

# Master Agreement



**Between the**  
**Board of Education of Carroll County**  
**and the**  
**Association of Public School Administrators**  
**and Supervisors of Carroll County**  
**(APSASCCO)**

**July 2023 ~ June 2024**

## TABLE OF CONTENTS

Article		Page
I	Recognition/Definitions .....	1
II	Grievance Procedure .....	2
III	Maintenance and Standards .....	5
IV	Personal and Academic Freedom .....	6
V	Employee Evaluation .....	6
VI	Voluntary Transfers and Reassignments .....	7
VII	Involuntary Transfers and Reassignments .....	7
VIII	Promotions/Reduction in Force .....	8
IX	Protection of Employees .....	9
X	Personnel Employment .....	10
XI	Employment Assignment .....	11
XII	Association Rights, Privileges, and Responsibilities .....	11
XIII	Sick Leave and Other Temporary Leaves of Absence .....	12
XIV	Extended Leaves of Absence .....	17
XV	Academic Leave of Absence .....	19
XVI	Salaries .....	20
XVII	Travel .....	21
XVIII	Deductions from Salary .....	21
XIX	Insurance .....	23
XX	Tobacco-Free Workplace .....	27
XXI	Professional Development and Educational Improvement .....	27
XXII	Work Year.....	28
XXIII	General .....	28
XXIV	Ratification .....	29
XXV	Duration .....	29
	Signature Page .....	30
	Appendix A.....	31

This Agreement, entered into this 1<sup>st</sup> day of July, 2023, by and between the Board of Education of Carroll County, hereinafter called the "Board", and the Association of Public School Administrators and Supervisors of Carroll County/MSEA/NEA, 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 understandings which they desire to memorialize.

In consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE I

### A. RECOGNITION

The Board recognizes the Association as the exclusive official negotiating organization for all professional employees of the Carroll County Public Schools 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 specified in Title 6, Subtitle 4 of the Education Article of the Annotated Code of Maryland (1978).

### B. DEFINITIONS

1. The term employee, or Bargaining Unit member, when used hereafter in this Agreement shall refer to all employees represented by the Association as defined above, unless otherwise indicated.
2. The term 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.
3. The term "tenure" as used in this Agreement shall refer to the status in the system attained by professional employees:
  - a. after they have completed three (3) years of service under the Regular Contract in Carroll County and does not give employees property rights in any administrative or supervisory positions
  - b. if a professionally certificated employee in the bargaining unit achieved tenure in a local school system in Maryland prior to employment in the Carroll County Public School System, that employee shall be tenured in the CCPS System upon completion of all requirements set forth in Section 6-203(b)(3) of the Education Article and COMAR 13A.07.02.01.

4. The term “committee” when used in this Agreement refers to any committee, ad-hoc committee, workgroup, focus group or similar type group that is formed to examine issues that would materially or substantially impact the working conditions of members of the bargaining unit represented by the Association.
5. The term “Superintendent” when used in this Agreement means the Superintendent or designee.

## ARTICLE II

### GRIEVANCE PROCEDURE

#### A. DEFINITIONS

1. An “employee” is any professional person as defined above employed by the Board.
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 interpretation, meaning or application of any of the provisions of the Agreement.
3. An “aggrieved person” is the person or persons making the claim, or the Association on behalf of a bargaining unit member.
4. A “party of interest” is the person, persons, or Association making the complaint and any person who might be required to take action or against whom action be taken in order to resolve the complaint.
5. An “immediate supervisor” is that person having the most immediate supervisory and/or administrative responsibility for another employee.

#### 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 this Agreement as stated in A-2.
3. It shall be firm policy of the Board to assure each employee the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner in professional or employment status.

4. An employee 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 employees their constitutional rights or their rights under the laws of the state of Maryland.
6. The failure to proceed to the next step of the grievance procedure within the time limit set forth, unless the delay is by mutual agreement of the parties or caused by the Board or its personnel, 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

### INFORMATION LEVEL

An employee with a grievance will first discuss it with the immediate supervisor most directly concerned, the objective being a resolving of the matter informally.

### LEVEL ONE

- a. The employee may present a grievance directly to the immediate supervisor within twelve (12) duty days of the alleged act if the act is not resolved at the informal level. 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 of the Association.
- b. Within twelve (12) duty days of the receipt of the grievance, the immediate supervisor shall inform the employee of the decision and shall provide same with a statement in writing of the reasons for the decision.

### LEVEL TWO

- a. If the employee is not satisfied with the disposition of the grievance at Level One, within five (5) days of receiving the Level One decision, the employee may file the grievance in writing with the chairperson of the Association's Executive Council. Within twelve (12) duty days after receiving the written grievance, the chairperson of the Executive Council will present to the employee a written opinion stating the position of the Association concerning the grievance. The Association has the right to be present at all subsequent levels of the grievance procedure and to state its views.
- b. If the Association concluded in its written opinion to the employee that the grievance is without merit, the remaining levels of the grievance procedure will not be implemented for the particular grievance in question. Denial of use of the grievance procedure beyond this point shall in no way infringe on the rights of the individual to pursue the complaint by means other than the formal grievance procedure.

