



Negotiated Agreement

between

The Board of Education of Caroline County

and

The Caroline County Educators Association

Effective: July 1, 2011 – June 30, 2020

TABLE OF CONTENTS

AGREEMENT	3
PREAMBLE	3
ARTICLE 1 – RECOGNITION	3
ARTICLE 2 – SCHOOL BOARD AUTHORITY	4
ARTICLE 3 – DEFINITIONS	4
ARTICLE 4 – FAIR PRACTICES	4
ARTICLE 5 – ASSOCIATION RIGHTS AND PRIVILEGES	5
ARTICLE 6 – SCHEDULES AND WORKLOADS	8
ARTICLE 7 – PROFESSIONAL DEVELOPMENT	10
ARTICLE 8 – PROFESSIONAL EVALUATION	11
ARTICLE 9 – UNIT MEMBER TRANSFERS	13
ARTICLE 10 – REDUCTION IN FORCE	13
ARTICLE 11 – PROTECTION OF UNIT MEMBERS	15
ARTICLE 12 – STUDENT DISCIPLINE	15
ARTICLE 13 – TEACHER FACILITIES	16
ARTICLE 14 – TEACHER PARTICIPATION IN INSTRUCTIONAL ISSUES	17
ARTICLE 15 – PROMOTIONS	18
ARTICLE 16 – SICK LEAVE	18
ARTICLE 17 – SICK LEAVE PAYMENT UPON RETIREMENT	19
ARTICLE 18 – OTHER LEAVES OF ABSENCE	19
ARTICLE 19 – GRIEVANCE PROCEDURE	23
ARTICLE 20 – TEACHER’S SALARIES	25
ARTICLE 21 – FRINGE BENEFITS	27
ARTICLE 22 – EXTRA-PAY FOR EXTRA-DUTY	29
ARTICLE 23 – VOLUNTARY RETIREMENT INCENTIVE PLAN	31
ARTICLE 24 – GENERAL PROVISIONS	32
ARTICLE 25 – DURATION	32

**FINAL NEGOTIATED AGREEMENT
BETWEEN
THE BOARD OF EDUCATION
OF CAROLINE COUNTY
THE CAROLINE COUNTY EDUCATION ASSOCIATION**

AGREEMENT

This AGREEMENT, effective as of July 1, 2011, by and between the Caroline County Educators Association, hereinafter designated as "Association", and the Board of Education of Caroline County, hereinafter designated as the "Board".

PREAMBLE

The Board of Education and the Caroline County Educators Association (CCEA) believe that every child deserves a quality education. Further, we believe that a quality education is a fundamental right of each child and that all of our students can be academically successful. We mutually share the responsibility to ensure that our students will succeed. The parties of this agreement are dedicated to achieving the goals of the Caroline County Public Schools.

The Board of Education recognizes the extraordinary commitment of all school employees and the efforts that are made every day to benefit children. The Board also understands that excellence in education begins in the classroom. To that end, the Board continues its commitment to do everything within its power to provide wages, benefits and working conditions that will reward, attract and retain the best possible instructional staff. CCEA shares this commitment by communicating the needs of the public school system with community members and political leaders. It is hoped that through this sharing of responsibility, the prospects for full funding of this agreement will increase.

CCEA is committed to working in a collaborative environment with all other employees and the Board of Education in a manner that will enhance our students' chances for success.

ARTICLE 1 – RECOGNITION

- 1.1 **EXCLUSIVITY** - The Board recognizes the Association as the exclusive representative of all employees in the bargaining unit hereinafter defined, in accordance with Title 6, Subtitle 4, of the Education Article Annotated Code of Maryland. The rights and/or privileges granted to the Association in this Article will not be granted to any other teacher organization.
- 1.2 **BARGAINING UNIT** - The bargaining unit shall include all professionally certificated employees of the Board, excluding the following:

A. Management – The positions of Superintendent, Deputy Superintendent, Assistant Superintendent, Director, Supervisor, School Facilities Engineer, Coordinator, Principal and Assistant Principal, including positions involving part-time teaching responsibility.

