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THIS AGREEMENT, entered into the first day of July 2004, by and between the BOARD OF

EDUCATION OF CARROLL COUNTY, hereinafter called the "Board" and the CARROLL COUNTY EDUCATION ASSOCIATION, hereinafter called the "Association."
WITNESSETH:

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

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

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

ARTICLE I RECOGNITION

A. The Board recognizes the Association as the exclusive official negotiating organization for all certificated professional employees of the Board, excluding such employees with administrative and supervisory responsibilities as designated by the Board, with regard to all matters relating to salaries, wages, hours, and other working conditions. The Superintendent of Schools and the members designated by the Board to act as its representatives in negotiations are excluded. The recognition is in accordance with the provisions of Title 6, Subtitle 4 of the Education Article of the Annotated Code of Maryland (1978).

B REHIRING OF RETIRED TEACHERS

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

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

6. The rehired retiree will be granted ten (10) sick days and three (3) personal business days per year. Neither unused sick leave nor unused personal business days will be carried into a new contract year. Rehired retirees are not eligible for any other benefits not outlined in this Agreement.

C. **DEFINITIONS:**

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

ARTICLE II MANAGEMENT RIGHTS

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

ARTICLE III GRIEVANCE PROCEDURE

A. **DEFINITIONS:**

1. An "employee" is any certified professional person 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 the interpretation, meaning, or application of any of the provisions of this Agreement.
3. An "aggrieved employee" is the person or persons making the claim.
4. A "party in interest" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.

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 every employee the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner in the employee's professional or employment status.
- 4.
4. Employees may seek and use the assistance of a designated representative of the Association at all levels of the grievance procedure.
5. Nothing contained in this grievance procedure shall be construed to deny any employee constitutional rights or rights under the laws of the State of Maryland.
6. The failure of a professional employee to proceed to the next step of the grievance procedure within the time limit set forth shall be deemed to be acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.

C. PROCEDURE:

LEVEL ONE

- a. An employee with a grievance shall first discuss it with the employee's immediate superior directly, the objective being an informal resolution of the matter.
- b. An employee may present a grievance directly to the employee's immediate superior within ten (10) days of the alleged act. Such grievance must be in writing and must state specifically that this grievance procedure is being invoked. The employee may appear alone or with a representative from the Association. In all instances where the employee is assigned to work in a school, the grievance must be presented to the building principal for attempted resolution before proceeding to Level Two of the grievance procedure.
- c. Within five (5) school days of the receipt of the grievance, the immediate superior shall inform the employee of the immediate superior's decision and shall provide the employee with a statement in writing of the reasons for the decision.

LEVEL TWO

- a. If the employee is not satisfied with the disposition of the grievance at Level One,

the employee may file the grievance in writing with the chairman of the Association's committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR&R Committee") within five (5) school days after the decision at Level One. Within five (5) school days after receiving the written grievance, the chairman of the PR&R Committee will present to the professional 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 concludes in its written opinion to the professional 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 that formal grievance procedure.

LEVEL THREE

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

LEVEL FOUR

- a. In the event that the aggrieved person is not satisfied with the disposition of the

grievance at Level Three or if no decision is rendered within five (5) school days after the aggrieved person has met with the Superintendent and/or the Superintendent's designated representative, the aggrieved person may file with the PR&R Committee a written request for continuance of the grievance procedure, within three (3) school days after a decision by the aforesaid Superintendent and/or the Superintendent's designated representative or five (5) school days after the aggrieved person has first met with the Superintendent, whichever is sooner.

- b. The PR&R Committee may submit the grievance to arbitration by giving written notice to the Superintendent within ten (10) school days of receipt of a request by an aggrieved person referred to in subsection a., above. In no event shall any arbitrator have the power to pass any award which will in any way deprive the School Board of Carroll County of any of its powers delegated to it by law nor may such arbitrator pass any monetary awards which would require the School Board to go beyond the budget in existence at the time the grievance arises.
- c. Within ten (10) school days after such written notice of submission to arbitration, the Superintendent and the PR&R Committee shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator except as hereinbefore limited.
- d. The arbitrator so selected shall confer with the representatives of the Superintendent and the PR&R Committee and hold a hearing promptly and shall issue a decision not later than ten (10) days or the time limit set forth by the rules of the American Arbitration Association from the date of the close of hearing or, if oral hearings have been waived, then from the date of the date the final statements and proofs are submitted to such arbitrator. The arbitrator's decision shall be in writing and set forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any recommendation which is beyond the terms of this Agreement. The decision of the arbitrator shall be binding upon both parties.
- 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. MISCELLANEOUS

1. If, in the judgment of the PR&R Committee, a grievance affects a group or class of employees, the PR&R Committee may submit such grievance in writing to the Superintendent directly and the proceeding of such grievance shall commence at Level Two.

2. All documents, communications, and records dealing with the proceedings of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE IV MAINTENANCE OF STANDARDS

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

ARTICLE V PERSONAL AND ACADEMIC FREEDOM

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

followed.

ARTICLE VI EMPLOYEE EVALUATION

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

the employee's employment.

ARTICLE VII EVALUATION OF NON-TENURED TEACHERS

A. OBSERVATION

1. Teachers who have not achieved tenure status shall be observed by personnel eligible for certification by the State Department of Education at least four (4) times during the school year, two (2) times before January 1 and two (2) times before April 1. Each observation of performance shall be conducted openly and with full knowledge of the teacher for a period of time sufficient for an adequate appraisal of that instructional activity.
2. The teacher shall be observed by more than one (1) qualified professional person each year as determined by the Superintendent.
3. Within five (5) duty days subsequent to each observation, the observer shall hold a conference with the teacher, at which time a written observation report shall be submitted. The report should include, where appropriate, favorable comments, criticisms and specific recommendations for improvement.

B. EVALUATION

1. A formal evaluation including a conference shall be made at least once each semester in the presence of the school administrator and supervisor responsible for the teacher's area.
2. The evaluation shall be based on the conclusions and assessments reached by more than one (1) staff member.
3. The evaluation shall be based on the observations of the teacher's performance and other reasonable criteria established by the Board of Education.
4. Provisions shall be made for an over-all assessment by the evaluator which clearly indicates an effective, a needs improvement, or an unsatisfactory rating.
5. The written evaluation report based on performance and other reasonable criteria established by the Board of Education shall be shown to the teacher within five (5) duty days subsequent to the aforementioned conference. At that time, the teacher shall sign the report and receive a copy thereof. Such signature shall, however, not necessarily indicate agreement with the evaluation. Provision shall be made for written comments and reactions by the teacher which shall be attached to the evaluation report.
6. Except for bona fide reductions of staff, the Superintendent's recommendations as to non-renewal of contract of probationary teachers shall be based on the

evaluation report and other reasonable criteria established by the Board of Education prepared in accordance with these provisions.

