shall be entitled to the following non-duty days:

- January 1
- Friday before and Monday after Easter
- Memorial Day
- July 4th
- Labor Day
- Primary Election Day
- General Election Day
- Thanksgiving
- The day after Thanksgiving
- December 25

Any other day designated by the calendar applicable to unit members covered under this Agreement.

H. TRAVEL REIMBURSEMENT

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 mileage.
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 school or to a meeting inside or outside the county should consider mileage in excess of the employee'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 meeting regardless of location.
5. Personnel utilizing personal vehicles for business purposes shall be reimbursed monthly at the IRS rate in effect at the time the mileage was accrued. The following reimbursement schedule should be used as a guideline for submitting mileage:

Miles traveled between July 1 – September 30 should be submitted by October 15.
Miles traveled between October 1 – December 31 should be submitted by January 15.
Miles traveled between January 1 – March 31 should be submitted by April 15.
Miles traveled between April 1 – June 30 should be submitted by July 15.

6. Employees will not be directed or expected to transport students, sensitive documents, or potentially hazardous or dangerous materials in their personal vehicles. Employees are not expected to transfer official IEP, cumulative, or health files from school to school – related to student records. The Board will define sensitive documents in procedure.

I. HEALTH AND SAFETY

1. To the extent possible and within limits of funds available, the Board shall provide well maintained, safe and healthful work conditions for all unit members. Current guidelines of the State and local health departments will be followed.
2. 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.
3. Should an employee feel that a safety problem exists or that they are experiencing an unsafe working condition, they should immediately report it to their immediate supervisor. An inspection will be made as soon as possible. The employee involved and any other employees possibly affected shall be advised of the results of the inspection.
4. 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.

J. ASSAULT OF UNIT MEMBERS

In case of an assault initiated by a student, or non-student on school property, upon a unit member during the performance of their duties causing damage to the unit member's personal property, the Board will make equitable financial adjustment with the unit member not to exceed \$2,000. This includes a unit member's clothing. Every reasonable effort shall be made by the unit member to produce proof of purchase indicating the fair market value of the item that was damaged, destroyed, or stolen. In the event the replacement cost cannot be agreed upon, a professional appraisal, made by a mutually agreed-upon appraiser, shall be obtained.

K. WORK BREAKS

All employees shall have the right to take one (1) break equivalent to fifteen (15) minutes for every three and a half (3.5) hours worked during the duty day that does not interfere with the operation of the schools.

L. FACILITIES

As budget permits and where possible, each facility (temporary or permanent) used by bargaining unit members, will include adequate lighting and parking for all bargaining unit members.

M. EMPLOYEE DRESS

Employees should dress in a professional manner that is appropriate for the work to be done in their assigned positions.

N. JOB DESCRIPTIONS

When the school system alters an employee's job description, a copy of the updated job description will be delivered to the employee either in writing or electronically. A copy of the amended job description will also be sent to the CASE president.

O. BULLYING/HARASSMENT

Any bargaining unit member who believes they are the victim of bullying, harassment, or intimidation must formally report such incidents to their direct supervisor or to the Department of Human Resources.

1. Definitions:

- a. Bullying and harassment means intentional conduct, including verbal, physical, or written conduct or an intentional electronic communication that creates a hostile educational environment by substantially interfering with an employee's work environment, opportunities, or performance, or with an employee's physical or psychological well-being and is:
 - i. Motivated by an actual or a perceived personal characteristic including race, national origin, marital status, sex, sexual orientation, gender identity, religion, age, ancestry, physical attributes, socioeconomic status, familial status, or physical or mental ability or disability; or,
 - ii. Threatening or seriously intimidating; and occurs on school property, at a school activity or event, or on a school bus.
- b. Electronic communication means any communication transmitted by means of an electronic device, including but not limited to, telephones, cellular phones, social media, or computers.

2. Investigation procedure:

- a. Human Resources, upon receipt of a complaint, shall promptly investigate the complaint, obtaining the name of the accused person(s), any witnesses deemed relevant by the person filing the complaint, and a description of the incident. The victim and the person(s) to have allegedly engaged in misconduct under this article will be interviewed as soon as possible.

- b. The investigation must be made in an objective and sensitive manner, and promptly after receipt of a complaint. An opinion regarding the merits of the case should not be rendered until a full investigation has been completed, and must be given in writing to the person making the complaint.
3. The parties recognize the Board's legal requirement to maintain bullying/harassment policies and procedures, include a complaint and investigative process. The Board may be required to modify its policies at any time. If any such modifications are made, the Board shall notify CASE in advance. Nothing in this section shall interfere with the Board's legal requirements to do so. The most recent version of the Board's policies, regulations, and procedures may be accessible on the CCPS website.

P. PERSONAL ELECTRONIC DEVICE USAGE

Bargaining unit members will not be expected to provide or utilize their personal electronic devices for anything other than emergency purposes.

ARTICLE 5 - ASSOCIATION RIGHTS

A. ASSOCIATION MEETINGS

The Association shall have the right to use school buildings in compliance with the established Guidelines for Use of Facilities in the Carroll County Public School System as fifth priority users.

B. BULLETIN BOARDS

There will be bulletin board space or bulletin area reserved for the Association in each office or school with location to be approved by the principal; but in such areas as to allow easy access to all members, for the purpose of displaying its official notices, circulars and other such materials.

C. ASSOCIATION COMMUNICATIONS

The Association will have the right to place official notices, circulars and other materials in members' mail boxes, as long as it does not interfere with the distribution of the materials of the school system. All Association materials intended for distribution in schools or in the school system must be approved by the local Association President or the local Association's President's designee before distribution. The Association shall have the use of the inter-school delivery system, as well as the CCPS electronic mail system. All materials, be physical or electronic, are subject to approval and must comply with contract conditions and CCPS policies. The association agrees not to use such systems for political materials.

D. EMPLOYEE LIST

1. As soon as possible after the beginning of each school year, but no later than October 1st, the Board shall provide the Association with a list of all unit members which will include their names, addresses and building assignment.
2. During the school year the Board shall provide the Association with a list of all changes including resignations, promotions and appointments.
3. Such information is not to be used for commercial purposes.

E. BOARD MEETINGS

1. The Association will be mailed a copy of Board Agendas prior to the meetings.
2. A copy of Board Meeting Minutes will be mailed to the Association promptly following such meetings.
3. The Association President or designee shall be released from their duties without loss of pay to attend all meetings of the Board. The Association President or their designee shall be released from their duties to attend any Board-sponsored or appointed committee without loss of pay or leave time. The Association President or their designee will be granted time to address the Board during each meeting that would regularly allow public comment.

F. ACCESS TO SCHOOLS

Association members chosen by the President and Association employees shall have access to all school buildings and to all unit members provided that the Principal has been notified in advance of any such visit and provided the exercise of this right shall not interfere with the educational program.

G. NO REPRISALS

There will be no reprisals of any kind taken against any unit member for reasons of their membership in the Association or participation in any of its activities.