B. Part-time – Part-time employees provided that such employees shall not be employed where a qualified full-time applicant is available and willing to accept the complete assignment.

C. Temporary – Any employee who is hired for a period of up to six (6) months and who is so informed at the time of hire and who is hired to fill a temporary job or for a special project or to replace any employee on leave.

ARTICLE 2 – SCHOOL BOARD AUTHORITY

CCEA recognizes that the Board of Education and the Superintendent of Schools reserve and retain full rights, authority and discretion in the proper discharge of their duties and responsibility to control, supervise and manage the Caroline County Public Schools under applicable law, rules and procedures. Nothing in this Agreement shall otherwise be construed to limit the powers and responsibilities conferred upon the Board or the Superintendent of Schools under the statutes and laws of the State of Maryland. Any failure to enumerate in this Agreement the retained powers, rights, authority and prerogatives of the Board or the Superintendent of Schools shall not be construed as waiver of any such powers, rights authority or prerogatives.

ARTICLE 3 – DEFINITIONS

- 3.1 **Teacher** – Unless otherwise indicated, the term "teacher(s)" shall refer to all members of the bargaining unit and references to males shall include females.
- 3.2 **Day(s)** – Unless otherwise indicated, the term day(s) shall refer to workdays.
- 3.3 **Emergency** – Emergency shall mean school, local, state, or national disasters, as determined by the Board or other appropriate officials.

ARTICLE 4 – FAIR PRACTICES

- 4.1 **No Reprisals** – There will be no reprisals of any kind taken against any employee by reason of his/her membership in the Association or participation in any of its lawful activities.
- 4.2 **Non-Discrimination** – The Board and the Association agree that it will not discriminate on the basis of race, color, sex, marital status, age, national origin, religion, sexual orientation or disability.

- 4.3 **Association Representation** – The Association recognizes its responsibility to represent fully and equally without discrimination all of the members of the unit in all relations necessary in the administration of this Agreement.
- 4.4 **Right to Representation** – Whenever a teacher is required to appear before a principal, department and/or the Superintendent for the purpose of discussing reduction of pay for disciplinary reasons, suspension, or dismissal, the supervisor will provide written notice of the meeting to the teacher. The teacher may have an Association representative present. All employees may have the right of Association representation at each step of the Grievance procedure. The notice provisions herein do not apply to situations where it is determined necessary to immediately remove the teacher from the school environment pending further investigation.
- 4.5 **Personal Life** – The personal life of a teacher shall be the concern of and warrant the attention of the Board only as it may interfere with the effective performance of his/her assigned functions.
- 4.6 **Freedom of Association** – The participation or non-participation in religious, political or lawful teacher association activities of a teacher conducted outside duty hours and off school property shall not be grounds for disciplinary action or for discrimination with respect to professional employment.
- 4.7 **Academic Freedom** – Teachers will be assured freedom to present fairly and objectively all sides of issues which are relevant to course content as prescribed by the Board of Education and which are appropriate to the maturity level and intellectual ability of the students.

ARTICLE 5 – ASSOCIATION RIGHTS AND PRIVILEGES

- 5.1 **Bulletin Boards** – The Board will designate a bulletin board reserved for the Association in each school for the purpose of displaying official notices, circulars and newsletters, none of which shall contain political endorsements of candidates for public office.
- 5.2 **Association Communications** – The Association will have the right to place official notices, circulars and other materials in teachers' mailboxes. A copy of anything to be distributed will be given to the principal at the same time as distributed to teachers.
- 5.3 **Association Meetings** – The Association shall have the right to use school facilities for meetings, without cost, at reasonable times beyond the workday.
- 5.4 **Access to Schools** – Association officers or employees will have access to all schools for the purpose of meeting with teachers during non-duty hours. With prior permission, duly authorized representatives of the Association and their respective affiliates may be permitted to transact official Association business on school property at all reasonable times, provided that this does not interfere with or interrupt school operations.