- C. Nothing in this provision limits or restricts or waives any and all rights and protections afforded the employee under the laws of the State of Maryland and of the United States and the Constitutional guarantees as provided there from, nor the right after appeal to afford himself legal redress outside the terms indicated herein.

ARTICLE VIII VOLUNTARY TRANSFERS AND REASSIGNMENTS

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

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

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

ARTICLE IX INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Notice of an involuntary transfer or reassignment shall be given to such employee as soon as practicable, and except in cases of emergency not later than July 1.
- B. An employee's area of competence, major or minor field of study, length of service, and the best interests of the school system will be considered in determining which employee is to be transferred or reassigned. No employee shall be transferred without the employee's consent solely for the purpose of making open a position for another

employee being involuntarily transferred.

- C. An involuntary transfer or reassignment shall be made only after a meeting between the employee and the appropriate administrator, at which time the employee shall be notified of the reason therefore. In the event that an employee objects to the transfer or reassignment at this meeting upon the employee's request, the Superintendent or the Superintendent's representative shall meet with him/her. The employee may, at the employee's option, have an Association representative present at all such meetings.
- D. A list of positions possible for the employee to be transferred shall be made available in order that the employee may indicate any preference.

ARTICLE X PROMOTIONS

- A. Vacancies for Unit II administrative and supervisory positions will be publicized by the Department of Personnel.
 - 1. When school is in session, a notice shall be posted in each school as far in advance as practicable, with employees desiring to apply submitting their applications in writing within the time specified and receiving notification of the receipt of such applications.
 - 2. If such positions are to be filled during the summer vacation period, the Director of Personnel shall send to each school a list of such positions and shall give a listing to the President of the Carroll County Education Association. If a position is to be filled during the summer months, and notices of the vacancy were not sent to schools when school was in session, persons who indicated an interest in the position through the procedure outlined in B. below shall have notices of such vacancy mailed to their summer addresses.
- B. Each spring the Superintendent shall send to schools copies of a form on which employees who desire to make known their qualifications and intent to apply for such positions as may become available in the future, this form to be returned by April 15.
- C. In all situations of posting for such positions, the qualifications for the position, the duties, and the rate of compensation shall be stated. In filling such vacancies, and when all other factors are substantially equal, preference shall be given to qualified persons already employed by the Board and length of service in the Carroll County School System shall be a seriously considered factor. If the employee does not receive such position, the employee must be given a written statement on the reason(s) therefore.
- D. At the Superintendent's discretion, the termination date of receipt of applications may be extended with such notification being given to those who have already applied.

- E. Promotions shall be made without regard to the applicant's religion, race, sex, national origin, physical handicap, political, or other non-professional considerations.

ARTICLE XI MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A.
 - 1. When, in the judgment of a teacher, a student is by the student's behavior seriously disrupting the instructional program to the detriment of other students, the teacher may exclude the student temporarily from the classroom and refer the student to the principal or assistant principal. In such cases the principal or assistant principal shall arrange as soon as possible a conference among the principal or assistant principal, the teacher, and such specialist(s) as may be appropriate to discuss the problem and to decide upon proper steps for its resolution.
 - 2. A student shall not be returned to the classroom from which the student has been excluded until said conference has been held.
- B. Any teacher threatened with physical abuse in connection with the teacher's employment shall immediately report the incident in writing to the teacher's immediate superior. Serious incidents involving verbal abuse or outright disrespect shall be reported in a similar manner.
- C. An appropriate guideline for handling student problems shall be developed by a joint faculty-administration committee. It is to be the responsibility of the principal to establish a committee involving school administration, faculty, and any other mutually agreed upon representatives to develop this guideline. Said procedure shall be submitted to the building faculty in question for possible revision prior to approval and implementation by the principal.

ARTICLE XII PROTECTION OF TEACHERS

- A. The Board hereby assures teachers 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 shall be enforced fairly and consistently without favoritism due to race, creed, color, sex, age, national origin, handicap, or religion.
- B. In any case of assault by a student or a non-student on school grounds on a teacher causing injury for which workers' compensation and/or medical bills are paid, the Board shall pay the teacher the teacher's regular salary during the period of compensable disability as determined by the Workers' Compensation Commission not to exceed five (5) years, provided the teacher shall give the Board all allowances received for worker's compensation because of the injury and, waives all medical bills after that date.

- C. Teachers shall not be used to search for bombs or other explosives.
- D. Teachers need not discuss student problems with parents away from the school site.
- E. In case of damage to a teacher's personal property, including clothes, in the scope of his/her employment while on school property, or on a school sponsored trip or assignment; the Board shall make equitable financial adjustment with the teacher not to exceed Five Hundred Dollars (\$500.00).
- F. New buildings shall not be occupied by students or teachers unless they are substantially complete.
- G. In the event that a student's grade is changed, the teacher will be notified and the principal will be available for a conference.

ARTICLE XIII TEACHER DUTIES

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

- A. Therefore, ancillary personnel should be provided in each school building. Every public school employee makes a contribution to the total task of educating youth.
 - 1. Teachers shall have available to them collectively and individually the services of secretaries, custodians, maintenance, and other supporting personnel. It shall be the responsibility of the teacher to adequately and efficiently utilize the services of ancillary personnel as prescribed by the Board in order to assure that the teacher's maximum efforts can be given to the teacher's primary professional responsibilities, a continuing effort will be made to minimize non-instructional clerical tasks required of teachers.
 - 2. Suggestions for improved utilization and for the need for additional personnel should be made to the appropriate administrator.
 - 3. The school principal shall indicate annually the projected needs for the following year in the way of ancillary personnel.
- B. The Board shall make every effort to provide a substitute for a teacher who shall not be present for the entire school day.
 - 1. The regular classroom teacher shall make every effort to provide adequate planning for the substitute teacher to function in the regular teacher's absence. Such plans shall cover a period of up to ten (10) duty days except where a lower number has been required in the particular school. Substitutes plans will not be required when teacher's condition, as certified by a doctor, precludes development and delivery of such plans.