H. ASSOCIATION LEAVE

1. The Board shall release from duty, without loss of pay or fringe benefits, unit members who wish to attend the Maryland State Education Association Convention or the National Education Association Convention. One week prior approval is necessary from Human Resources.

2. Association members, as selected by the Association President, will be granted administrative leave with pay to attend to Association business or to attend Association conferences or conventions. Total leave per member shall not exceed 16 duty days per duty year excluding attendance by the local president at local Board meetings or attendance by any member for negotiations. The total number of leave hours will not exceed 480 hours per school year. The Association will pay for (a) substitute(s) if one is required to replace the absent employee(s).
3. The Board agrees that one (1) non-probationary bargaining unit member designated by the Association shall, upon request, be granted a leave of absence for two (2) consecutive years without pay for the purpose of engaging in an executive or advisory capacity of a professional association (local, state or national). The Association shall remain responsible and will reimburse the school system one hundred percent (100%) of the total cost of the employee's salary and benefits while that employee is on leave. When returning to work, the employee shall be guaranteed a position within the bargaining unit for which they are qualified and approved. Said position shall, if possible, be similar to the one held prior to their leave.

I. ASSOCIATION OPERATIONS

The rights and/or privileges granted to the association in this article shall not be granted to any other public employee/education/public school employee group, union, association, club, or membership-driven organization during the term of this agreement.

J. NEW EMPLOYEE ACCESS

CASE representatives will be given thirty (30) minutes to meet with new employees during their first thirty (30) days of employment. This time will be scheduled during regular work hours and will not replace any lunch break or other designated leave. The Board will provide notice to the CASE president when a new employee starts so that these meetings may be scheduled.

K. ASSOCIATION ACCESS

The Association will be granted up to thirty (30) minutes, twice a year during in-service or regularly scheduled meetings, to promote the benefits of association membership and will not contain or share politically oriented materials. Scheduling of presentations will be coordinated between the department supervisor, the director of Human Resources and the Association president or designee.

ARTICLE 6 - UNIT MEMBERS' RIGHTS

A. PERSONAL LIFE

The personal life of a unit member shall be the concern of, and warrant the attention of, the Board only as it may directly affect the unit member's proper performance of the unit

member's assigned function during duty hours. The Board shall not discriminate with regard to race, religion, color, national origin, age, gender, sexual orientation, marital status, or disability.

B. PERSONNEL FILE

A personnel file shall be maintained in the Department of Human Resources of the Board. Unit members will have the right, upon request, to review the contents of their personnel file, and to receive a copy at the employee's expense, but not to exceed ten (10) dollars, of any document contained therein, excluding letters of recommendation. A unit member will be entitled to have a representative of the Association accompany the unit member during such review.

The Board agrees to protect the confidentiality of personal references and other similar documents. No materials derogatory to a unit member's conduct, service, character or personality will be placed in the unit member's personnel file unless they have an opportunity to review such materials. No anonymous materials shall be placed in a unit member's personnel file.

The unit member will acknowledge that they have the opportunity to review such material by affixing the unit member'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 unit member also will have the right to submit written responses and documented evidence supporting and/or contesting such material. Duplicate copies of letters or materials sent to the unit member will be filed without the unit member's signature.

C. TERMINATION RIGHTS

Upon termination of a unit member's employment, no documents and/or other material shall be placed in the unit member's personnel file unless it related to the termination of the unit member's employment.

D. DISCIPLINE AND DISCHARGE

Disciplinary actions against bargaining unit members may include oral reprimand, written reprimand, suspension and discharge, and shall normally be progressive in nature; however, such disciplinary measures shall be consistent with the severity of the offense. No employee shall be disciplined and/or professionally criticized in front of students, parents, other employees, or member of the public. No employee shall be disciplined and/or discharged without just cause. In the case of any disciplinary action greater than an oral reprimand, the employee shall be notified in writing of the action and the reason for such action.

All employees shall have the right of representation during matters of discipline and/or discharge. An employee will have a right to due process during any investigation, which

will be presented to the bargaining unit member within a reasonable timeframe unless the investigation is conducted by a law enforcement, social services, or other similar agency.

The employee may appeal an issue related to discipline and/or discharge pursuant to the administrative appeals process established in the Education Article of the Annotated Code of Maryland. For an employee who receives a suspension of five (5) or more days, or who is discharged, and who requests an evidentiary hearing, the Board shall grant a hearing. If the employee is being represented by CASE/MSEA, then the Board shall present a list of at least three (3) approved hearing examiners who meet the criteria contained in section 6-203 of the Education Article, Annotated Code of Maryland. CASE/MSEA may submit the name of a qualified hearing examiner who will be included in the list. CASE shall have the right to strike names from the approved list of hearing examiners so long as two (2) examiners remain on the list.

Employees may petition the Superintendent to expunge disciplinary materials such as written reprimands from their personnel file under the condition that the employee has completed a minimum of four years of satisfactory performance in the area causing the disciplinary action. Each case will be considered on an individual basis. If the Board has reason to discipline an employee, it shall do so in a manner that will not embarrass the employee before other employees or the public.

ARTICLE 7 – JOB SECURITY AND TRANSFERS

A. PROBATIONARY PERIOD

All new unit members shall serve a probationary period of one (1) duty year, unless extended with notice, after the completion of which, they shall be elevated to the status of tenured unit member. The Superintendent may extend the probationary period for an additional ninety (90) duty days if conditions warrant such an extension.

Within the first thirty (30) days of an employee's probationary period, the immediate supervisor or designee will meet with the employee to discuss their job expectations and responsibilities. On or before the end of the probationary period, the immediate supervisor will recommend to the Superintendent that the employee be granted regular employment status, the employee's probationary period be extended, or that the employee be released from employment. Decisions to extend probation will be reviewed by Human Resources and will be delivered to the employee in writing before the completion of the probationary period. The Superintendent will make the final decision on an employee being released from employment.

At any time during the probationary period, a unit member may be terminated with or without cause and said termination shall not be subject to the grievance procedure of this Agreement.

B. VACANCIES

1. All unit member vacancies or new positions shall be advertised in writing. These positions may not be filled on a permanent basis before five (5) duty days from the date of the written advertisement, and not before all qualified candidates applying within those five (5) days have been considered.
2. In the event a new part time position (0.5 or less) is to be added to a current part time unit member's assignment, the posting requirements as described in Section B, 1 may be waived, provided that:
 - a. the current unit member voluntarily accepts the added position;
 - b. the new position is essentially the same in nature as the unit member's current assignment; and
 - c. there is no unit member on lay-off who can perform the required work.
3. Any unit member who submits a timely application for said vacancies or new positions shall be given preference, on the basis of qualifications, length of service and the best interests of the School System, over new hires and/or those not currently a member of the bargaining unit. This provision shall in no way infringe upon the Superintendent's authority under 6-201 of the Education Article to the Annotated Code of Maryland.