- 5.5 **Faculty Meetings** – Upon request to the principal, the Association's building representatives will be provided an adequate amount of time at the conclusion of building faculty meetings to report on matters involving the representation of teachers by the Association.
- 5.6 **Information to the Association** – The Board will provide the Association, upon request, all reasonable information concerning the financial resources of the system as included in annual financial reports, individual and group insurance premiums, experience figures and such other information that will assist the Association in representing teachers in negotiations and in grievances.
- 5.7 **Board Meetings** – The Association will be sent a copy of Board meeting agendas prior to meetings. A copy of approved Board minutes will be sent to the Association promptly following such meetings.
- 5.8 **Employee Lists** – No later than October 1 of any school year, the Board shall provide the Association with a list of all teachers which shall include their names and building assignments. During the school year, the Board shall provide the Association with a list of all changes, including resignations, promotions and new appointments.
- 5.9 **Orientation Meetings** – The Association shall be given a place on the agenda of county-wide orientation program(s) for new teachers to explain the function of the Association and benefits of membership.
- 5.10 **Convention** – In order that teachers may take advantage of instructional workshops and related activities during the MSEA Convention, the Friday of the Convention will not be scheduled as a student day. Teachers attending the MSEA Convention shall be granted professional leave for activities during the Friday of the MSEA Convention.
- 5.11 **Check-Off** – The Board will deduct from the pay of each employee covered by this Agreement all regular Association dues, provided that the Board has received written authorization from the teacher. All dues deductions will be made in 20 equal payments. Any teacher beginning dues deductions after the first payroll deduction period will have 1/20th of the annual dues deducted for the remaining pay periods through June. A teacher's written authorization shall be irrevocable through the end of the school year and shall renew itself thereafter, from year to year, subject each year to revocation prior to September 1. The deduction shall be made in equal installments, beginning with the salary check issued on or about September 30 of each year and ending with the last check issued at the end of the school year. In case of resignation within a school year, the balance due that year will be deducted from the final salary check issued to the employee after all other obligations are met. With each dues transmittal, the Board will provide the Association with a list of those bargaining unit employees who have authorized dues deductions. The Board agrees to transmit monthly to the Association all dues deducted pursuant to this section. The Board will deduct from teacher salaries, voluntary contributions to the CCEA/MSEA/NEA Fund for Children and Political Education.

5.12 **Inter-school Mail and Internet E-Mail Service** – The Association will have the right to use the interschool mail system for the purpose of transporting official notices, circulars, newsletters and other Association business to teachers none of which shall contain political endorsements of candidates. The CCEA may use the Internet e-mail service provided by the Board for communication with unit members in accordance with Board policies and regulations. A copy will be provided to the superintendent at the same time as distributed to teachers.

5.13 **Association Leave** – The president of the Association or his/her designee who is an elected official of CCEA shall, upon prior written notification to the Superintendent, be granted up to eight (8) days per year for CCEA/MSEA/NEA business and not to exceed more than two (2) consecutive days at a time, or in violation of restrictions in the Personal Leave Article. The Association will reimburse the Board for the full cost of the substitute, if any.

5.14 **Unit Member Representation Fee**

5.14.1 Effective for all teachers who begin work after July 1, 2016, the Board agrees that effective thirty (30) days after the date of initial employment or thirty (30) days after the opening of school, it will deduct from the bi-monthly earnings of all teachers in the collective bargaining unit an amount of money certified by the Association to be the bi-monthly fair share of the cost of representation by the Association, and shall pay said amount to the treasurer of the Association on or before the end of the month following the month in which such deduction is made.

5.14.2. The Association shall notify the school system of the amount certified by the Association to be the fair share of the cost of representation by the Association at least sixty (60) days prior to the commencement of the fair share deductions. The Association agrees to certify to the employer only such fair share costs as allowed by law. The Association agrees to inform the school system of any changes in the amount of fair share to be deducted at least sixty (60) days before the effective date of the change.