2. The appropriate personnel shall be notified of a teacher's absence according to the local school's procedure.
 3. A teacher who is absent for any reason shall not be required to obtain a substitute.
- C. It is recognized that a teacher functions best when some planning time is provided during the school day.
1. Such planning time shall be used by the teacher in a manner contributing to the effectiveness of the teacher's role as a member of the total school staff.
 2. Therefore, only in the case of an extreme emergency, to be determined by the principal, shall a teacher be required to relinquish a planning period.
- D. No employee shall be required to transport pupils in a private vehicle.
- E. The Board shall provide teachers with assistance in working with students who might have difficulty functioning in a normal classroom situation. A teacher should alert himself/herself to the availability of auxiliary professional personnel and seek assistance through the school principal, if necessary, to determine how such personnel can be utilized. Requests for additional assistance and/or a change in the services available can be made to the appropriate administrator.
- F. Teachers shall not be required to perform duties normally performed by the custodial staff.
- G. The Board and the Association believe that opportunities should be provided for the training of new teachers. It is therefore agreed that:
1. The Board may assign student teachers from colleges with accredited teacher training programs to teachers in the County school system for the purposes of observation and student teaching, but no such student teacher shall be assigned to a sponsoring teacher without the sponsor's written consent.
 2. Sponsoring teachers shall be given at least two (2) week's notice in writing before the arrival of the student teacher when possible.
- H. The acceptance of the position of Department Chairperson and Team Leader shall be voluntary. Department Chairpersons and Team Leaders shall not be used or have authority to observe or evaluate teachers.
1. A Department Chairperson will not teach in excess of five (5) of seven (7) periods - will have two (2) non-teaching periods per day. In schools which have a four (4) period day (eight (8) period per year) schedule, a Department Chairperson will not teach in excess of five (5) of eight (8) periods per year, will have the

equivalent of three (3) non-teaching periods per year.

2. Department Chairpersons and Team Leaders shall be compensated as specified in Article XXIV.

ARTICLE XIV PERSONNEL EMPLOYMENT

- A. Employees returning to service shall be placed on the proper step and classification of the salary schedule according to their experience, education, and certification status. No employee shall receive less than the salary indicated on the salary schedule for the employee's credited experience and education if the employee has fulfilled continuing certification requirements.
- B. New employees shall be given full credit for previous teaching experiences acquired while they were under contract in an accredited program.
- C.
 1. All presently employed persons shall receive credit not already granted, not to exceed two (2) years for (a) military experience, (b) alternative civilian service satisfying the requirement of the Selective Service System, (c) Peace Corps, (d) Vista, (e) National Teacher Corps, (f) Fullbright Scholarship.
 2. A teacher leaving service to engage in any of the above mentioned activities shall receive credited service for the period of such activity upon returning to service.
 3. Employees returning to service without having participated in teaching or activities listed in C-1. above shall be restored to the next position on the salary schedule above that at which they left.
 4. Former employees on leave for reasons listed in C-1. shall have previously accumulated unused leave days restored to their credit upon returning to service.
- D.
 1. Information shall be available at all times to enable employees to ascertain their certification status.
 2. The Board shall notify all employees, by the end of the current school year, whose certificates expire as of July 1 of that year; but failure to receive such notification shall not relieve the employee from the responsibility to meet any and all renewal requirements.
 3. Degreed employees failing to maintain certification requirements shall be frozen at the previous year's step. Once certification is obtained, the employee will be placed on the step which would have been earned had the step not been frozen.
 4. If an employee is required to take additional courses to fulfill certification requirements, the program of study shall be determined in consultation with the appropriate certification officer.

5. Employees shall be kept informed concerning any general changes in certification policies or requirements.
 6. For any deduction changes on checks, the employees shall be notified and given reasons for the deductions.
- E. In any reduction in personnel as a result of budgetary actions or curriculum and/or administrative reorganization, teachers shall be laid off solely on the basis of seniority by date of employment and certification for said positions. Teachers on layoff shall be "recalled" when vacancies become available in order of their seniority. While a layoff continues no new teachers shall be hired except in the unique circumstances where; (a) there are no teachers on layoff qualified to fill a vacant teaching position; or (b) all qualified teachers on layoff decline the offer to fill the teaching vacancy. Teachers shall; (a) receive written notice a reasonable period in advance of the deadline for determining whether to exercise recall rights; and (b) retain recall rights for a period of four (4) years. Disputes over a teacher's seniority status shall be subject to the grievance procedure.
- F. Current employees of the Carroll County School System shall have preference over non-employees for positions not a part of the regular duty day.
- G. Seniority shall be defined as length of service with the Board from the most recent date of hire.

ARTICLE XV EMPLOYEE ASSIGNMENT

- A. Except in an emergency, all employees shall be given notice (notices) of their salary schedules, class and/or subject assignments, building assignments, and room assignments for the forthcoming year not later than July 25. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignment are proposed after the above date, any employee affected shall be notified promptly in writing and upon the request of the employee, the changes shall be promptly reviewed by the principal. If the employee is dissatisfied, the change shall be reviewed by the Superintendent or the Superintendent's representative and the employee involved.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificates and/or their major or minor fields of study when administratively possible.
- C. When administratively possible, changes in grade assignment in the elementary schools and subject assignment in the secondary schools shall be voluntary.
- D. 1. In arranging schedules for employees who are assigned to more than one (1) school, every effort shall be made to limit the amount of inter-school travel. Such

persons shall be notified of any changes in their schedules as soon as practicable.

2. Employees who are assigned to more than one (1) school shall be reimbursed for all such travel. For the purpose of establishing reimbursement for mileage, the home school shall be that school in which the teacher is assigned the greatest amount of time. In the event the amount of time is equal between two or more schools, the home school assignment shall be the one closest to the teacher's residence. When mileage on any given day exceeds the distance to and from the base school, the teacher shall be reimbursed at the current IRS rate per mile for the excess mileage. Mileage is also allowed for attendance of school-sponsored pupil activities at all assigned schools other than at the home school. This includes music festivals, play days, and P.T.A. meetings, but does not include attendance of in-service meetings of the teacher's special subject or area.