### LEVEL THREE

- a. If the Association determines in Level Two that the complaint of the employee has merit, the chairperson of the Executive Council will refer a written appeal of the grievance to the Superintendent/designee within twelve (12) duty days of its written notification to the employee. The appeal shall be in writing and shall set forth the grievance as stated in Level One. The appeal will include a statement by the Association, which shall set forth its reasoning for concurring that the grievance has merit. If a representative of the Association is requested by the employee to appear, the employee's name shall be designated in the written appeal.
- b. Within twelve (12) duty days of receipt of said appeal, the Superintendent/designee representative shall conduct a hearing. This aggrieved employee and the representative shall be given at least five (5) duty days' notice of the hearing date and place.
- c. The immediate supervisor of the employee who rendered a decision at Level One shall be given notice and the opportunity to be present and participate in the hearing.
- d. Within twelve (12) duty days of the hearing the Superintendent or designee shall inform the employee of the decision and shall provide the employee with a statement in writing of the reason for the decision.

### LEVEL FOUR

- a. In the event the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision is rendered within twelve (12) duty days after the employee has met with the Superintendent/designee, the employee may file with the Executive Council a written request for continuance of the grievance procedure, within twelve (12) duty days after a decision by the aforesaid Superintendent/designee or twelve (12) duty days after the employee has first met with the Superintendent/designee, whichever is sooner.
- b. Grievances involving questions of interpretation of the clauses of the Agreement may be submitted to binding arbitration but in no event shall any arbitrator have the power to pass any award which will in any way deprive the Board of any of its powers delegated by law nor may such arbitrator pass any monetary awards which would require the Board to go beyond the budget in existence at the time the grievance arises.
- c. Within twelve (12) duty days after such written notice of submission to arbitration, the Superintendent and the Executive Council will attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator except as hereinbefore limited.

- d. The arbitrator so selected will confer with the representatives of the Superintendent and the Executive Council and hold a hearing promptly and will issue a decision not later than thirty (30) calendar days or the time limit set forth by the rules of the American Arbitration Association from the date of the close of the hearing or, if oral hearings have been waived, then from the date final statements and proofs are submitted to the arbitrator. The arbitrator's decision will be in writing and set forth the finding of fact, reasoning and conclusions on the issues submitted. The arbitrator will 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.
- e. 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. GENERAL PRINCIPLES

1. If, in the judgment of the Executive Council a grievance affects a group or class of employees, the Executive Council may submit such grievance in writing to the Superintendent directly and the proceeding of such grievance will commence at Level Two.
2. All documents, communications and records dealing with the proceeding of a grievance will be filed separately from the personnel files of the employees.

### ARTICLE III

#### MAINTENANCE AND STANDARDS

- A. General conditions of employment shall be maintained at not less than the highest minimum standards in effect at the time the Agreement is signed, provided that such conditions shall be improved for the benefit of employees as required by the express provisions of this Agreement. The Agreement shall not be interpreted or applied to deprive employees of professional advantages heretofore enjoyed unless expressly stated herein.
- B. 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 federal, state and local health departments will be followed; in the event of any conflict among such guidelines, the Board will defer to local health department guidelines.
  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.

## ARTICLE IV

### 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. Each employee will be entitled to full rights of citizenship, and no religious or political activities of any such employee or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such person.
- C. In order to protect employees against the infringement of pressure groups while the rights of pupils to study and discuss significant issues in an objective atmosphere are assured, the Superintendent or designee may organize an ad hoc committee composed of teachers, lay persons, students, school administrative and central office staff personnel whose responsibility it will be to review complaints regarding program and make recommendations for procedures to be followed.

## ARTICLE V

### EMPLOYEE EVALUATION

- A. Unit members not specified under Education Article, *Annotated Code of Maryland*, and applicable Code of Maryland Regulations (COMAR) shall be evaluated at least once (1) every two (2) years prior to July 1.
- B. Unit members specified under Education Article, *Annotated Code of Maryland*, and applicable Code of Maryland Regulations (COMAR) shall be evaluated by a process administered by the Board of Education in compliance with the Maryland Education Article, *Annotated Code of Maryland* and applicable Code of Maryland Regulations (COMAR).
- C. PERSONNEL FILES
  - 1. A personnel file will be maintained in the Human Resources Office of the Board of Education. Employees will have the right, upon request, to review the contents of their personnel/supervisor file, and to receive a copy of any document contained therein, excluding letters of recommendation. Employees will be entitled to have a representative of the Association accompany them 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 personnel/supervisor file unless the employee has had an opportunity to review such material. The employee will acknowledge the opportunity to review such material by signing the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof.



3. An employee will have the right to submit a written answer to such material and the answer will be reviewed by the Superintendent and attached to the file copy. Duplicate copies of letters or materials sent to the employee will be filed without the employee's signature.

## **ARTICLE VI**

### **VOLUNTARY TRANSFERS AND REASSIGNMENTS**

- A. The Superintendent will give a notice of assignment to employees as soon as practicable, but not later than July 1.
- B. An employee who desires a change in assignment or who desires a transfer to another position may file a written statement of such desire with the Superintendent not later than May 1. Such statement will include the position(s) to which the employee desires to be transferred, in order of preference.
- C. In the determination of a request(s) for voluntary reassignment and/or transfer, the wish of the individual employee will be honored to the extent that it does not conflict with the instructional requirements and best interests of the school system. In making such determination, and when all other factors are substantially equal, an employee on tenure will be given preference; and length of service in the Carroll County School System will be a seriously considered factor.
- D. If an employee's request for a voluntary transfer has been granted, the Board will 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 a vacancy exists and the employee's request for a voluntary transfer has not been granted, the employee shall have the prerogative of discussing this with the Superintendent or his designee. Upon request, the employee shall be given a written statement on the reason(s) why the transfer was not granted.
- F. When for the good of the Carroll County School System a principal or other member is reassigned in order that the employee's special ability can be utilized in a different situation (i.e., opening of a new school), this principal's or member's salary will be maintained at no less than the maximum level that would have been enjoyed had the employee not been reassigned.