C. VOLUNTARY TRANSFERS

1. No later than March 1 of each year, the Board will provide all employees an opportunity to request a lateral transfer to a school or assistant position of their choice. Requests will be made, on a form provided by the Board, by March 15 of each year.
2. No later than April of each year, unit members who requested a transfer shall complete one (1) application for each requested position(s).
3. No later than April 15th of each year, the Board will provide an intention list to each cost center administrator indicating those unit members who desire a position to their cost center. Administrators will review and interview qualified candidates no later than July 15th of each year.
4. Cost center administrators shall initially use the voluntary transfer process to fill known vacancies occurring between May 1st through July 1st for the following school year. This provision shall in no way infringe upon the superintendent's authority under 6-201 of the Education Article of the Annotated Code of Maryland.

5. In determining which employee will be eligible to be interviewed for a voluntary transfer, the unit member must meet the following criteria:
 - a. has completed the probationary period;
 - b. has an effective evaluation;
 - c. the transfer does not conflict with the needs of the school system;
 - d. has not received written discipline in the last calendar year;
 - e. meets the minimal requirements of the job description.
6. If more than one qualified employee requests a transfer to a position, they will be interviewed in a consistent and fair manner.
7. If a request for a voluntary transfer is not granted, the unit member shall have the prerogative of discussing the request with the cost center administrator. The employee may request constructive feedback including notice of any deficiencies that prevented them from being transferred into the position.
8. If the unit member's request for transfer has been granted, the Board shall be under no obligation to consider a subsequent request for transfer for one (1) year of the effective date of the transfer unless the transfer is considered a promotion. A promotion is considered any increase in wages, rank, or status.

D. INVOLUNTARY TRANSFERS

Except as noted in this Article, where it is necessary to select a unit member for transfer where a transfer has not been requested, the Board shall transfer in accordance with the following procedures:

1. Volunteers shall first be sought from that work location from within the present clerical, assistants I and II, student support assistants, security monitors, paraprofessionals, and licensed practical nurse unit member's assignment affected. Any unit member who volunteers to become the involuntary transfer will be given the same consideration in determining reassignment as is given to involuntary transfers.
2. If there are no volunteers, the principal shall first select the employee within the present clerical, assistant I, assistant II, student support assistant, security monitor, paraprofessional, and licensed practical nurse in the affected category for the involuntary transfer.
3. If the unit member designated for involuntary transfer using the above steps is determined by the Board to be essential to the work location that must lose a unit member, the Board may skip said unit member and go to the next least senior unit member, when administratively possible.
4. Unit members designated as involuntary transfers shall be reassigned ahead of unit members requesting voluntary transfers, unit members returning from leaves of absence without pay, or new hires.

5. The employer shall make a list of all available vacancies or new positions by clerical, assistant I and II, student support assistant, security monitor, paraprofessional, and licensed practical nurse assignment and allow the most senior unit member declared as an involuntary transfer to make the first selection - from the appropriate clerical, assistants I and II, student support assistant, security monitor, paraprofessional, and licensed practical nurse assignment list. Assistants who have satisfactory service in the county as both assistant I and II shall be, at the unit member's option, placed on the involuntary transfer list for assistants I and II based on their seniority in each individual category. The unit member shall have one (1) business day to consider their selection.
6. A unit member who is to be involuntarily transferred shall have the right to meet with the Board representative who had made the decision. In the event that the unit member objects to the transfer at this meeting, upon request, the Superintendent or the Superintendent's designee shall meet with such unit members.
7. This provision shall in no way infringe upon the superintendent's authority under 6-201 of the Education Article of the Annotated Code of Maryland.

E. REDUCTION IN FORCE

The Board of Education of Carroll County retains the right to reduce its work force by reducing the number of employees. The reduction in force process will begin when there are more employees than positions in their category.

1. In any reduction of unit members necessitated as a result of budgetary actions and/or administrative reorganization, unit members shall be laid off from the clerical, assistant, paraprofessional, licensed practical nurse, and security monitor assistant assignment affected on the basis of seniority. When employees have the same hire date, the needs of the school system will determine which employees are laid-off.

Exception to this would be where the senior unit member who would be kept does not have the minimum requirements necessary to perform the remaining work within the affected unit member assignment.

In the event the minimum qualifications for any position are changed, the following procedure will be followed for unit member(s) not meeting the new qualifications by the effective date:

- a. Unit member(s) not meeting the minimum qualification will be identified by the Department of Human Resources.
- b. Unit member(s) identified by Human Resources will have the option of selecting the position of the least senior employee in the same classification who holds the position for which they qualify.

- c. If the affected unit member does not select the position of the least senior unit member, they are eligible for voluntary transfer as outlined in Section C.
 - d. If the affected unit member does select the position of the least senior unit member, the displaced unit member is eligible for voluntary transfer as outlined in Section C.
 - e. If more than one unit member is identified as not meeting new minimum qualifications for their current position, an equal number of the least senior employees in the same classification for which the affected members qualify will be identified by Human Resources.
 - f. The affected members beginning with the highest senior unit member may select a position from the positions identified in “e” of this Section. The procedures then follow as outlined in “c” and “d” of this Section.
 - g. A member shall not receive a promotion as a result of a reduction in force. A promotion is considered any increase in wages, rank, or status.
2. Unit members laid-off pursuant to paragraph 1 shall be placed on a recall list for their clerical, assistant, paraprofessional, licensed practical nurse, and security monitor assistant assignment for a period of two (2) years.
 3. While a lay-off continues, no new unit members will be hired into any clerical, assistant, paraprofessional, licensed practical nurse, and security monitor assistant assignment, except in the unique circumstances where: (a) no unit member on lay-off is qualified to fill a vacant position, or (b) all qualified unit members decline the offer to fill the vacancy.
 4. All unit members on lay-off shall be notified of any vacancies in clerical, assistant, paraprofessional, licensed practical nurse, and security monitor assistant assignments within five (5) calendar days in advance of the closing deadline for determining whether they wish to exercise recall rights. If a unit member elects not to return to a vacancy with the clerical, assistant, paraprofessional, licensed practical nurse, and security monitor assistant assignment they previously worked in prior to lay-off (unless the employee is unable to perform the minimum requirements of the vacancy), said unit member will waive all further recall rights. If a unit member elects not to accept a vacancy in a different clerical, assistant, licensed practical nurse, and security monitor assistant assignment, for which they are qualified, said unit member may still remain on the recall list for their previously assigned unit member assignment. An individual who is offered recall must indicate to the Department of Human Resources, in writing, within five (5) duty days whether or not they accept the position offered and must be available for return to duty within 15 calendar days.
 5. In recalling laid-off unit members, employees on the recall list for the clerical, assistant, paraprofessional, licensed practical nurse, and security monitor assistant assignment in

which a vacancy exists shall be recalled in the order of their seniority by last assignment. If qualified, employees on the recall list will be offered a position in a different category when no other employees are left on the recall list from that previous category.