ARTICLE XVI ASSOCIATION RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

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

materials may be distributed by this means.

- H. The Association officers shall have the right to use school phones for the purpose of Association business, provided such phones are available and such calls are made during times when said officers are not engaged in their normally assigned duties.
- I. Upon request by the Association, the Board shall provide available names and addresses of new employees and retiring employees.
- J. The Association shall be provided with a period of time for orientation of new employees in conjunction with pre-school orientation sessions for new teachers if centrally held by the Board.
- K. The wearing of pins or other identification of membership in the Association shall be acceptable.
- L. Association officers or employees shall have access to all school buildings and to all teachers provided that the principal has been notified of any such visit and provided that the exercise of this right shall not interfere with the educational program.
- M. The Association president shall be released from his/her teaching duties without loss of pay to attend all meetings of the Board and any meeting or hearing scheduled by the State Board of Education or the State Superintendent of Schools when the Association is required or requested to be present.
- N. The Board shall release from duty without loss of pay or fringe benefits, Carroll County Education Association delegates to the Maryland State Teachers Association Convention; provided a list of the delegates is submitted one week in advance to the Superintendent.
- O. The Board agrees to deduct from employees' salaries membership dues and assessments for the Carroll County Education Association, the Maryland State Teachers 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 biweekly.

1. Deductions shall begin with the first pay of the year for current members and be taken in equal amounts through the remainder of the pay cycle.

Necessary adjustments will be made for any changes after deductions begin.

2. The Association shall provide the Board with the authorization forms from all teachers enrolled. Deductions for dues for new members will begin the first pay following the receipt of the application in payroll.

3. Membership in the United Education Profession i.e., the Carroll County Education Association shall be continuous unless rescinded in a timely written notice by the member. This notice shall be sent certified mail to CCEA and be received by September 1 of any membership year. In case of resignation within a school year, the balance of dues will be deducted from the final salary check.

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 CCEA by certified mail to be received by September 1 of any school year. In case of resignation within a school year, the balance of dues for that year will be deducted from the final salary check.

If the member is promoted to an administrative position with Carroll County Public Schools and wishes to discontinue membership in CCEA, the member may have membership terminated at the time of the appointment through written notification to CCEA.

4. The Board shall not be required to honor any deduction authorization not delivered to it as specified above in 2.
5. The Association shall certify to the Board in writing the current rate of membership dues. The Association shall give the Board thirty (30) days written notice prior to the effective date of any change in the rate of dues.
6. The Board shall provide the Association with a lists of those employees who have voluntarily authorized the Board to deduct dues for the Association.

P. The rights and/or privileges granted to the Association in this Article shall not be granted to any other teacher group or organization during the term of this Agreement.

ARTICLE XVII SICK LEAVE AND OTHER TEMPORARY LEAVES OF ABSENCE

A. SICK LEAVE

1. Employees shall be granted one (1) sick day for each month of their contract year. The days granted shall be available as of the first official day of the school year or the contract, whichever is applicable. Employees who perform summer work which is an extension beyond the normal school year shall be granted one-half (½) day sick leave for each ten (10) days of such summer employment.
2. Sick leave may be accumulated to the maximum amount earned and may be carried over as of June 30, 1974. Teachers shall be given a written accounting of accumulated sick leave days no later than November 30 of each school year.
3. The Board may require proof of illness whenever there is a reasonable cause to

believe that an absence is not due to a bona fide illness.

4. Family Illness Leave - Five (5) days of accrued sick leave may be used to assist in the health care of persons who live in the employee's household, or to care for a parent, a spouse, or a child regardless of their residence.

B. PERSONAL BUSINESS 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. Any remaining unused personal business days shall be added to accumulated sick leave at the end of each school year. Employees may not use more than three (3) personal business days consecutively.
2. Personal business leave shall not be used on the days preceding and following school holidays or the first duty day and the final duty day of school except in an emergency, to be determined by appropriate personnel.

C. BEREAVEMENT LEAVE

In the case of death of persons defined below, an employee may receive leave for bereavement without loss of pay. If the funeral does not immediately follow the death, bereavement leave may be granted to coincide with the day of death and the funeral. This provision does not affect the total number of days which may be granted for bereavement leave. For purposes of this Agreement, the bereavement period will begin the day of death or the first day following death and run five (5) consecutive duty days, but not to exceed seven (7) calendar days for the death of a parent, foster parent, parent-in-law, child, spouse, sibling, daughter-in-law, son-in-law, or any member of the immediate household and three (3) consecutive duty days, but not to exceed five (5) calendar days for the death of an employee's grandparent, grandchild, grandparent-in-law, brother-in-law, or sister-in-law.

- A. All time taken shall be charged as one-half ($\frac{1}{2}$) or one (1) full day. Unit members whose FTE is .5000 or greater, but less than 1.000, who are unable to complete their daily assignment due to illness, may request to be charged leave-by-the-hour for the hours of work not completed.
- E. The employee must notify the principal or other appropriate personnel as far in advance as possible of a pending absence in order that proper arrangements can be made to cover the employee's duties.
- F. Absence from duty at assigned position for the following reasons shall not be charged against B. above:

1. Time necessary for appearance in any legal proceeding connected with the employee's employment.
 2. When called to jury duty.
 3. School evaluation committees.
 4. Approved inter-school visitations.
 5. Educational conferences attended with prior approval by the Assistant Superintendent of Instruction.
- G. Deductions from salary for days lost in excess of those allowed under A. shall be made at the rate of 1/190 of the annual salary up to ten (10) duty days. This deduction shall be effective after all accumulated sick leave has been used. Days allotted under Section "G" of this article may not be carried over to the next contract year.
- H. Deductions from salary for days lost in excess of those allowed under B. shall be made at the rate of 1/191 of the annual salary per excess day for ten month employees, 1/211 for eleven month employees, and 1/195 for RNs.
- I. For employees hired prior to July 1, 1997: Employees will be paid for unused sick days in the following manner:
- a. Payments for unused sick days will be made to the employee upon that employee's early or full service retirement or, upon the employee's death, to the employee's estate.
 - b. Effective July 1, 2003, employees, who have a balance of less than 250 unused sick days as of June 30, 2003, will receive payment for 50% of the employees' accumulated unused sick days up to a maximum of 250 unused days at their average daily rate*.
 - c. Effective July 1, 2003, employees who have balance of unused sick days greater than 250 days as of June 30, 2003, will receive payment for 50% of the employees' accumulated unused sick days up to their June 30, 2003, unused sick leave balance, at their average daily rate*.
 - d. Payments for unused sick days in amounts greater than \$5,000 will be paid in equal amounts over five consecutive years beginning with the year of retirement.
 - e. Payments for unused sick days in amount at \$5,000 or less or for the death of an employee will be paid in a lump sum to the employee or the employee's estate in the year of retirement or death.