## **ARTICLE VII**

### **INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

- A. Notice of an involuntary transfer or reassignment will be given to an employee as soon as practicable, and except in cases of emergency not later than June 30.

- B. An employee's area of competence, length of service and the best interests of the school system will be considered in determining which employee is to be transferred or reassigned. Employees shall not be transferred without consent solely for the purpose of making open a position for another employee being involuntarily transferred.
- C. In the event that an employee objects to an involuntary transfer or reassignment, upon request, the Superintendent/designee will meet with the employee. The employee may opt to have an Association representative present at all such meetings.
- D. A list of positions possible for the employee to be transferred will be made available in order that the employee may indicate any preference.

## **ARTICLE VIII**

### **PROMOTIONS**

- A. Vacancies for Unit II administrative and supervisory positions will be publicized by the Department of Human Resources.
- B. In all situations of posting of such positions, the qualifications for the position, the duties and the basis for compensation will be stated. In filling such vacancies, and when all other factors are equal, preference will be given to qualified persons already employed by the Board and length of service in the Carroll County School System will be a seriously considered factor. If the employee does not receive the position, upon request the employee shall be provided with a written statement of the reason(s) therefore.
- C. At the Superintendent's discretion, the termination date for receipt of applications may be extended with such notification being given to those who have already applied.
- D. For all Unit II administrative and supervisory positions, a screening and interview committee shall be formed. The committee will be constituted by the Superintendent.

### **REDUCTION IN FORCE**

- A. To address any reduction in staff, CCPS seniority in the A & S bargaining unit and qualifications, experience, and certifications will determine the order by which employees are transferred or reassigned. For reassignments and in regard to salary, see Article VI – Voluntary Transfers and Reassignments, Item F.
- B. No tenured unit member will be reduced in force until all non-tenured, rehired retirees, or conditionally certificated unit members have been separated from the unit.
- C. Prior to any reduction in force, the Board will provide as much advance notice as is reasonably possible to the Association prior to the effective date of any such reduction in force.

- D. Unit members who have been separated from employment or the bargaining unit due to a reduction in force shall be placed on a recall list for two (2) years. Unit members shall be recalled in the order they were reduced in force.
- E. Unit members who have been reduced-in-force shall, upon recall to the unit, have their seniority, longevity and other benefits restored.
- F. In the event that a unit member is separated from employment due to a reduction-in-force, the affected unit member will receive insurance coverage for three (3) months, with the affected unit member paying the active employee rate. After three (3) months, the unit member may elect to continue insurance coverage in accordance with COBRA.
- G. Prior to implementing a furlough plan, the Association and the Board shall meet to negotiate the impact on the bargaining unit. This meeting shall take place no later than thirty (30) days prior to the planned date of such a furlough.

## **ARTICLE IX**

### **PROTECTION OF EMPLOYEES**

- A. The Board assures employees that it shall put its full support behind the discipline procedures and policies hereinafter recommended and 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 will be enforced fairly and consistently without favoritism due to race, religion, color, national origin, age, gender, sexual orientation, marital status, or disability.
- B. In any case of an assault by a student or an employee causing injury for which worker's compensation and/or medical bills are paid, the Board shall pay the employee's regular salary during the period of compensable disability as determined by the Worker's Compensation Commission not to exceed five (5) years, provided the employee gives the Board all allowances received from worker's compensation and long-term disability insurance payments provided through Board coverage because of the injury and waives all medical bills after that date.
- C. Employees shall not be used to search for bombs or other explosives.
- D. In case of an assault initiated by a student, or a non-student on school property, on an employee while in the scope of employment causing damage to personal property - such as clothing - the Board shall make equitable financial adjustment with the employee not to exceed \$500.00 or the amount of the employee's deductible under any insurance policy maintained by the employee covering the loss, whichever is the lesser amount.
- E. The Board does not require any employee to transport pupils in a private vehicle.
- F. When complaints and/or concerns originate within the school system, and are reported directly to a central office administrator, such complaint or concern shall be brought to the

attention of the appropriate person for resolution or disposition as quickly as possible provided, however, that if a complaint or concern is made against an employee, the complaint or concern shall be brought to the employee's attention.

- G. All employees shall have the right of Association representation during meetings which could potentially lead to discipline.
- H. In general, the Board practices progressive discipline. The type of discipline is determined by the severity of the offense, the employment history of the employee, the impact on the employee's ability to perform the job duties effectively, the impact on the teaching and learning environment, and other factors as determined by the Superintendent or designee. The Board agrees that discipline shall be administered in as timely a manner as permitted under the circumstances.

## **ARTICLE X**

### **PERSONNEL EMPLOYMENT**

- A. All presently employed persons will receive longevity credit 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, (d) National Teachers Corp (f) Fulbright Scholarship.
- B. An employee leaving service to engage in any of the above-mentioned reasons will receive, upon returning to service, any benefits for allowable credit.
- C. Employees on leave for reasons listed in A will have previously accumulated unused leave days restored for credit upon returning to service.