5.14.3. The Association shall provide teachers who are not members of the Association with an internal mechanism within the Association which is consistent with the requirements of state and federal law which will allow those teachers to challenge the fair share amount certified by the Association as the cost of representation and to receive, where appropriate, a refund of any monies to which they are entitled. The internal mechanism shall culminate in a decision by a third-party neutral, which decision shall be binding.

5.14.4. Pursuant to Maryland law, teachers whose religious beliefs are opposed to joining or financially supporting any collective bargaining organization are not required to pay a service or representation fee under this Agreement, but will be required to pay an equivalent amount of what other non-member teachers pay by way of “fair share” to a nonreligious, nonunion charity or to such other charitable organization as are mutually agreed upon by the teacher and the Association.

ARTICLE 6 – SCHEDULES AND WORKLOADS

- 6.1 **Instruction** – The Board of Education and CCEA agree that maximizing instructional time is vital for student learning. Further, it is agreed that teachers need time to plan as individuals and as teams, to participate in meaningful staff development activities, and to focus on the individual needs of students.
- 6.2 **Hours** – The total regular workday, with the exception of faculty meetings, will be 7.5 consecutive hours, including a full, unencumbered 30-minute duty free lunch period. The full unencumbered 30-minute, duty free lunch period may be adjusted for emergencies.
- 6.3 **Duty Days** – The current school year for ten (10) month bargaining unit members will not exceed one hundred ninety (190) days, the current school year for ten and a half (10.5) month bargaining unit members will not exceed two hundred (200) days and the school year for eleven (11)-month bargaining unit members will not exceed two hundred ten (210) days.
- 6.4 **Staff Meetings** – Staff meetings will be limited to two (2) meetings per month and the total of both meetings will not exceed a total of ninety (90) minutes in length.
- 6.4.1 The principal, in consultation with the School Improvement Team, will determine the time and dates for staff meetings.
- 6.4.2 Staff meetings will be published on or before the first student day of each school year. The schedule for staff meetings may be amended at the discretion of the principal or immediate supervisor when important or unexpected issues arise. Every effort will be made to minimize date changes.
- 6.4.3 Teachers will be required to attend, unless otherwise excused by the principal.
- 6.4.4 Staff meetings will not be scheduled on Fridays or on any day immediately proceeding any scheduled school holiday.
- 6.5 **Planning Time** – Teachers will have 240 minutes of individual planning time per normal week. This time will be scheduled in a minimum of a 45 consecutive minute block of time. The principal in consultation with teachers will decide upon the use of any additional non-instructional time beyond 45 minutes for instructionally related activities. In the following unforeseen circumstances, the 45 minutes of individual planning time may be less:
- A. Unscheduled delayed openings due to inclement weather. On these days teachers are expected to arrive a half-hour before the start of the adjusted student day, except for those who were previously scheduled to attend professional development activities. Teachers will not be expected to make up any lost time.

- B. Unscheduled early dismissals due to inclement weather. On these days teachers will be released of duty after the last school bus has departed. Teachers will not be expected to make up any lost time.
 - C. Crisis or drills
 - D. In case of emergencies, or to meet with parents and/or administrators.
- 6.5.1 Teachers can receive compensation at the rate of \$25.00 per 45 minutes for class coverage. Requests for class coverage is at the discretion and approval of the principal.
- 6.6 **Elementary Recess Supervision** – The Board of Education is committed to providing the necessary resources that will eliminate the need for teachers to provide supervision during the student 20-minute recess. CCEA will advise the Superintendent on a monthly basis as to the effectiveness of the implementation of this program.
- 6.6.1 The principal will meet with teachers to schedule these twenty (20) minutes, in addition to the 45-minute individual planning time.
- 6.6.2 CCEA will advise the Superintendent on a monthly basis as to the effectiveness of the implementation of this program.
- 6.6.3 On or before September 30th, the Superintendent will submit to the Association correspondence regarding the scheduling of planning time. In addition the Association agrees to share with the Superintendent any issues or concerns related to this matter on or before September 15th.
- 6.7 **Planning Day** – Teachers will be provided one full workday for individual planning prior to the start of school. No staff training or staff meetings will take place on this day. Decisions to use this day or any portion of it for team or departmental planning will be made by each individual member.
- 6.8 **Teacher Assignment** – All teachers on duty will be notified, in writing, on or before June 30, of their school, grade and/or subject assignment, years of teaching experience and placement on the salary schedule (lane and increment). Teachers will be told the reasons for any changes made after June 30. Teachers will be notified of their annual salary by the opening of school.
- 6.8.1 In arranging schedules for employees who are regularly assigned to more than one (1) school, every effort will be made to limit the amount of inter-school travel. Such a person will be notified in writing of any changes in his/her schedule as soon as practical.
- 6.8.2 Any tenured unit member assigned out of field will have an opportunity to request an assignment in his/her field and be given every consideration relative to this request. At the end of each assignment, the employee will be reassigned to a