6. The Association will be notified when all employees are placed in new positions and/or when there are no longer any names remaining on the recall list.

F. EMPLOYEE EVALUATION

Unit members who have successfully completed the probationary period shall be evaluated at least once every two (2) years prior to May 15. Unit members who have successfully completed the probationary period and receive an overall "ineffective" on an evaluation will be evaluated during the next duty year.

Unit members who transfer from one school or cost center to another within the school system or from one position category to another (e.g. assistant to clerical) will be evaluated during the first year in that new assignment.

Unit members who have not completed the probationary period shall be evaluated at least once each semester prior to December 15 and May 15.

1. All monitoring of the performance of an employee resulting in their evaluation shall be conducted openly and with the full knowledge of the employee.
2. Any unit member performing at an overall rating of "ineffective" shall be informed in writing and in a conference of the area(s) of weakness and given suggestions for improvement prior to the evaluation and in time for the employee to demonstrate improvement.
3. Evaluations shall be completed electronically on the current appropriate form located in the staff evaluation application in the CCPS web portal. Employees will have electronic access to their evaluations. Employees will be required to electronically "accept" the evaluation. Acceptance of the document does not necessarily indicate agreement. Employees will be given time during their duty day to review the evaluation before accepting it. Employee comments can be added and will become part of the electronic file. Completion of the evaluation shall be the responsibility of the building administrator or appropriate supervisor.
4. Any unit member who disagrees with their evaluation after it has been accepted may submit a rebuttal in writing which shall be submitted to the Department of Human Resources and made part of their personnel file. Written instructions will be provided to each employee on a yearly basis by the cost center administrator or designee. Training and/or assistance for this process will be made available by the cost center administrator or designee upon request.

5. Any alleged failure of the Board to follow the procedures in this section shall be subject to the grievance procedure.

G. DEFINITIONS

1. Seniority - Except for assistant's seniority shall be defined as service with the Board in the bargaining unit computed since the last date of hire. For assistants, overall seniority shall be defined as service with the Board in the bargaining unit computed since the last date of hire. For placement of assistants, categorical seniority will be calculated within the category of assistant I and/or II.
2. Calculation for Approved Leaves of Absence - Approved leaves of absence without pay shall not add to seniority.
3. Termination of Seniority Rights - A unit member shall lose seniority rights if they resign, is discharged and not reinstated, is terminated during their probationary period, is not recalled from layoff within twenty-four (24) months or is continuously absent due to illness or injury beyond their accumulated sick leave or approved leave of absence.
4. Assistant - An assistant assignment for the purpose of this Agreement shall fall into one of the following categories:

Assistant I -Head Start, EEP, County and Kindergarten;

Assistant II - Special Education, Prep and One on One, Gateway, Carroll Springs, Signing/Braille Interpreters, Assistants assigned to non-Title I Regional Schools, Assistants assigned to the Autism Program, Assistant assigned to a structured learning program;

Paraprofessional – Instructional Assistants assigned to Title I Schools.

H. RELOCATION OF PROGRAMS/STUDENTS

Unit Member(s) who are assigned to a program that is relocated (example: structured learning program) or to a student that leaves one location to receive services in another (example: special education student promoted from middle to high school) will follow the program or student. However, should a unit member choose not to relocate, said employee's assignment will be determined by the other appropriate articles in this Agreement.

ARTICLE 8 - LEAVES OF ABSENCE

A. GENERAL

1. The unit member shall notify the immediate supervisor in advance and as soon as reasonably possible of their pending absence in order that proper arrangements can be made to cover the unit member's duties.
2. All leave time taken shall be charged as one-half (1/2) or one (1) full day, except as described in #4 of this Article. Additional leave days shall not be granted for personal business on the duty days preceding and following school holidays, on the first duty day of the school year, or the final duty day of the school year, unless approved by the immediate supervisor.
3. Absence in excess of the maximum allowed under the aforementioned provisions will result in salary deduction on the following basis:
 - a. Ten-month unit members will have deductions at the rate of 1/185 for assistants or paraprofessionals, 1/194 for licensed practical nurses or 1/196 for clerical for each day of absence in excess of the number provided.
 - b. Twelve-month unit members will have deductions at the rate of 1/240 for each day of absence in excess of the number provided.
4. LEAVE BY THE HOUR:
 - a. When assistants, paraprofessionals, licensed practical nurses, and security monitor assistants are absent, it is usually necessary to hire a substitute replacement. Substitutes are hired at a minimum of a half-day; these unit members may take sick leave by the hour, if approved by the cost center administrator.
 - b. Employees who do not require a substitute replacement may be charged leave-by-the-hour under the following conditions:
 - i. Clerical employees may not take leave for less than one (1) hour.
 - ii. Clerical employees may take leave over one (1) hour in one-half (1/2) hour increments (1, 1.5, 2, 2.5, 3...).
 - iii. Clerical employees may not use more than two (2) types of leave in one day.
 - iv. All leave-by-the-hour requests must be pre-approved by the cost center administrator.

B. SICK LEAVE

1. Unit members will be granted one (1) day for each month of their contract year. The days granted will be available as of the first official day of the duty year of the agreement.
2. Sick leave may be accrued to the amount earned. Unit members shall be given a written accounting of accumulated sick leave days with each salary check.

3. The Board may require proof of illness if there is reasonable cause to believe that an absence is not due to a bona fide illness.
4. Family illness – accrued sick leave may be used to assist in the health care of person(s) who live in the employee’s household, or to care for a parent, spouse, child, or grandchild regardless of their residence or for other relatives requested in writing and approved by the Superintendent/designee prior to the leave. The Board may require proof of illness under the same requirements as the employee’s illness.
5. For days lost in excess of those allowed herein for sick leave, unit members will be granted one, non-compensatory sick day for each month of their contract year. The days will be available as of the first official day of the duty year of the agreement and shall not be carried over from year-to-year. These non-compensatory days will not be applied to the necessary waiting period for sick leave bank grants.
6. Newly created bargaining unit positions as outlined in article 1 (b) will be granted eight (8) days of sick leave per fiscal year. The days granted will be available as of the first official day of the duty year of the agreement.

C. PERSONAL LEAVE

1. Three (3) additional days per year shall be granted for personal business. Up to one (1) unused personal business day from the current school year will be carried over for a maximum of four (4) personal business days the following year. For two pilot years of 2022-2023 and 2023-2024, up to two (2) unused personal business days will be carried over for a maximum of five (5) personal business days the following year. Any remaining unused personal business days shall be added to accumulated sick leave at the end of the school year. Employees may not use more than three (3) personal business days consecutively.
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, unless approved in advance by the appropriate supervisor.

D. BEREAVEMENT LEAVE

In the case of death of persons defined below, an employee may receive leave for bereavement without loss of pay.