***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 1/190 for ten month employees, 1/210 for eleven month employees, 1/194 for RNs, and 1/240 for twelve month. If an employee has taught less than twenty (20) years in Carroll County, the pay will be based on one-half (½) of the employee's average daily rate.

J. PROFESSIONAL EMPLOYEE SICK LEAVE BANK

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

ARTICLE XVIII EXTENDED LEAVE OF ABSENCE

- A. The Board agrees that up to two (2) tenured teachers designated by the Association shall, upon request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in an executive or advisory capacity of a professional Association (Local, State or National).
- B. A leave of absence without pay of up to two (2) years shall be granted to any tenured teacher who joins the Peace Corps, VISTA, National Teachers Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fullbright Scholarship.
- C. Military leave without pay shall be granted to any employee who enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment.

D. A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.

E. The Board shall grant a leave of absence without pay to any employee to campaign for, or serve in a public office.

F. After two (2) years of continuous employment in the Carroll County School System, an employee shall be granted a leave of absence, without pay, for up to one (1) year for health reason. Requests for such leave shall be supported by appropriate medical evidence.

G. MATERNITY LEAVE

1. 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 to begin except in the case of an emergency. Said request shall include with such notice a physician's statement certifying pregnancy. Any teacher may continue in active employment as late into pregnancy as desired provided the teacher is able to properly perform required functions. All or any portion of a leave taken by a teacher because of a medical disability connected with or resulting from pregnancy may, at the teacher's option, be charged to available sick leave.

2. Any teacher adopting an infant child shall be entitled, upon request, to a leave to commence at any time during the first year after receiving de facto custody of said infant child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.

3. While on leave, any teacher shall have the option to remain an active participant in the State Teacher's Retirement System by contributing thereto the amount said teacher would have been required to contribute if actively employed. The teacher shall have the option to participate in the Board's fringe benefit plan while on leave provided the teacher pays the entire cost of participation.

4. The leave of absence shall become effective on the last day of formal employment and may extend to a total of twelve (12) months. Request may be submitted for an extension of this leave at the end of the first leave.

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

I. WORKERS' COMPENSATION LEAVE

Whenever an employee is absent from work as a result of personal injury occurring in the course of his/her employment, he/she will be paid his/her full salary for a

compensable injury for a period not to exceed ninety (90) duty days* and with no loss of fringe benefits, and no part of such absence will be charged to his/her accumulated personal, annual, or sick leave. Any Workers' Compensation payment made for temporary disability due to said injury and applicable to the aforementioned ninety (90) duty day period shall be endorsed over to the Board.

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

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

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

J. CONDITIONS ON RETURN FROM EXTENDED LEAVES OF ABSENCE

1. Before returning to duty from an extended illness or period of disability, the staff member may be requested to present a doctor's certificate stating that he/she is able to resume his/her regular work.
2. Upon return from leave granted pursuant to Section A., B., C., and I., of this Article, an employee shall be considered as if the employee were actively employed by the Board during the leave in that the employee shall be placed on the salary schedule at the level the employee would have achieved if the employee had not been absent; provided, however, that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring

tenure. An employee shall not receive increment credit for time spent on a leave granted pursuant to remaining sections of the Article with possible exceptions of Section H., to be determined by the nature of the leave nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.

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

ARTICLE XIX ACADEMIC LEAVE OF ABSENCE

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

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

position of employment.

ARTICLE XX EVENING SCHOOL AND FEDERAL PROGRAM

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

ARTICLE XXI WORKING LOAD

- A. All teachers shall be assigned appropriate starting and dismissal times, provided that their total regular workday shall be no longer than seven and one-half (7 ½) consecutive hours, including the duty-free lunch period, except in the case of emergency. The acceptance of school-related responsibilities beyond the workday shall be voluntary except (a) in the case of emergency; (b) one day each month may be set aside for a general faculty meeting, and in special circumstances, a second meeting may be scheduled, provided that the teachers affected shall receive one (1) week notice as to the date and purpose of the meeting (meetings scheduled pursuant to this section shall not exceed one (1) hour in duration beyond the regular workday); (c) the Board and the Association recognize that a reasonable number of additional meetings may be required in preparation for a Middle States Evaluation.
- B. The number of teacher workdays shall not exceed 191 days, 211 for eleven-month teachers, and 195 for RNs.
- C. The Board recognizes that media specialists need adequate time to conduct end-of-the-year inventory in the media centers. A good faith effort will be made to provide such time.
- D. In regard to delayed opening and/or early dismissal days, the workday of classroom teachers shall begin no earlier than thirty (30) minutes before the student starting time

on said day, and will end no later than thirty (30) minutes after the student dismissal time on said day.

- E. Each secondary teacher shall have one (1) period during the students' day for preparation. The length of such period shall coincide with the regular class period. In the case of elementary teachers or where there is no period of definite duration, or where the regular class period is less than thirty (30) minutes, the teacher shall be guaranteed a minimum of two-hundred forty (240) minutes per week for preparation in blocks of at least twenty (20) minutes each with every effort being made to provide one (1) period per day.

Kindergarten teachers shall be guaranteed a minimum of two-hundred twenty-five (225) minutes per week for preparation in blocks of at least twenty (20) minutes each with every effort being made to provide one (1) period per day.

The Board will continue progress toward implementing the goal of 300 minutes of planning time per week for elementary teachers by the 2003-2004 contract year.

- F. Secondary school teachers shall not be required to teach more than two (2) subject areas at any one time.
- G. Teachers shall, to the best of their skill and judgment, diligently and faithfully, without partiality or prejudice, discharge the duties of a teacher in Carroll County.
- H. Classroom teachers shall have a duty-free lunch period of at least thirty (30) minutes. Teachers shall not be required to stay in their buildings during the duty-free lunch period.
- I. The Board and the Association recognize the importance of school related responsibilities, including P.T.A. and P.T.O. meetings, and shall actively encourage voluntary participation by teachers in such activities. All professional school based personnel shall attend one (1) "Meet the Teachers Night." Any school based staff member unable to attend said "Meet the Teachers Night" shall establish an alternate plan for meeting with interested parents.