#### **D. CERTIFICATION**

1. Information shall be available at all times to enable the employee to ascertain their certification status.
2. The Board will notify each employee, by the end of the current school year, whose certificate expires as of July 1 of that year, but failure to receive such notification will not remove from the employee the responsibility to meet any and all renewal requirements.
3. If an employee is required to take additional courses to fulfill certification requirements, the program of study will be determined in consultation with the appropriate certification officer.
4. Employees shall be kept informed concerning any general changes in certification policies or requirements.

## **ARTICLE XI**

### **EMPLOYMENT ASSIGNMENT**

- A. Except in an emergency, an employee will be given notice of any assignment changes for the forthcoming year not later than July 1. In the event that a change in such assignment(s) is proposed after the above date, any employee affected will be notified promptly in writing and upon the request of the employee; the change will be promptly reviewed by the Director of Human Resources. If the employee is still dissatisfied, the change will be reviewed by the Superintendent or designee and the employee involved.
- B. In arranging schedules for an employee who is assigned to more than one (1) school, every effort will be made to limit the amount of inter-school travel. Each person will be notified of any changes in schedule as soon as practicable.
- C. An employee who is assigned to more than one (1) school will be reimbursed for all such travel. For the purpose of establishing reimbursement for mileage, the home school will be that school in which the employee is assigned the greatest amount of time. In the event the amount of time is equal between two (2) or more schools, the home school assignment will be the one closest to the employee's residence. When mileage on any given day exceeds the distance to and from the base school, the employee will be reimbursed at the negotiated rate per mile for excess mileage as specified in Article XVII, Section 4.

## **ARTICLE XII**

### **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 member.
- B. The following Association officers and/or representatives will be identified by the Association no later than the first day of school each year:
  - 1. President
  - 2. Members of Executive Committee
  - 3. Others (Committee Chairman, etc.)
- C. The Board will, upon request, provide the Association with pertinent information, which will assist them in developing intelligent, accurate, and informed responses on behalf of the unit.
- D. The Association will be provided with copies of minutes of official Board meetings as soon as possible after such meetings. A copy of the official agenda of the meeting will be given to the Association prior to said meeting.
- E. The Association will have the right to use the school buildings and shall comply with the existing Board "Use of Facilities Policy." It is understood that the Association falls under Section V of said policy.

- F. Inter-school mail facilities and work email accounts can be utilized by the Association for the distribution of newsletters, flyers and other non-bulk materials to its bargaining unit members. Any materials for distribution will be placed in the school mailboxes at the Board office by the Association. Such material will be addressed to Association members for distribution in the school. As long as facilities are adequate, such material can be distributed by this means.
- G. The Association officers will 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. During the first week of each quarter of the school year the Board will furnish the Association the name, position classification, home and work site address where the employee receives interoffice mail or United States mail, home and work site telephone numbers, personal cell phone numbers, and work email addresses.
- I. The wearing of pins or other identification of membership in the Association is acceptable.
- J. The rights and/or privileges granted to the Association in this Article and Agreement will not be granted to any other employee's group or organization during the term of this Agreement.
- K. The Board will provide ten (10) Administrative Leave Days per school year for the Association to draw upon for the purpose of conducting Association business. The president of the Association will be responsible for verifying that the leave will be used for this purpose and will provide advance notice to the Superintendent when such leave is to be used. The Association may request extra days with a written explanation/rationale for those days.
- L. The Board shall release from duty without loss of pay or fringe benefits the officers and directors of the Association who are delegates to the Maryland State Education Association Convention. A list of the Union's delegates will be submitted to the Superintendent at least one week in advance of the convention. No more than one delegate per school or office will be released at the same time.

## **ARTICLE XIII**

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

- A. SICK LEAVE
  - 1. An employee will be granted one (1) sick day for each month of the contract year. The days granted will be available as of the first official day of the school year or the contract, whichever is applicable.
  - 2. The leave may be accumulated to the maximum amount earned.

3. If a member is absent for more than five (5) calendar days and/or there is reasonable cause to believe that an absence is not due to a bona fide illness, the member may be required to present a doctor's certificate prior to returning to work.
4. Family Illness Leave – Accrued sick leave may be used each year to assist in the health care of persons who live in the employee's household, or to care for a parent, spouse or child 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. 10-Month Employees Summer Work – when it is necessary for the Board to assign 10-month employees to work in summer programs, the Board and Association will meet to come to terms on adjusting sick leave appropriately for those employees.

#### B. PERSONAL BUSINESS LEAVE

1. Three (3) days per year will be granted for personal business.
2. During four (4) pilot years (2020-21, 2021-22, 2022-23 and 2023-24), an employee may accumulate up to five (5) Personal Business Leave Days; however, an employee may not use more than three (3) Personal Business Leave Days consecutively, unless approved by the employee's supervisor.
3. Unused personal leave days beyond the maximum allowed under subparagraphs ~~1 and 2~~ above will be added to accumulated sick leave at the end of each school year.