The use of bereavement days is allowed within one year of the death of the family member. Days are not required to be used consecutively. 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 include five (5) duty days for the death of a parent, foster parent, parent-in-law, child, step-child, grandchild, step-parent, spouse, domestic partner, sibling, daughter-in-law, son-in-law, or any member of the immediate household and three (3) days for the death of an employee’s grandparent, grandparent-in-

law, brother-in-law, or sister-in-law. Additional bereavement days may be approved, if that request is made in writing prior to the requested leave.

The Superintendent/designee may grant an extension of any bereavement leave for other relatives, friends, associates, or colleagues provided that the request is made in writing prior to the requested leave.

E. OTHER LEAVE:

1. Absence for the following reasons shall not be charged against the unit members leave in item B. or C. above and shall be granted with full pay:
 - a. Jury duty
 - b. Legal proceeding connected with the unit member's employment
 - c. Approved activities or other Board supported, work-related activities with prior approval by the immediate supervisor
 - d. Educational work-related conferences or workshops attended with prior approval by the immediate supervisor
 - e. Time used by members of the negotiating team to meet representatives of the Board

2. MATERNITY LEAVE

A request for maternity leave shall be made to the Board at least thirty (30) days prior to the date on which the leave is expected to begin except in the case of an emergency. The request shall include a notice from a physician certifying the pregnancy. Any unit member may continue in active employment as late into pregnancy as desired provided the unit member is able to properly perform required functions and the doctor permits work. All or any portion of a leave taken by the unit member during the period of medical disability shall be charged to available sick or other paid leave. Once a unit member is released by the physician, the unit member may use other types of unpaid leave or paid leave (personal business, annual leave, if applicable) with approval from the Department of Human Resources in accordance with the Family and Medical Leave Act (FMLA). Requests for FMLA must be made within 30 days of commencement of the unit member's leave for the birth of their child. Male unit members may use sick days during the period of medical disability for their spouse under A. 4.

While on unpaid FMLA, a unit member shall have the option to remain an active participant in the State Retirement System by contributing thereto the amount the unit member would have been required to contribute during the period of absence if paid when they return to work. The unit member shall continue participation in the Board's fringe benefit plan while on unpaid FMLA leave and pay the required employee contributions upon return to work status.

Following any FMLA period, the unit member may request a leave of absence.

3. Adoption leave - a unit member adopting a child shall be entitled, upon request, to a leave to commence at any time during the first year after receiving de facto custody of the child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.

F. EXTENDED LEAVES OF ABSENCE

1. A leave of absence without pay of up to two (2) years shall be granted to a unit member for the following reason:
 - a. Personal illness
 - b. Maternity or adoption
 - c. Child rearing within one (1) year of the date of birth or adoption of the employee's child
 - d. Study
 - e. Caring for a sick member of the unit member's immediate family
 - f. Other leaves of absence with approval of the Board
2. Military leave without pay shall be granted to any unit member who enlists in any branch of the armed forces of the United States for a period of said induction or initial enlistment.
3. All benefits to which a unit member was entitled at the time leave of absence commenced, including unused accumulated sick leave shall be restored upon the unit member's return, and the unit member shall be assigned to the same position which the unit member held at the time said leave commenced, if available, or if not, to a substantially equivalent position. All requests for extended leaves of absence, extensions or renewals of such leaves shall be made in writing and the Board shall make a written response to all such requests.

G WORKERS' COMPENSATION LEAVE

If an employee is absent from work as a result of personal injury occurring in the course of their employment, they will be paid their full salary for a compensable injury for a period not to exceed 90 duty days* and with no loss of fringe benefits. The absence will not be charged to the employee's accumulated leave. Any Workers' Compensation payment made for temporary disability due to said injury and applicable to the aforementioned 90 duty day period shall be endorsed over to the Board.

At the end of the 90 duty day period, if the employee continues on temporary total disability from Workers' Compensation, the employee may elect one of the following options:

1. The employee may elect to use their earned leave or sick leave, (if said leave time is available to them) during which period(s) they shall receive their full regular salary, less any amount paid as temporary disability under Workers' Compensation benefits

and not use any of their accrued sick leave. Workers' Compensation checks may be retained by the employee for those periods of time on annual leave.

2. The employee may elect to receive only Workers' Compensation disability payments and not use any accrued leave.

The employee is placed on a non-compensatory leave of absence once they elect to either receive only Workers' Compensation benefits or the employee has exhausted their own accrued leave. The employee can remain on a non-compensatory leave of absence for up to two (2) years. While on a non-compensatory leave of absence, the employee will not receive salary payments. Any Workers' Compensation payment for temporary disability due to the injury may be retained by the employee. During the ninety (90) duty day period, during the use of the employee's own leave and during the non-compensatory leave of absence (up to two [2] years), the Board agrees to continue paying its share of medical insurance premium during the period of disability.

**The 90 day period means 90 days per injury. If there is an aggravation of the same injury, and a temporary total award is reinstated, the employee is under the initial 90 day period. The employee does not begin a new 90 day period with the aggravation of a pre-existing compensable injury.*

All benefits to which a unit member was entitled at the time leave of absence commenced, including unused accumulated sick leave, shall be restored upon the unit member's return and the unit member shall be assigned to the same position which the unit member held at the time said leave commenced, if available, or if not, to a substantially equivalent position. All requests for extended leaves of absence, extensions or renewals of such leaves shall be made in writing and the Board shall make a written response to all such requests.

H. RELIGIOUS OBSERVANCE LEAVE

If the religious observance requires absence from work, an employee may use personal leave or leave without pay, provided that advanced approval from Human Resources is obtained.

I. CLASSIFIED EMPLOYEE SICK LEAVE BANK

1. The purpose of the Sick Leave Bank is to provide paid sick leave to the members of the bank.
2. All employees who earn sick leave are eligible to participate in the Sick Leave Bank. Participation is voluntary, but only contributors will be permitted to use the bank.
3. Three standing committees will be established:
 - b. Rules committee
 - c. Review/approval committee
 - d. Board of Education appeal committee

4. Specific rules concerning eligibility, enrollment, contributions, and use will be developed by the rules committee. This committee will also be responsible for periodic review of all rules and procedures.
5. Final appeal on all disputes will be to the Board of Education.

ARTICLE 9 - 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.

The parties agree that it is not practicable to provide health coverage immediately to the positions that are being newly added to the bargaining unit effective July 1, 2019. The parties wish to jointly study the situation with the goal of examining health care and other benefits options for these newly added employees. A committee consisting of four (4) CASE and four (4) CCPS members will meet at least every other month during the remainder of FY 2020 and FY 2021 to study and design a process for providing a flexible benefit options to the newly created bargaining unit positions as outlined in article 1 (B). Additional staff members, consultants, and/or representatives may be called by the committee to assist in this process. Cost for the operations of the committee and the experts retained by the committee will be covered by the Board. Any outside consultants will be jointly selected by CCPS and CASE, subject to proper procurement procedures by the Board. At each committee meeting the school system will provide an updated list of all employees and positions that are affected by this process. By the completion of FY 2021, the committee will submit a report to the CCPS Board and the CASE Board of Directors presenting its findings and recommendations. This topic will then be subject to the negotiations process. After the completion of the negotiations process, the committee will continue to meet as needed until the committee deems their work is completed.