ARTICLE XXII TEACHING CONDITIONS

- A. To the extent possible and within limits of the funds available, in existing buildings, and in all new buildings, the Board shall provide the following:
 1. Separate dining tables for teachers.
 2. Well-maintained, properly lighted and ventilated, safe and healthful classrooms.
 3. Adequate, well-maintained playground space.

4. The faculty shall arrange for the installation of vending machines with the approval of the principal. All proceeds from the machines shall be used in such manner as the faculty of that building shall determine.
- B. To the extent possible and within limits of the funds available, in existing buildings, and in all new buildings, the Board shall provide the following:
1. Space in each classroom in which teachers may safely store instructional materials and supplies.
 2. An appropriately furnished room to be used as a faculty lounge.
 3. Well-lighted and clean teachers' rest rooms, separate for each sex and separate from the students' rest rooms.
 4. A two-way communication system between classrooms and school office.
 5. Working, conference, and storage facilities for special instructional personnel.
 6. Adequate off-street parking facilities shall be made available to all teachers.
 7. Sinks for all primary grade classrooms.
- C. Classroom interruptions shall be made only in case of emergency. However, teachers shall be notified within one (1) hour of any messages received by telephone at the school office.
- D. When the work of supporting service personnel tends to interfere with a teaching situation, the teacher may request through the administration that such work be rescheduled to a more appropriate time.
- E. An administrator or assistant administrator shall be assigned to each school building.
- F. Teachers may use school phones as long as such use does not interrupt the normal school routine.
- G. **SMOKE-FREE WORKPLACE**

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

Smoking, secondhand smoke, and smokeless tobacco have been found to pose definite health hazards.

As of September 3, 1991, tobacco use is not permitted in any Board indoor facility. This is meant to be sensitive to the needs of everyone in the Carroll County Public Schools.

H. SCHOOL IMPROVEMENT

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

ARTICLE XXIII SALARIES

Employees eligible for incremental steps, shall receive one (1) incremental step increase at the beginning of the Agreement year.

For the 2004-2005 Agreement year, each step of all salary schedules shall be increased by a 2% COLA at the beginning of the Agreement year. This COLA adjustment is contingent on full State funding as reflected in the Superintendent's proposed FY05 budget. Should the Board not receive any State revenue through "Thornton Legislation" no COLA will be applied to the salary schedule, but at the request of either the Board or CCEA, negotiations may be reopened for non-compensation items.

If the Board receives partial State funding through "Thornton Legislation," the Board and CCEA agree to renegotiate all of the provisions of the Agreement.

- A. All employees shall be paid 26 payments on a current basis during the year.
- B. A ten month employee may elect to have the balance due in the last June pay check. The request shall be submitted in writing prior to June 1.
- C. Increments may be earned only by teachers whose certificates are rated first class.
*A teacher may advance only one (1) step on the schedule per year.
- D. Personnel employed for summer work, which is an extension beyond the normal school year, shall be reimbursed a sum based on their regular annual salary normally received in Classifications I, II, III, IV, V, provided such employment is properly authorized by the Superintendent of Schools and is not a part of a special summer school program for which salaries are set as described in particular federal or local projects.
- E. CCEA will not object to the Board's increasing starting salaries for teachers in Category III (and if necessary adjusting salaries for succeeding steps) in an amount to be determined by the Board. By entering into this Agreement CCEA does not waive its right to contest unilateral salary changes nor does the Board agree that such

changes or payments are mandatory subjects of bargaining.

- F. In the event of a salary error, neither the Board of Education nor the employee may claim salary adjustments for any more than the current fiscal year.
- G. Information regarding longevities, educational add-ons, and other salary information is located on the salary schedule page (s) at the end of this Agreement.
- H. Employees who earn National Teacher Certification and receive a satisfactory or above rating, will be paid an additional annual stipend of \$1,000.

ARTICLE XXIV EXTRA DUTY REMUNERATION

Extra-duty stipends will receive a 2% general increase. Team leader, Department Chairman, SIT Chair, and Student Service Coordinator will receive a 1% general increase. The negotiated hourly rate will receive a 2% general increase.

CCEA and the Board will continue to meet as a subcommittee of negotiations with a goal of creating an equitable extra-duty salary schedule.

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

1. The assignment of personnel and the number of people to be assigned to a particular activity qualifying for extra duty remuneration shall be determined by the Superintendent of Schools or the Superintendent's designated representative. Such assignments shall take into consideration recommendations of the principal and supervisor.
2. Assignments shall be based on the quality of performance of duty. A high standard of performance of duty shall be required.
3. There are certain obligations which require a reasonable amount of time which is demanded from all teachers to help promote and perform daily functions of the school. Services (duties) performed during regular class time, even though not contractual obligations and not equally shared by the staff, shall not be compensated for unless specifically provided for in this Agreement.
4. Services (duties) which are definitely over and beyond the regular contractual obligations and not equally shared by the staff shall be compensated for in the manner set forth in the following table.
5. These supplementary activities shall be regarded as an integral part of education and shall be considered a duty that requires both skill and training.

6. The Superintendent of Schools, through the Superintendent's delegated representatives, shall determine at the beginning of each school year the persons who should be assigned to each activity and which activities shall be an integral part of that school's program.
7. A list of teachers qualifying for extra duty remuneration shall be certified by the principal and supervisor involved and forwarded to the Personnel Office at the appropriate time.
8. Assistants (which include J.V. and ninth grade programs) shall base their remuneration upon two-thirds (2/3) of the amount received by those entitled to full remuneration.
9. Only one (1) full length dramatic production per senior high school per year shall qualify for extra duty pay in that category.
10. Only regularly scheduled senior high school publications and yearbook shall qualify for extra duty pay for publications.
11. An athletic director may be appointed at each high school. If the physical education department chairperson is appointed director, the position shall be know as Athletic Director Department Chairperson.