classroom/area for which he/she is certified or he/she shall be notified in writing as to the reasons why the reassignment is not being granted.

- 6.8.3 Should a unit member be approved by the Superintendent to take additional coursework during his/her out-of-field assignment, one hundred (100) percent of his/her tuition and books will be paid by the Board. At the Board's discretion, flexibility and substitute coverage may be provided for travel and class attendance.
 - 6.8.4 Should a unit member be approved by the Superintendent to become highly qualified in a critical area, the Board will pay one hundred (100) percent of his/her tuition and books. At the Board's discretion, flexibility and substitute coverage may be provided for travel and class attendance.
 - 6.8.5 Should a unit member be involuntarily assigned and be required to report to another building after the first duty day of the year and before the end of the duty year, he/she will be granted one (1) workday to prepare for the new assignment. At the Board's discretion, additional time may be provided. The Board will also provide the individual with the necessary resources (boxes, packing/unpacking, moving, etc.) to help facilitate the move in a timely and efficient manner.
- 6.9 **Non-Teaching Duties** – Teacher participation in extra-curricular activities, such as coaching, ticket selling/collecting, chaperoning or other activities that extend beyond the regular workday, shall be voluntary.
- 6.10 The Board will make every reasonable effort to provide adequate clerical support to special education teachers responsible for annual reviews to assist in the scheduling of meetings, preparation of parent letters, and the photocopying and dissemination of IEP meeting notes.

ARTICLE 7 – PROFESSIONAL DEVELOPMENT

- 7.1 **General Responsibility** – CCEA and the Board of Education recognize and support the need to maintain and develop a staff that has the knowledge, skills, preparation and commitment necessary to meet the challenges of a complex classroom and related areas. The Board of Education accepts its responsibility to work with staff to develop a meaningful professional development program. CCEA accepts its responsibility to actively participate in the planning, implementation, participation and delivery of professional development and supports the idea that some elements of this program may be mandatory.
- 7.2 **County-Wide Professional Development Opportunities** – Representatives from CCEA will meet with central office administrators prior to August 1 of each year to review countywide professional development activities for the year. The review will include time, date and substance. During this meeting, CCEA will have the opportunity to review any professional development activities that will have required participation and to express opinions about each.

- 7.3 **Local School Professional Development Opportunities** – Local school programs will be planned by the principal in consultation with the school improvement team. A calendar for mandatory local school professional development activities will be provided each teacher by October 1. No professional development activities will be added to the calendar after October 1.
- 7.4 **County-Wide and Local School Optional Professional Development Opportunities** – County-wide and school optional professional development activities throughout the school year will be based upon the needs of the school system. A calendar for county-wide and school optional professional development activities will be provided to each teacher in the fall of each school year and updated periodically throughout the year.
- 7.5 **Stipends for Professional Development** – See Article 20.6 for stipend rates.
- 7.6 **Professional Development Planning** – School improvement teams are responsible for developing and implementing staff development as part of the annual school improvement plan. School improvement teams are encouraged to utilize teachers to deliver staff development.