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 the 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.

TRADITIONAL DENTAL		
NO DEDUCTIBLE 100%**	PER PERSON PER CALENDAR YEAR DEDUCTIBLE* 80%**	PER PERSON PER CALENDAR YEAR DEDUCTIBLE* 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 Periodontics 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 expenses.

B. BASE RATES

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. The Board shall provide DENTAL INSURANCE as described in the Health Benefits Program, to employees (who are paid for more than twenty (20) hours per week) fully paid by the Board. If the employee chooses to cover dependents under said plan, the cost of such coverage shall be paid by the employee.
- F. 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.

Voluntary Vision Plan	
Benefit	In Network (Member Pays)
Benefit Period	12 Months; covers one exam and one pair of glasses or one contact lens benefit
Eye Exam	\$10 Copay
Frames	\$0 Copay (up to \$130 allowance)
Lenses:	
Single	\$20 Copay
Bifocal	\$20 Copay
Trifocal	\$20 Copay
Standard Progressive	\$70 Copay
Conventional Contact Lenses or Disposable Contact Lenses	Up to 4 boxes from the allowed selection; \$125 allowance for non-selection

- G. 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.
- H. 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.
- I. 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.
- J. The Board shall offer the option of a Health Care Savings Account (HSA) to unit members.
 - 1. Members and enrolled family members who select the HSA medical plan will be enrolled in a catastrophic medical plan that picks up coverage after the HSA deductible is met.

2. The Board pays 95% of the catastrophic medical premium rate for all levels of coverage for members who select the HSA.
3. The Board will contribute to members' HSA, thirty-five percent (35%) of the plan deductible for each level of coverage it offers.
4. Members who select the HSA medical plan may contribute to their HSA, through payroll deductions, additional funds up to the IRS limit.
5. A detailed listing of HSA benefits can be found in the plan summary document.

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

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

Plan Feature	In-Network	Out-of-Network
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% and \$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 Physicians - Plan pay 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

Plan Feature	In-Network	Out-of-Network
Mental Health and Substance Abuse Benefits		
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 10 - EDUCATION/TRAINING

A. EDUCATION CREDITS

A program shall be established by the Board for all unit members covered under this Agreement to encourage and further their education.

The Board shall reimburse any unit member up to two thousand five hundred and twenty dollars (\$2,520) per fiscal year for courses that are pre-approved by Human Resources as courses that align with the curriculum or are needed by the unit member to maintain their current licensure and/or certification; or to obtain licensure or certification needed to enhance job skills that are directly related to their current position; or to maintain or obtain job skills directly related to their current position. 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.

B. WORKSHOP/TRAINING ACTIVITIES

All unit members who are required to attend Board of Education sponsored workshops or training activities conducted beyond the normal duty day and or year will be reimbursed at their normal hourly rate upon the successful completion of the workshop/training activities.

C. ACADEMIC LEAVE OF ABSENCE

Upon approval by the Superintendent of Schools, sabbatical leaves shall be granted to unit members for the single purpose of obtaining educational credit or clinical work experience required for teacher certification or RN licensure subject to the following conditions:

1. Sabbatical leave shall be granted to a maximum of one (1) LPN and five other unit members at any one time for no longer than two (2) consecutive semesters.
2. Request for sabbatical leave must be received by the Director of Human Resources in writing on an approved form no later than May 1. Action will be taken within sixty (60) days of the request.

3. The unit member must have completed at least five (5) full school years of service in the Carroll County Public School System.
4. A unit member on sabbatical leave shall be paid by the Board at fifty (50) percent of the salary rate which the unit member would have received if the employee had remained on active duty, provided that the unit member agrees to return to the employee's employment in the Carroll County Public School System for a period of no less than twice as long as the sabbatical leave in either the position the unit member held prior to the leave or an RN or teaching position.
5. Upon return from sabbatical leave, the unit member shall be placed on the appropriate salary schedule at the level which the unit member 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 11 - TRAINING

A. Unit members who may be required to use new equipment or software or re-train for existing equipment or software shall be properly trained to use the equipment or software. Such training shall be dependent on available funds and/or a training program provided by the equipment or software manufacturer.

B. **IN-SERVICE**

Unit representatives and appropriate Board of Education staff shall design and implement a day of in-service activities for all members. An advisory committee comprised of a representative from each job function from CASE and representatives from the Board's Staff Development Department will recommend the format, topics, and schedules to the Superintendent for final approval. The Board of Education will collaborate with CASE to design specific professional development opportunities for office clerical staff.

ARTICLE 12 – ANNUAL LEAVE

All twelve (12) month clerical unit members shall earn annual leave at the rate of sixteen (16) days per duty year up to and including the fourth duty year. Beginning with the fifth duty year and continuing thereafter, the unit member shall earn twenty-one (21) days per duty year. By mutual agreement, the unit member can be compensated for unused annual leave. This annual leave for which the unit member can be compensated cannot exceed the total number of days available less five (5) days.

Unit members will be able to accumulate and carry over annual leave as of July 1 of any year with the following limitations:

- Those persons earning annual leave at the annual rate of twenty-one (21) days shall not have an annual leave balance exceeding thirty-five (35) days as of any July 1.

- Persons earning annual leave at the annual rate of sixteen (16) days shall not have a leave balance exceeding twenty-five (25) days as of any July 1.

- After July 1, it is possible that the annual leave balance might exceed thirty-five (35) or twenty-five (25) days, but must be reduced to the required level by the succeeding July 1.

ARTICLE 13 - RETIREMENT BENEFITS

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 a 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 retirement or death.

***Note:** For sick leave payoff purposes, an employee's average daily rate will be calculated on the average of the employee's annual salary for the last three years of service divided by 1/185 for assistants, 1/194 for LPN's, 1/200 for 10 month clerical employees, and 1/240 for 12 month clerical employees. If an employee has been employed less than five (5) years with the Board of Education of Carroll County, the pay will be based on one-half (1/2) of the employee's average daily rate.

The following criteria must be met to qualify for sick leave payment:

1. Unused accumulated sick leave applies to that leave which has been earned while the unit member has been employed by the Board of Education of Carroll County.
2. Unused sick leave payment is to be provided to the unit member only when they have completed all requirements to become a retiree and draw a retirement allowance in accordance with the provisions of the Maryland State Retirement and Pension System.
3. Unused sick leave payment does not apply to Deferred Service Retirement.

ARTICLE 14 - EMERGENCY SCHOOL SYSTEM CLOSINGS

In the event Central Office and school offices have been closed for an emergency reason by the Superintendent, unit members shall not be required to report to work. No leave of any type will be reduced to cover such unit member's absence, nor will any loss of pay be incurred. If unit members are requested to work on such days, they shall be compensated at straight time for all hours worked on such days up to the 5th hour worked, and for time and one-half for all hours worked in excess of 5. The compensation for work on such day shall be in addition to the unit member's regular daily rate of pay.