#### C. BEREAVEMENT LEAVE

1. In the case of death of persons defined below, employees shall, upon request, 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.
2. For purposes of this Agreement, the bereavement period will run five (5) duty days for the death of a parent, foster parent, step-parent, parent-in-law, child, step-child, grandchild, 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 grandparent, grandparent-in-law, brother-in-law or sister-in-law.
3. The Superintendent/Designee may grant bereavement leave for other relatives provided that the request is made in writing prior to the requested leave.

- D. All time taken shall be charged as one-half (1/2) or one (1) full day.

- E. Additional leave days will not be granted for personal business on the days preceding and following school holidays or the final day of school, except in an emergency, to be determined by the appropriate personnel.
- F. Employees must notify the appropriate personnel as far in advance as possible of their pending absence in order that proper arrangements can be made to cover their duties.
- G. Absence from duty at assigned position for the following reasons shall not be charged against employee leave accounts:
  - 1. Time necessary for appearance in any legal proceeding connected with their employment
  - 2. When called to jury duty
  - 3. Approved school/Board committees
  - 4. Approved inter-school visitations
  - 5. Educational conferences attended with prior approval by the appropriate personnel
- H. Deductions from earned salary for days lost in excess of those allowed under A. shall be made at the rate of 1/240 for 12-month employees, 1/212 for 11-month employees, and 1/200 for 10-month employees of the annual salary per excess day. Unit members will be granted one (1) excess sick day for each contract month. Unused excess sick days may not be carried over to the next contract year.
- I. Deductions from salary for days lost in excess of those allowed under B or C shall be made at the rate of 1/240 for 12-month personnel, 1/212 for 11-month personnel and 1/200 for 10-month personnel of the annual salary per excess day.
- J. For employees hired prior to July 1, 1997, employees will be paid for unused sick days in the following manner:
  - 1. 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.
  - 2. 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 employee's accumulated unused sick days up to a maximum of 250 unused days at their average daily rate\*.
  - 3. 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\*.
  - 4. 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.



5. 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.

**\*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 1/240 for 12-month, 1/212 for 11-month, and 1/200 for 10-month employees.

6. An unlimited number of accumulated sick leave days may be transferred into the Carroll County Public Schools from another school district within the State of Maryland provided there has been no break in continuous service.
7. The amount of sick leave conversion is to be given to the retiree when all requirements to become a retiree and draw a retirement allowance from the Maryland State Retirement System or the Maryland Pension System are completed.
8. Sick leave payment will not apply to vested retirement.
9. The pay out of sick leave is an incentive plan to reduce the use of sick leave while employed and not a severance payment upon retirement. The incentive payment will not reduce the number of sick leave days reported (to) the Maryland State Retirement or Pension Systems, unless such a reduction is mandated by the aforementioned systems.

#### K. 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 (3) 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.

## L. VACATION LEAVE

All eligible 12-month unit members accrue vacation leave at the rate of 1.75 days per month, 21 days per year. Days accrued in excess of forty (40) will be converted to sick leave effective September 1<sup>st</sup> each year. Use of vacation leave must be approved in advance by the unit member's immediate supervisor. Use of extended vacation leave (exceeding ten [10] consecutive duty days) must be approved by the Superintendent or designee. Upon separation from service, unit members will be paid up to an absolute maximum of forty (40) vacation days.

For Fiscal Years 2024, 2025, and 2026, all employees may sell back up to two unused annual leave days each year. Employees will make the decision in March and the payment for the days will appear in the final June pay. The Board agrees to share the data from the Sell Back Program with the Association so that it may be incorporated in future negotiations.

## M. Quarantine or Isolation

1. When an employee is required to quarantine or isolate under the direction of a health department, government entity or by the Board, the employee will be permitted to telework. In the event the employee is too ill to telework, the employee shall be placed on paid administrative leave until cleared to return to work.
2. Employees who are quarantined or isolated shall provide medical documentation which states the reason for the quarantine or isolation, the expected duration and an expected date of return to work.

## N. Family and Medical Leave Act (FMLA)

In connection with the implementation of, and in addition to the benefits provided under the FMLA, the Board agrees to the following:

1. Employees' paid leave time will count towards the required hours to qualify for FMLA.
2. The Board shall provide spouses, who are both employed by the Board, the full individual FMLA leave amount allowed by the FMLA.

## O. Religious Observation Leave

Upon request, employees shall be granted up to two (2) days per school year for observance of religious holy days where work on such days would make observance of their religion difficult or impossible, as verified by proper religious authorities. Employees shall make the request for the day(s) to their immediate supervisor by September 1<sup>st</sup> or the first duty day after September 1<sup>st</sup> if it falls on a weekend or holiday. Employees hired after September 1 must make their request within the first 30 duty days of their effective date. The day(s) shall be in addition to other contractual leave provisions.

## ARTICLE XIV

### EXTENDED LEAVES OF ABSENCE

- A. The Board agrees that up to two (2) employees designated by the Association will, upon request, be granted a leave 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 will be granted to any employee who joins the Peace Corps, VISTA, National Teacher Corps or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.
- C. Military leave without pay will be granted to any employee who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment.