ARTICLE 8 – PROFESSIONAL EVALUATION

- 8.1 **Evaluation Purpose** – The purpose of the professional evaluation system is to codify areas of strength and to provide specific instructions as to areas of needed improvement.
- 8.2 **Written Evaluation** – At the time of any formal evaluation conference with the principal, the teacher shall have access to any material that has been considered in the formulation of the evaluation and shall receive a copy of the evaluation report.
- 8.3 **Observations**
- A. All classroom observations of a teacher's work performance shall be conducted with full knowledge of the teacher. However, this clause shall not be construed to mean that inappropriate, dangerous or unprofessional acts that are incidentally observed during the routine course of the school day cannot be considered in a teacher's evaluation.
 - B. Furthermore, the observation of such acts shall be called to the attention of the teacher, both orally and in writing, by the principal as soon as is reasonably feasible, and action to correct such acts shall not be taken in the presence or hearing of students or other teachers unless failure to do so would result in a clear danger to students or others.
 - B. Teachers will be provided a copy of a class visit or observation report within seven (7) days.

8.4 **Conferences**

- A. All evaluative conferences and reports shall be conducted in a mutually professional manner and shall be for the purpose of rating a teacher's instructional competency and job performance.
- B. The statement, "The teacher's signature on the evaluation form does not mean that the teacher necessarily agrees with its contents," shall be affixed to all evaluation forms. The evaluation report shall not be submitted to the central office or placed in the teacher's file until a conference has been held with the teacher.

8.5 **Personnel File**

- A. No material derogatory to a teacher's conduct, service, character or personality shall be placed in the teacher's personnel file without the prior knowledge of the teacher. The person submitting the information must sign it. The teacher shall be given the opportunity to review such material, except for confidential references, by affixing his/her signature to the material with the express understanding that such signature in no way indicates agreement with the contents thereof. No such material shall be used in a hearing against a teacher unless opportunity for such review has been afforded. A teacher's refusal to sign will be noted by an administrator and a witness.
- B. The teacher shall have the right to answer any adverse material filed and his/her answer shall be attached to the file copy.
- C. The Board will provide a teacher the opportunity to examine his/her personnel file within two (2) days of the request being received by the Supervisor of Human Resources.
- D. A teacher's file shall be open to inspection only by those persons whose official responsibilities require such inspection.
- E. Adverse material properly placed in an employee's file and not acted upon within three (3) years shall be removed.

8.6 **Evaluation Instruments** – Pursuant to the provisions of the Education Reform Act, the Association and the Board agree to work collaboratively to develop and implement a performance evaluation of a certified teacher that will include data on student growth as a significant component of the evaluation and one of multiple measures.

The Board and Association shall establish an Evaluation Committee to jointly develop and recommend an evaluation instrument for presentation to the parties. The final evaluation instrument shall be approved by both parties consistent with Section 6-202 of the Education Article of the Annotated Code of Maryland.

The Committee shall be appointed as follows:

1. The Association shall appoint members, in addition to the Association President, or his designee.
2. The Board shall appoint members to the Committee.

The Committee shall include elementary, middle and high school representation.

Each party shall reserve the right to call experts as needed to address the development of the evaluation instrument.

ARTICLE 9 – UNIT MEMBER TRANSFERS

- 9.1 **Involuntary Transfers** – No involuntary transfer of teachers shall be made without a conference with the teacher, providing information as to the necessity of such transfer.
- 9.2 **Voluntary Transfers** – Each tenured teacher shall have until March 15 of each year to request a transfer to another school in the system. When such requests are in keeping with the instructional needs of the schools involved and are in the best interests of the school system, they shall be honored, if positions are available, until July 15. After July 15, there will be no voluntary transfers. Teachers who have requested transfers shall be notified, in writing, of the Board’s decision in such requests.
- 9.3 **Assignment and Transfers** – (General) - Subject to the provisions of this Article, the decisions concerning voluntary transfer and involuntary transfer rest with the Superintendent of Schools.