Hourly Rate 2004-2005

Part Time Evening	\$23.57 per hour
Summer School	\$23.57 per hour
Federal Employment	\$23.57 per hour

EXTRA-DUTY SCHEDULE 2004-2005
Schedule No. 1

Step	Classification I	Classification II	Classification III	Classification IV
Step I 1-5 Years	\$3,706	\$2,023	\$1,409	\$1,100
Step II More Than 5 Yrs.	\$4,000	\$2,176	\$1,510	\$1,202
Positions	H.S. Head Football Coach H.S. Head Basketball Coach H.S. Head Wrestling Coach H.S. Athletic Director H.S. Athletic Trainer	H.S. Head Baseball Coach H.S. Head Hockey Coach H.S. Head Gymnastics Coach H.S. Head Lacrosse Coach H.S. Head Soccer Coach H.S. Head Track Coach H.S. Head Indoor Track Coach H.S. Head Softball Coach H.S. Head Volleyball Coach H.S. Head Tennis Coach H.S. Cheerleading Adv. (Fall & Winter)	H.S. Head Cross Country Coach H.S. Golf Coach H.S. Cheerleading Advisor (Spring)	H.S. Stage Director Intramural Coach M.S. Choral Music M.S. Instrumental Music

Schedule No. 2

Step	Classification I	Classification II
Step I 1-5 Years	\$2,470	\$1,375
Step II More Than 5 Years	\$2,664	\$1,477
Positions	Assistant H.S. Football Coach Assistant H.S. Basketball Coach Assistant H.S. Wrestling Coach Assistant H.S. Marching Band Director	Assistant H.S. Baseball Coach Assistant H.S. Hockey Coach Assistant H.S. Lacrosse Coach Assistant H.S. Soccer Coach Assistant H.S. Track Coach Assistant H.S. Indoor Track Coach Assistant H.S. Softball Coach Assistant H.S. Volleyball Coach

Schedule No. 3

Step	Classification I	Classification II	Classification III	Classification IV
Step I 1-5 Years	\$3,804	\$1,990	\$1,432	\$1,100
Step II More Than 5 Yrs.	\$4,127	\$2,153	\$1,675	\$1,202
Positions	H.S. Head Marching Band Director	H.S. Choral Director H.S. Drama Director	H.S. Yearbook Advisor H.S. Newspaper Advisor	M.S. Intramurals M.S. Choral Music M.S. Instrumental Music

Schedule No. 4

Positions	Payment
Outdoor School Teacher	\$70 Per night
Team Leader	\$930
Department Chair (7 or more teachers including department chair)	\$1,241
Department Chair (4-6 teachers including department chair)	\$930
Student Service Coordinator	\$930
S.I.T. Chair	\$930
Athletic Trainer	\$7,134 1-5 years \$7,690 More than 5 years

Schedule No. 5

Classification I	Classification II
Senior Class Advisors - \$535	\$270 per school
National Honor Society Advisor- \$515	Elementary School Choral Music Elementary School Instrumental Music

ARTICLE XXV TRAVEL

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

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

ARTICLE XXVI DEDUCTIONS FROM SALARY

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

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

DENTAL CHOICES

Traditional - See Section F of this Article.

Preferred - Coverage as described in the Health Benefits Guide, which the parties have accepted.

Direct Reimbursement Program - See Section F. of this Article.

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	PER PERSON PER CALENDAR YEAR DEDUCTIBLE*	PER PERSON PER CALENDAR YEAR DEDUCTIBLE*
100%**	80%**	50%**
Emergency treatment Oral examinations X-Rays Teeth cleaning Fluoride treatments for children to age 19 Space maintainers	Laboratory tests Fillings Amalgam Silicate Acrylic Root canal Repair and maintenance of bridgework and dentures Periodontic services Extractions and other oral surgery Anesthesia	Gold and porcelain fillings and crowns Installation of bridgework and crowns
PREVENTIVE SERVICES	BASIC SERVICES	MAJOR SERVICES
\$1,000 Per Person - Calendar Year Maximum*		

* \$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 D. 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:

July 1, 2001 - June 30, 2002 Board contributes 95% Individual/95% Other.

Additions to employee premium share contributions will be calculated as indicated in Section C of this Article until the Board's contribution reaches 85% for individual coverage and 85% for other coverage at which time the employees' premium share will not increase.

C. COST SHARING

Any increase in the "Base Rate" shown in Section B. of this Article for Point-of-Service Plan shall be shared on a 50-50 basis between the Board and the employees, provided that the employee's share of any increases in the "Base Rate" shall be offset by the CPI's medical inflation factor as of the preceding December prior to the setting of the rates. For example, if the medical inflation rate factor as of December 2002 is 4.2, the employees' share of the "Base Rate" increase shall be 45.8% (50 - 4.2). This provision of Agreement will remain in effect until the employee's premium contribution reaches 15% for Individual and 15% for Other coverage. The employee's premium contribution will then be capped at 15% and this provision will be removed from the Agreement.

D. 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.

E. 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.

F. 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. The schedule of benefits are:

Direct Dental will pay:

100% of the first \$100 of Dental Expenses.

80% of the next \$250 of expenses after a \$50 deductible.

50% of the remaining expenses up to \$1,000 per calendar year.

G. The Board shall provide an OPTICAL INSURANCE plan under which all eligible employees and each member of the eligible employee's immediate family shall be entitled to an eye examination and prescribed eye glasses 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.

Point of Service Plan - Effective July 1, 2001
 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.

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	Combined in- and out- of - network benefit. First 20 visits, Plan pays 100% after \$10 copay*; Plan pays 75% thereafter. You pay all remaining costs.	75% after deductible for the first 20 visits; 65% thereafter.

ARTICLE XXVIII PARTICIPATION IN SUMMER SCHOOL

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

ARTICLE XXIX PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT

- A. The Board shall pay the full cost of tuition and textbooks and transportation incurred in connection with any courses, seminars, conferences, in-service training sessions, or other such sessions which an employee is required and/or requested by the administration to take. Such request must be in writing. The above does not include workshops, college courses, or other training sessions for which credit is received.
- B. The Board shall reimburse all professional personnel holding a Provisional Certificate, Standard Professional Certificate, or Advanced Professional Certificate up to one hundred eighty-seven dollars (\$187) per credit hour for nine (9) graduate level credit hours per fiscal year; or for undergraduate course work needed to maintain the employee's current certification or acquire additional certification in a area identified by the Board as a critical need area.