#### D. MATERNITY LEAVE

- 1. A request for a non-compensatory 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 verifying pregnancy. Any employee may continue in active employment as late into pregnancy as desired provided the employee is able to properly perform required functions.
- 2. The leave of absence shall become effective on the last day of formal employment and may extend to a total of twelve (12) months. A request may be submitted to the Board of Education for an extension of this leave at the end of the first leave.
- 3. While on leave any employee shall have the option to remain an active participant in the State Retirement System by contributing thereto the amount said employee would have been required to contribute in the Board's fringe benefit plan while on leave provided the employee pays the entire cost of participation.
- 4. Before returning to duty, the employee may be required to present a doctor's certificate stating that she is able to resume her regular work.
- 5. Since maternity is treated as a temporary disability an employee who is expecting a child and plans to continue employment with the Board after the birth of the child may use earned sick leave to cover her absence. If sick leave is used, the employee is expected to return to her job as soon as her physician determines that she is physically able to do so. Such determination by the physician is required in writing.
- 6. Any employee adopting a child shall be entitled, upon request, to a non-compensatory leave to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody, in order to fulfill the requirements for adoption.

#### E. OTHER NON-COMPENSATORY LEAVES OF ABSENCES

1. A leave of leave of absence without pay of up to one (1) year will 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.
2. The Board will grant a leave of absence without pay to any employee to campaign for, or serve in public office.
3. After two (2) years of continuous employment in the Carroll County School System, an employee will be granted a leave of absence, without pay, for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.
4. Other leaves of absence without pay may be granted at the discretion of the Board, for good reason.
5. Upon return from leave granted pursuant to Section A, B and C of this Article, an employee will be considered as if actively employed by the Board during the leave and will be placed on the salary schedule at the level that would have been achieved if the employee had not been absent, provided, however, that time spent on said leaves will not count toward the fulfillment of the time requirements for acquiring tenure. An employee will not receive increment credit for the time spent on a leave granted pursuant to remaining sections of the Article with the possible exceptions of Section E, paragraph 4, to be determined by the nature of the leave nor will such time count toward the fulfillment of the time requirements for acquiring tenure.
6. All benefits to which an employee was entitled at the time the leave of absence commenced, including unused accumulated sick leave but not including credit toward sabbatical eligibility, will be restored upon return, and the employee will be assigned to the same position held at the time said leave commenced, if available or, if not, to a substantially equivalent position when such position becomes available.
7. All requests for extended leaves of absence, extensions or renewals of such leaves will be made in writing and the Board will make a written response to all such requests.

#### F. WORKERS COMPENSATION LEAVE

Whenever employees are 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 ninety (90) duty days\* and with no loss of fringe benefits, and no part of such absence will be charged to their accumulated personal, annual or sick leave.

\*The ninety (90) day period means ninety (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 ninety (90) day period. The employee does not begin a new ninety (90) day period with the aggravation of a pre-existing compensable injury.

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 employees are continued on temporary total disability from Workers' Compensation beyond the ninety (90) duty day period, these options shall be available to them:

1. The employees 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 Law. The employees may elect to receive only 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. When there is no other leave time available for employees to use they 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 employees will not receive salary payments. Any Workers' Compensation payment for temporary disability due to said injury may be retained by the employee.

## **ARTICLE XV**

### **ACADEMIC LEAVE OF ABSENCE**

Upon recommendation by the Superintendent of Schools, a sabbatical leave will be granted to a certified member of the Association 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 will be granted to a maximum of one (1) employee for every one hundred (100) employees or fraction thereof of the negotiating unit at any one time.
- B. Requests for sabbatical leave must be received by the Superintendent, in writing in such form as may be required not 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) will be paid by the Board at 50% of the salary rate which would have been received had the employee remained on active duty, provided that such employee agrees to return to employment in the Carroll County School System for a period no less than twice as long as the sabbatical leave.
- E. Upon return from sabbatical leave, an employee will be placed on the salary schedule at the level that would have been achieved had the employee remained actively employed in the system during the period of the absence.

**ARTICLE XVI**

**SALARIES**

For Fiscal Year 2024, a 5% Cost of Living Adjustment (COLA) will be applied to the salary scale. In addition, on January 1, 2024, employees in the following positions will receive additional salary as follows:

Assistant Principals	\$3,000 per year
Principals	\$5,000 per year

The salary add-ons referenced above are pensionable.

- A. Each employee will be paid 24 pays on a current basis.
- B. The initial placement of members on the salary schedule will follow the Superintendent’s procedures.
- C. 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.
- D. Employees who earn National Board Certification in the area corresponding with their respective job responsibilities shall receive a \$10,000 salary adjustment. That salary adjustment will continue as long as the applicable NBC certification remains in good standing. This salary adjustment is pensionable.
- E. Employees who are not issued a Board cell phone shall receive a \$40 monthly stipend for the use of their personal cell phones for Board purposes.
- F. Employees currently paid by Direct Deposit will continue to be paid by Direct Deposit. In addition, employees hired after June 30, 2023 will be paid by Direct Deposit.

## ARTICLE XVII

### TRAVEL

- A. Policy for payment to personnel utilizing personal vehicles for business purposes:
1. The Carroll County Board of Education shall operate on the basis that an employee utilizing private vehicles for business usage shall be reimbursed on the basis of the number of miles driven for business usage.
  2. Each employee shall have a designated home workstation. Such workstation shall be that one in which the employee spends the greatest part of the workday. All mileage for purposes of travel reimbursement shall be computed from the home work station.
  3. Personnel attending professional meetings in the evenings and on non-work days should report total mileage for each such meeting regardless of location.
  4. Personnel utilizing personal vehicles for business purposes will be reimbursed monthly for business mileage at the IRS rate per mile.
  5. Compensation will be made to each school administrator to cover incidental mileage calculated at the IRS rate per mile. This is for expenses incurred when attending required staff and other required professional meetings within the county. Reimbursement is to be made per monthly mileage claim.
- B. Each employee is to be reimbursed for expenses (mileage is not included here) that result from attending professional meetings approved by the Superintendent and the Unit II Conference Committee.