ARTICLE 10 – REDUCTION IN FORCE

- 10.1 **General Provisions** – The Board is committed to find appropriate employment for any current unit member who loses his/her position as a result of budget concerns, student enrollment, course selections, changes in the instructional program or changes in the curriculum. Should a reduction in force become necessary, the following factors will be used in determining the identity of the individual(s) impacted:
 - A. Highly Qualified (by federal definition)
 - B. Certification
 - C. Years of service to Caroline County
 - D. Needs of the school system
- 10.2 **Determining Years of Service**

- A. Seniority - Seniority shall be defined as continuous length of service in the bargaining unit.
- B. Calculation - For a full-time employee, seniority shall be calculated from the date that the employee signed his/her individual contract of employment. For a temporary employee, seniority rights shall become effective six (6) calendar months following initial employment but shall be retroactive to the employee's starting date. In the case of any teacher whose contract does not reflect a date of execution, such date, for the purposes of this sub-section, shall be his/her first regular working day in the employment of the Board.
1. Interruption of Service - Seniority shall continue to accumulate while a tenured teacher is on approved leave of absence or layoff. A teacher heretofore or hereafter promoted out of the bargaining unit shall retain such seniority as may have been earned while employed in a position which is included in the unit defined above, and may invoke such past seniority upon return to a unit position.
 2. Termination of Rights - A teacher shall lose seniority rights if he/she resigns, is discharged and not reinstated, does not have his/her contract renewed, is not recalled from layoff within twenty-four (24) months or is continuously absent due to illness or injury beyond his/her accumulated sick leave or approved leave of absence.
- C. Order of Layoff - In any reduction in personnel as a result of budgetary actions, teachers shall be laid off on the basis of their certification as to subject field or grade level and on seniority by date of employment as determined in accordance with Article 10.2(A). For purposes of layoff and recall, a teacher holding a general elementary or middle school certificate may not exercise seniority rights, unless otherwise appropriately certificated, for positions in music, art, foreign language, physical education, industrial arts, computer science, or other electives.
- D. Recall - Tenured teachers on layoff shall be recalled in the order of their seniority and certification when vacancies become available, as determined by the Superintendent of Schools. Each teacher recalled to active duty shall be sent notification by certified mail at the last address provided by the teacher. By written response postmarked not later than seven (7) calendar days subsequent to the receipt of the notice of assignment back to active duty, the teacher shall indicate to the Board his/her intent to report to the position assigned. Any written notification of no intent to report or failure to respond in writing during the specified period shall constitute a forfeiture of recall rights.

Tenured teachers who have been laid off from active duty shall be recalled before any teacher on leave of absence in excess of twelve (12) months. Teachers on leave of absence will be considered for layoff as though they were in active service. While a layoff continues, no new hires will be permitted unless there are no teachers on layoff qualified to fill a vacant position.

Tenured teachers shall retain recall rights for a period of two (2) years. During that period, such teachers shall have the option of continuing membership in the Board's group insurance plan by paying the full premium cost in advance to the Board each month.

ARTICLE 11 – PROTECTION OF UNIT MEMBERS

- 11.1 **General Provisions** – The Board and CCEA agree that it is our common interest to achieve, maintain, and if necessary, restore healthy and safe physical environments at all schools and facilities so that all staff, students and parents can learn, teach, and support teaching and learning. All health and safety concerns should be addressed and resolved expeditiously, at the lowest possible level, and to the extent possible, fully disclose the resolution. CCEA will not be held responsible for any financial costs to determine and/or restore any school facility to comply with health and safety standards.
- 11.2 **Just Cause** – No teachers will be disciplined or reduced in rank or compensation without just cause.
- 11.3 **Energy Conservation** – Conserving energy is every employee's responsibility.
- 11.4 **Transporting Students** – Teachers will not be required to drive his/her personal vehicle to transport a student on behalf of the school, but may volunteer to do so. A teacher who volunteers to use his/her personal vehicle to transport a student on behalf of the school must have written permission to do so from the school principal. The teacher will be required to show evidence of active insurance and a valid driver's license.
- 11.5 **Student Restraint** – The Board and CCEA supports voluntary training for all interested staff members in the proper techniques for restraining students. This may be required training for some positions.
- 11.6 **Personal Liability** – The Board will provide comprehensive liability insurance pursuant to Section 4-105 of the Education Article of the Annotated Code of Maryland. If a suit or claim is brought against a teacher by a parent or other claimant, the Board will provide legal counsel pursuant to Article 4-104 (d) of the Annotated Code of Maryland.