The work day for all assistants, paraprofessionals, and licensed practical nurses on days of delayed openings or early closings shall begin no earlier than thirty (30) minutes before the students' starting time and end no later than thirty (30) minutes after the students' dismissal time.

ARTICLE 15 – SALARIES

For FY23, all salary scales (including the Student Support Assistant and Special Education Support Personnel Scales) in effect for FY22 will be increased by 3.0% for FY23. Employees will not receive a step increment for FY23.

In addition for FY23, all employees shall receive a one-time bonus equal to 2.5% of the employee's salary. The one-time bonus shall be paid in two equal installments of 1.25%. The first installment will be paid in the first pay in November 2022. The second installment will be paid in the first pay in April 2023.

- A. Eligible employees shall receive add-ons and lane changes at the beginning of the agreement year.
- B. By state statute the Board of Education shall establish the entry level for all new unit members. Incremental movement on the salary schedule shall be based on an effective evaluation following the unit member's probationary period. Unit members who receive a needs improvement or unsatisfactory evaluation shall be frozen on step for one (1) duty year.
- C. Unit members who have received an effective evaluation shall receive increment credit based on their date of hire.

July 1 - November 15 = 1 year credit
November 16 - February 28/29 = .5 year credit
March 1 - June 30 = no credit

An employee whose date of beginning employment is November 15, or February 28/29, shall receive incremental credit as noted above, even if that date falls on the weekend.

- D. Clerical unit members shall be compensated two hundred dollars (\$200.00) for earning an advance certificate from an accredited institution for training that relates directly to the unit member's current assignment.

Interpreter Assistants who obtain certification in interpreter services from an accredited Institute of Higher Education (IHE) shall be compensated six hundred (\$600.00).

Instructional Assistants who qualify as a Paraprofessional shall be compensated three hundred dollars (\$300.00). An official score on the ParaPro Assessment or transcript must be submitted showing the degree, credits, or the completed assessment.

Unit members shall be compensated three hundred dollars (\$300.00) for an earned Associate of Arts Degree and six hundred dollars (\$600.00) for an earned Bachelor's Degree.

An official certificate or transcript must be submitted showing the degree or program completed.

- E. In the event of a salary error, neither the Board of Education nor the unit member may claim salary adjustments for any more than the current fiscal year.
- F. Transfers or promotions within the unit from one salary schedule to another shall be made in such a manner that the unit member shall move to the lowest step on the new salary schedule so as he/she would receive no loss in annual salary by such a move. Nothing in this Article shall prevent the Superintendent of Schools from exercising his powers under Section 6-201(c) of the Public School Laws to appoint clerical and other educational support personnel.
- G. Registered nurses serving as LPN's shall receive a \$1,000 stipend to their annual salary.

ARTICLE 16 - 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; to determine the educational policies of the County School system; to prescribe rules and regulations for the conduct and management of the public schools in the Carroll County System; and to appoint and fix the salaries of all unit members.

ARTICLE 17 - SEVERABILITY

If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members is held to be contrary to law by a court of competent jurisdiction such provision or application will not be deemed valid and subsisting except to the extent provided by law, but all other provision or applications will continue in full force and effect. The parties will meet not later than fifteen (15) days after any such holding for the purpose of renegotiating the provisions affected.

ARTICLE 18 - PRINTING OF AGREEMENT

The cost of printing the ratified agreement shall be shared jointly between the Association and the Board. The Board agrees to place a copy of this agreement on their website.

ARTICLE 19 – IMPASSE RESOLUTION

The Board and the Association agree to comply with the impasse process as stipulated in Section 6-510 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 20 - DURATION

Unless otherwise provided herein, the provisions of this Agreement shall be effective as of July 1, 2022, and will remain in full force and effective until June 30, 2025.

Tentative Agreement
Three (3) year agreement. (2023-2024) – year two: (salary, health care, and CCPS and CASE will both select three (3) sub-articles to be reopened. (2024-2025) – year three: (salary, health care, and CCPS and CASE will both select three (3) sub-articles to be reopened. Full contract negotiations will occur for 2025-2026

IN WITNESS HEREOF, the parties hereunto set their hands and seal this 1st day of July 2022.

BOARD OF EDUCATION
CARROLL COUNTY

CARROLL ASSOCIATION OF
EMPLOYEES



Kenneth Kiler, President



Cindy Porter, President



Tara Battaglia, Vice President



Vicki Wagner, Vice President



Dr. Patricia Dorsey, Member



Sherry Mayne, Secretary



Marsha Herbert, Member



Susan Hudson, Treasurer



Donna Sivigny, Member



Emilie Tedeschi, Student Representative



Cynthia A. McCabe, Superintendent of Schools

2022-2023 CLERICAL SALARY SCALE

STEP	GRADE I	GRADE II	GRADE III	GRADE IV
1	\$16.36	\$17.11	\$17.92	\$20.29
1.5	\$16.52	\$17.28	\$18.08	\$20.49
2	\$16.69	\$17.46	\$18.24	\$20.68
2.5	\$17.14	\$17.85	\$18.67	\$21.12
3	\$17.60	\$18.24	\$19.10	\$21.56
3.5	\$17.92	\$18.67	\$19.53	\$22.02
4	\$18.24	\$19.10	\$19.96	\$22.48
4.5	\$18.67	\$19.53	\$20.43	\$22.97
5	\$19.10	\$19.96	\$20.90	\$23.46
5.5	\$19.53	\$20.43	\$21.39	\$23.97
6	\$19.96	\$20.90	\$21.88	\$24.48
6.5	\$20.43	\$21.39	\$22.39	\$25.02
7	\$20.90	\$21.88	\$22.90	\$25.56
7.5	\$21.41	\$22.41	\$23.46	\$26.15
8	\$21.92	\$22.95	\$24.02	\$26.74
8.5	\$22.02	\$23.06	\$24.13	\$26.87
9	\$22.12	\$23.16	\$24.25	\$27.01
9.5	\$22.58	\$23.61	\$24.70	\$27.39
10	\$23.04	\$24.06	\$25.15	\$27.77
10.5	\$23.07	\$24.09	\$25.17	\$27.79
11	\$23.09	\$24.12	\$25.19	\$27.82
11.5	\$23.18	\$24.19	\$25.26	\$27.91
12	\$23.27	\$24.27	\$25.33	\$28.01
12.5	\$23.73	\$24.74	\$25.80	\$28.45
13	\$24.18	\$25.20	\$26.28	\$28.90
13.5	\$24.39	\$25.41	\$26.47	\$29.11
14	\$24.60	\$25.62	\$26.67	\$29.32
14.5	\$24.68	\$25.71	\$26.77	\$29.42
15	\$24.77	\$25.81	\$26.88	\$29.51
15.5	\$24.88	\$25.91	\$26.98	\$29.63
16	\$24.99	\$26.01	\$27.08	\$29.75
16.5	\$25.10	\$26.11	\$27.17	\$29.84
17	\$25.20	\$26.21	\$27.26	\$29.94
17.5	\$25.87	\$26.88	\$27.95	\$30.60
18	\$26.53	\$27.55	\$28.63	\$31.25
12-Month: 240 days				
10-Month 196 days				
Method for calculation experience for initial placement on the salary scale shall be:				
July 1 -November 15th = 1 year credit				
November 16 - February 28/29 = .5 year credit				
March 1 - June 30 = no credit				