There shall be a fund equal to \$250.00 times the number of employees in the Unit. Reimbursement shall not exceed:

Transportation – Most economical way (Air Coach or mileage)

- C. There shall be a fund equal to \$100.00 times the number of membership in the Unit for the payment of dues for membership in professional associations - reimbursement of members is subject to the approval of the Superintendent and the Unit II Conference Committee.

## ARTICLE XVIII

### DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from employees' salaries membership dues and assessments for the Administrators and Supervisors of Carroll County, 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 be made in equal installments beginning September 1 and ending August 30.
  2. The Association will provide the Board with the authorization forms from all employees enrolled. Deductions for new members will begin the first pay following the receipt of the application in payroll.
  3. The Board will not be required to honor any deduction authorization not delivered to it as specified above in #2.
  4. The Association will certify to the Board in writing the current rate of membership dues. The Association will give the Board thirty (30) days written notice prior to the effective date of any change in the rate of dues.
  5. The Board will provide the Association with a list of those employees who have voluntarily authorized the Board to deduct dues for the Association as specified in Paragraph A.
  6. Members electing to pay membership dues by payroll deduction shall have deductions continue from year to year for the dues set annually unless they rescind such authorization in writing to the Association by certified mail between August 1 and September 1 of any school year. In case of separation from employment within the school year, the balance of dues for that year will be deducted from the final salary check.
- B. Payroll deductions will be available, at the request of the individual employee 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.
- C. The Board agrees to deduct for one "Charitable Contribution Drive" from employees' salaries only when the employee has duly authorized such deduction; and when each employee voluntarily determines the amount of such contribution. No system-wide, school or individual quotas will be established.
- D. For any deduction changes on checks, the employee shall be notified and given reasons for the deductions.
- E. The rights and/or privileges granted to the Association by Paragraph A of this Article will not be granted to any other employee's group or organization during the term of this Agreement.



## ARTICLE XIX

### 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.

#### MEDICAL

**No Coverage** - Employees may elect no coverage. Those electing no coverage before July 1, 2001, will receive a cash "buy-out" equal 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. Any employee electing no coverage as of July 1, 2001 will not receive a cash "buy-out".

**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% 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*

**DENTAL**

**No Coverage** - Employees may elect no coverage. Those electing no coverage as of June 30, 2001, will receive a cash "buy-out" equal to up to a maximum of \$89.70 per year. Any employee receiving a cash 'buy-out' who elects coverage on or after July 1, 2001, will no longer be eligible to receive the cash 'buy-out' at a later date. Any employee electing no coverage as of July 1, 2001 will not receive a cash "buy-out".

<b>TRADITIONAL DENTAL</b>		
<b>NO DEDUCTIBLE</b>	<b>PER PERSON PER CALENDAR YEAR DEDUCTIBLE*</b>	<b>PER PERSON PER CALENDAR YEAR DEDUCTIBLE*</b>
100%**	80%**	50%**
Emergency treatment Oral examinations X-Rays Teeth cleaning Fluoride treatments for children to age 19 Space maintainers	Laboratory tests Fillings Amalgam Silicate Acrylic Root canal Repair and maintenance of bridgework and dentures Periodontics services Extractions and other oral surgery Anesthesia	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
Preventive Services	Basic Services	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. MEDICAL PLANS

Eligible Unit members may select one of the following medical plans.

1. Point of Service Plan (POS) or
2. Health Care Savings Account Plan (HSA)

### Point of Service Plan (POS)

The Board pays 85% of the premium rate for all levels of coverage for members who select the POS.

### Health Care Savings Account (HSA)

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.

A detailed listing of HSA benefits can be found in the plan summary document.

- C. The Board shall provide for all eligible employees in this bargaining unit Term Life Insurance 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, or 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.
- 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. 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.

## **ARTICLE XX**

### **TOBACCO-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.

## **ARTICLE XXI**

### **PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- A. The Board will 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, advanced professional certificate, or professional licensure \$2,770 per fiscal year for courses that align with the curriculum or are needed by the unit member to obtain or maintain licensure or certification with 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.

## ARTICLE XXII

### WORK YEAR

- A. Summer work schedule – Upon completion of the teachers’ contractual duty days, twelve month bargaining unit members have the option to select up to three (3) non-consecutive days prior to the commencement of the succeeding school year for teachers during which they may elect to telework. The scheduling of such days must be approved in advance by the employees supervisor.
- B. Twelve month employee – The work year for bargaining unit members shall be no more than 246 duty days with per diem salary for members based on a 240-day work year.
- C. Eleven month employees (212/240) – The work year for bargaining unit members shall be no more than 212 duty days.
- D. Ten month employee (5/6) – The work year for bargaining unit members shall be no more than 200 duty days.
- E. Bargaining unit members who are scheduled by the Board to work beyond the number of duty days listed in Sections B, C and D of this Article will coordinate with their supervisor alternative day(s) off during their contractual year.