The Board shall reimburse all professional personnel holding a provisional certificate, standard professional certificate, or advanced professional certificate up to two-hundred and forty-four dollars (\$244) per credit hour for nine (9) graduate level credit hours per fiscal year; or for graduate or courses that are pre-approved by Human Resources as courses that align with the curriculum or are needed by the unit member to obtain or maintain highly qualified status as defined by the Maryland State Department of Education. The Board will not reimburse unit members for more than a total of nine (9) credits per year as outlined in this Article.

At the beginning of each contract year, the Board will make an effort to align the per credit reimbursement rate to that of Towson University.

- C. Reimbursement shall be paid in the fiscal year in which the credits are earned provided a grade of "B" or better or "Pass" is received.
- D. Appropriate in-service activities will be planned by the Board. Such planning will include input from the bargaining unit members and the Association. Implementation of such activities is subject to the availability of funds.

ARTICLE XXX GENERAL

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy. The Board shall amend its written policies and take such other

action as may be necessary in order to give full force and effect to the provisions of this Agreement.

- C. A copy of this Agreement shall be provided for all professional personnel employed by the Carroll County Board of Education. The cost of printing the Agreement shall be shared jointly between the Association and the Board.
- D. In the event that either the Board or CCEA desires to waive certain sections of the contract during the contract year for a specific purpose or an individual situation, the following procedures will be used:
 - 1. The Director of Personnel and the President of CCEA will review the proposed waiver, the rationale for its necessity, and its impact on the students of CCPS.
 - 2. The conditions and duration of the waiver will be agreed to in writing by the Director of Personnel and President of CCEA.
 - 3. Final approval of the waiver rests with the Superintendent of Schools.
 - 4. Neither members of the bargaining unit nor the Association shall file a grievance or administrative appeal on behalf of a teacher who may be adversely affected by the agreed upon waiver of the contract.

ARTICLE XXXI IMPASSE RESOLUTION

If upon the request of either party the State Superintendent of Schools determines from the facts that an impasse is reached in negotiations between a public school employer and an employee organization designated as an exclusive negotiating agent, the assistance and advice of the State Board of Education may be requested, with the consent of both parties. In the absence of such consent, upon the request of either party, a panel shall be named to aid in the resolution of differences. Such panel shall contain three persons, one to be appointed by each party within three (3) days and the third to be selected by the other two (2) within ten (10) days from the date of said request. If the parties are unable to agree upon a third panel member or obtain a commitment to serve within the specified period, a request for a list of possible panel members may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of a third panel member. The State Board of Education, or the panel selected, shall meet with the parties to aid in the resolution of differences, and, if the matter is not otherwise resolved, shall make a written report and recommendations within thirty (30) days from the date of said request. Copies of such report shall be sent to representatives of both public school employer and the employee organization. All costs of mediation shall be shared by the public school employer and the employee organization.

ARTICLE XXXII MATERIALS OF INSTRUCTION

- A. The Board guarantees that it shall provide sufficient textbooks to insure that when textbooks are being used, each pupil shall have textbooks for the pupil's own use.

- B. The Board agrees that it shall provide sufficient instructional materials and supplies so that employees may fulfill their responsibilities in an adequate and professional manner.
- C. Every teacher may submit requests for materials of instruction which shall be reviewed by the appropriate administrative officers before arbitrary guidelines or percentages are established.
- D. The Board agrees to adjust its purchasing procedures as necessary to insure that textbooks and other materials of instruction are received in the schools prior to the opening of school in September.
- E. Both parties understand that the Board cannot be responsible for delays or appropriation limitations over which it has no control.

ARTICLE XXXIII DURATION

Unless otherwise provided herein, the provisions of this Agreement with the exception of Article XXVII, Insurance, Section A, shall be effective as of July 1, 2004, and will remain in full force and effect until June 30, 2005.

Article XXVII, Insurance, agreed upon for this Agreement shall be effective on January 1, 2005 and will remain in full force and effect until December 31, 2005.

This Agreement is contingent on full funding by the County Commissioners of the Board of Education's Fiscal Year 2005 budget. In the event said budget is not given final approval by July 1, 2004, the parties shall renegotiate the Agreement upon the request of either.

Negotiations on a successor Agreement will begin on a date that is mutually agreed upon by each party.

signature page

NON-CONTRACT ITEMS

- A. Teachers shall have the option of receiving their annual salary on a ten (10) or twelve (12) month basis. Implementation of this option shall occur effective Fiscal Year 1996 or as soon thereafter as the Board is able to rewrite the payroll computer software to put this option into effect.

- B. Health and Safety - CCEA will be allowed to have a representative on the Safety Committee of each building.

- C. Extra Duties - The Board will administratively consider the concerns of Media Specialists with regard to additional duty days in the summer.

- D. Elementary School Improvement Teams (SIT) will be given the option of drafting a plan designed to improve planning time for the elementary teachers in their school. The Instructional Directors Division of the Board will design the conditions and approval procedures for the plan(s). Any Plan submitted for approval must not decrease instructional time for students, violate any clause of the negotiated agreement, and must demonstrate an effective and efficient use of funds used to implement the Plan. The Board will develop a fund through which the Plan(s) will be financed. The number of individual school Plan(s) implemented will be contingent on the number of Plan(s) submitted and the funding available. The Association may be represented on the Plan selection committee.

Memorandum of Understanding

Between

The Board of Education of Carroll County

and

The Carroll County Education Association

1. The Association will form a committee to investigate extra-duty compensation and make recommendations to the Board to address adjustments in that compensation. The Board's priority is to address the inequity between compensation for Class II Coaches and Class I Assistant Coaches. Recommendations from the committee will then be placed in the Agreement on the extra-duty scale.
2. The Board and CCEA agree to convene the Health Insurance Advisory Committee for the purpose of recommending options to the Superintendent for increasing the Board's contribution for retiree health insurance, plan design or other matters related to retiree health insurance.
3. The Superintendent of Schools will be given a budget request for the FY06 budget that provides media specialists five (5) summer add-on days to complete required media activities. In the interim, during school year 2003-04 and 2004-05, if requested, each media specialist will be provided with up to five (5) substitute days to complete required tasks.
4. CCPS will continue the goal of 300 minutes per week for elementary planning time and develop a plan for all elementary special area teachers to receive 300 minutes of planning time per week.
5. If state revenue to the Board exceeds expectations, the Board agrees to reopen negotiations for the 2004-2005 Agreement year for salary and insurance items.