2022-2023 ASSISTANT SCALE				
STEP	Lane I	Lane IA - Security Monitor	Lane II	
1	\$15.72	\$16.30	\$16.79	
1.5	\$15.85	\$16.46	\$16.96	
2	\$15.99	\$16.62	\$17.13	
2.5	\$16.38	\$17.04	\$17.54	
3	\$16.77	\$17.45	\$17.94	
3.5	\$17.19	\$17.89	\$18.35	
4	\$17.61	\$18.32	\$18.76	
4.5	\$18.06	\$18.78	\$19.20	
5	\$18.51	\$19.24	\$19.64	
5.5	\$18.96	\$19.72	\$20.10	
6	\$19.41	\$20.20	\$20.56	
6.5	\$19.90	\$20.70	\$21.05	
7	\$20.39	\$21.21	\$21.54	
7.5	\$20.93	\$21.77	\$22.08	
8	\$21.48	\$22.33	\$22.62	
8.5	\$21.55	\$22.50	\$22.78	
9	\$21.63	\$22.66	\$22.94	
9.5	\$22.15	\$23.12	\$23.38	
10	\$22.67	\$23.58	\$23.82	
10.5	\$22.79	\$23.71	\$23.93	
11	\$22.91	\$23.83	\$24.04	
11.5	\$23.39	\$24.32	\$24.53	
12	\$23.87	\$24.80	\$25.02	
12.5	\$24.08	\$25.03	\$25.22	
13	\$24.29	\$25.26	\$25.43	
13.5	\$24.40	\$25.38	\$25.55	
14	\$24.51	\$25.50	\$25.68	
14.5	\$24.62	\$25.61	\$25.78	
15	\$24.72	\$25.72	\$25.87	
15.5	\$24.83	\$25.82	\$25.99	
16	\$24.94	\$25.93	\$26.10	
16.5	\$25.64	\$26.67	\$26.81	
17	\$26.35	\$27.41	\$27.51	

It is agreed that the term "years of service" shall mean years of service with the Board of Education of Carroll County or years of service with other educational institutions recognized as coming under the jurisdiction of the Maryland State Department of Education.

Method for calculation experience for initial placement on the salary scale shall be:

3

July 1 -November 15th = 1 year credit
November 16 - February 28/29 = .5 year credit
March 1 - June 30 = no credit

185 days

Lane II - Special Education Assistants assigned to Carroll Springs, Gateway, the BEST program, regional schools, the autism program, A STRUCTURED LEARNING PROGRAM, or who are responsible for signing or brailing.

2022-2023 PARA-PROFESSIONAL SCALE					
STEP	SALARY				
1	\$17.51				
1.5	\$17.69				
2	\$17.87				
2.5	\$18.26				
3	\$18.65				
3.5	\$19.08				
4	\$19.50				
4.5	\$19.93				
5	\$20.36				
5.5	\$20.83				
6	\$21.29				
6.5	\$21.77				
7	\$22.26				
7.5	\$22.80				
8	\$23.34				
8.5	\$23.62				
9	\$23.90				
9.5	\$24.21				
10	\$24.52				
10.5	\$24.62				
11	\$24.72				
11.5	\$25.22				
12	\$25.72				
12.5	\$25.93				
13	\$26.14				
13.5	\$26.24				
14	\$26.35				
14.5	\$26.45				
15	\$26.55				
15.5	\$26.67				
16	\$26.78				
16.5	\$27.48				
17	\$28.18				
It is agreed that the term "years of service" shall mean years of service with the Board of Education of Carroll County or years of service with other educational institutions recognized as coming under the jurisdiction of the Maryland State Department of Education.					
Method for calculation experience for initial placement on the salary scale shall be:					
July 1 -November 15th = 1 year credit					
November 16 - February 28/29 = .5 year credit					
March 1 - June 30 = no credit					
185 days					

2022-2023 LICENSED PRACTICAL NURSE SCALE

STEP	SALARY
1	\$19.06
1.5	\$19.24
2	\$19.43
2.5	\$19.92
3	\$20.40
3.5	\$20.97
4	\$21.53
4.5	\$22.01
5	\$22.50
5.5	\$23.09
6	\$23.69
6.5	\$24.28
7	\$24.87
7.5	\$25.49
8	\$26.11
8.5	\$26.11
9	\$26.11
9.5	\$26.11
10	\$26.11
10.5	\$26.11
11	\$26.11
11.5	\$26.69
12	\$27.26
12.5	\$27.26
13	\$27.26
13.5	\$27.26
14	\$27.26
14.5	\$27.38
15	\$27.50
15.5	\$27.96
16	\$28.43
16.5	\$28.64
17	\$28.85
17.5	\$28.97
18	\$29.09
18.5	\$29.19
19	\$29.29
19.5	\$29.39
20	\$29.48
20.5	\$30.18
21	\$30.89

It is agreed that the term "years of service" shall mean years of service with the Board of Education of Carroll County or years of service with other educational institutions recognized as coming under the jurisdiction of the Maryland State Department of Education.

Method for calculation experience for initial placement on the salary scale shall be:

- July 1 -November 15th = 1 year credit
- November 16 - February 28/29 = .5 year credit
- March 1 - June 30 = no credit

194 days

2022-2023 DIRECTOR'S SECRETARY SCALE						
Step 1	\$21.74					
Step 2	\$22.17					
Step 3	\$23.10					
Step 4	\$24.11					
Step 5	\$25.17					
Step 6	\$26.28					
Step 7	\$27.48					
Step 8	\$28.74					
Step 9	\$28.74					
Step 10	\$28.74					
Step 11	\$28.74					
Longevity						
after 11 years	\$0.95					
after 16 years	\$0.95					
after 21 years	\$1.90					
after 24 years	\$1.90					
after 26 years	\$1.90					
Method for calculation experience for initial placement on the salary scale shall be:						
July 1 -November 15th = 1 year credit						
November 16 - February 28/29 = .5 year credit						
March 1 - June 30 = no credit						
240 Days						

Student Support Assistant and Special Education Personnel scale:

For each year between FY23-FY25, each remaining lowest step will be removed from the following scale. By way of example, as of July 1, 2023, step D of the schedule will be removed. This process will be similarly repeated annually thereafter.

STEP	HOURLY RATE
D	\$14.11
E	\$14.78
F	\$15.45

Effective July 1, 2025, Student Support Assistants will be placed at step 1, lane 1 of the Assistant scale, in a manner to hold each employee harmless.