## ARTICLE XXIII

### GENERAL

- A. If any provision of this Agreement or any 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 will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- B. This Agreement constitutes Board policy for the term of said Agreement, and the Board will carry out the commitments contained herein, give them full force, and effect as Board policy. The Board will 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. The cost of printing the ratified Agreement shall be shared jointly between Unit II and the Board, provided that the Association's share of the printing shall not exceed \$75.

## ARTICLE XXIV

### RATIFICATION

It is agreed and understood by the parties that the foregoing Agreement represents the full Agreement between said parties to date on all matters negotiated in accordance with Title 6, Subtitle 4 of the Education Article of the Annotated Code of Maryland (1978).

Within fifteen (15) days following the signing of this Agreement, each party will notify the other that conditional approval has or has not been obtained from its respective principal members.

## ARTICLE XXV


### DURATION


Unless otherwise provided herein, the provisions of this agreement shall remain in full force and effect until June 30, 2024.

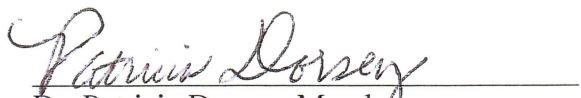
This agreement is contingent on full funding by the Carroll County Commissioners of the Board of Education's budget requests. If the County Commissioners fail to fully fund the Board's fiscal year budget requests, **§6-511** of the Education Article, *Annotated Code of Maryland*, shall apply.

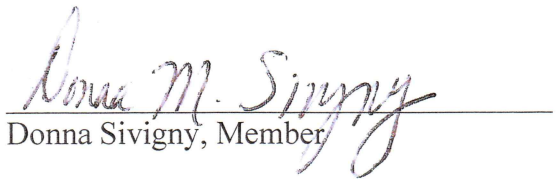
IN WITNESS HEREOF, the parties hereunto set their hands and seal this 30<sup>th</sup> day of June, 2023.

**BOARD OF EDUCATION OF  
CARROLL COUNTY**

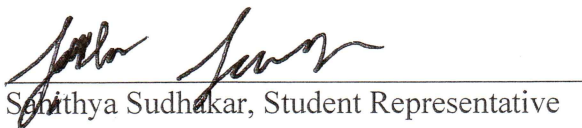
  
Marsha Herbert, President

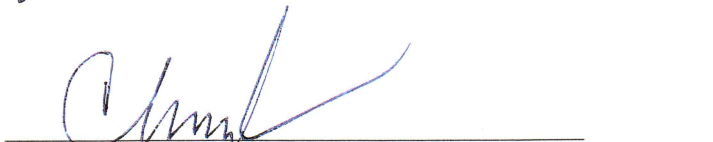
  
Tara Battaglia, Vice President

  
Dr. Patricia Dorsey, Member

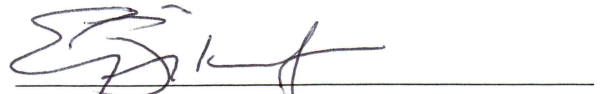
  
Donna Sivigny, Member

  
Stephen Whisler, Member

  
Synthya Sudhakar, Student Representative

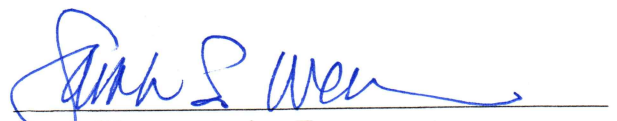
  
Cynthia A. McCabe, Ed.D., Superintendent of Schools

**ADMINISTRATORS AND  
SUPERVISORS**

  
Erin Brillhart, President

  
Martin Tierney, President Elect

  
Shannon Zepp, Secretary

  
Sarah Weaver, Acting Treasurer



Appendix A

APSASCCO	2023-2024								
STEP	I	II	II (212/240)	III	IV	IV (5/6)	V	VI	VII
1	84,882	88,278	77,979	91,810	95,482	79,568	99,302	105,261	109,471
2	87,428	90,926	80,318	94,564	98,346	81,955	102,281	108,419	112,755
3	90,051	93,654	82,728	97,401	101,297	84,414	105,349	111,672	116,138
4	92,753	96,463	85,209	100,323	104,335	86,946	108,510	115,022	119,622
5	95,535	99,357	87,766	103,333	107,466	89,554	111,765	118,473	123,210
6	98,402	102,338	90,399	106,433	110,690	92,241	115,118	122,027	126,907
7	101,354	105,408	93,111	109,626	114,010	95,008	118,571	125,688	130,714
8	104,394	108,570	95,904	112,915	117,431	97,859	122,129	129,458	134,635
9	107,526	111,828	98,781	116,302	120,953	100,794	125,792	133,342	138,674
10	110,752	115,182	101,744	119,791	124,582	103,818	129,566	137,342	142,835
11	114,074	118,638	104,797	123,385	128,319	106,933	133,453	141,463	147,120
12	117,497	122,197	107,941	127,086	132,169	110,141	137,457	145,706	151,533
13	121,021	125,863	111,179	130,899	136,134	113,445	141,580	150,078	156,079
14	124,652	129,639	114,514	134,826	140,218	116,848	145,828	154,580	160,762
15	128,392	133,528	117,950	138,871	144,425	120,354	150,203	159,217	165,585
16	132,243	137,534	121,488	143,037	148,757	123,964	154,709	163,994	170,552