ARTICLE 12 – STUDENT DISCIPLINE

- 12.1 **General Provisions** – The Board and CCEA understands and accepts the critical role unit members assume in maintaining and improving student discipline. To that end, classroom disruptions should, whenever possible, be resolved between the teacher and the student. However, when a student's behavior seriously disrupts the instructional program to the detriment of other students, the teacher may remove the student from class and refer him to the principal or his/her designee. The principal or designee will determine when the student will return to class after conferring with the teacher.

- 12.2 **Serious Incidents** – If a teacher is subject to assault and/or battery, threats or other serious verbal abuse by a student, or if a teacher's property is maliciously damaged, stolen or is otherwise improperly taken by a student, the following shall apply:
- A. A written report of the incident shall be filed immediately with the principal by the teacher.
 - B. The principal or assistant principal shall cause the student to be removed from the teacher's class or workstation pending an administrative investigation.
 - C. Prior to readmission to the teacher's class or workstation, a written statement of the corrective action taken or to be taken by the principal shall be prepared. A copy shall be placed in the student's discipline file and one sent to the teacher.
 - D. At the teacher's request, the facts of the case and the proposed corrective action shall be reviewed by the Superintendent of Schools, or his designee.
 - E. If the principal or the teacher wishes to file criminal charges with the police concerning an assault, the principal, or designee, shall immediately call the police so that a proper investigation can be initiated.
 - F. The determination of the student's punishment shall be pursuant to the Board of Education policy on student conduct. The student shall not return to the teacher's class until final disciplinary action has been taken by the principal.
 - G. No teacher preferring charges or subpoenaed as a witness will lose leave time or salary for any time lost to participate in a legal proceeding resulting from such assault or theft.

ARTICLE 13 – TEACHER FACILITIES

- 13.1 **Minimum School Facilities** – The Board shall provide:

- A. A desk, filing cabinet and chair for each teacher.
- B. A telephone for teachers to use relative to their teaching assignments in addition to those used mainly for secretarial and/or administrative purposes, with reasonable effort made to assure privacy.
- C. A teacher work area for use in the preparation of instructional materials.
- D. A room to be reserved for the use of teachers as a faculty lounge.
- E. A staff restroom, separate from the students' restrooms.

ARTICLE 14 – TEACHER PARTICIPATION IN INSTRUCTIONAL ISSUES

- 14.1 **Equipment Training** – Each principal shall establish an annual training session for all teachers who request such training in the use of equipment available in their school. The number of sessions and the duration of each shall be determined by the principal, at the convenience of a majority of the teachers making the request. These sessions shall be established as early in the school year as the principal deems practical.
- 14.2 **Textbook Selection** – As new textbooks are considered for purchase in Caroline County, committees shall be established to study available textbooks and make recommendations. Such recommendations shall be made in light of the approved curricula and instructional goals of the Caroline County Board of Education. Teachers in the grades or subject area where the new textbooks are to be used will be offered the opportunity to serve on such committees. In case a committee cannot reach unanimous agreement on a single recommendation regarding an appropriate text, the teachers who dissent from the majority opinion of the committee may submit a recommendation to the Superintendent of Schools. The Board of Education shall be responsible for the final decision on textbook selection. The final selection of textbooks shall be publicized and distributed to all affected schools as soon as selection is finalized.
- 14.3 **Curriculum Development** – As new curricula are considered for use, or revision of existing programs, in Caroline County, committees of teachers, administrators and supervisors shall be formed to study and make recommendations. Such recommendations shall be considered in view of the county-wide program. Teachers serving on such committees shall be selected from the grades or subject areas where said curriculum shall be used. In case a committee cannot reach a consensus in order to make a single recommendation of an appropriate curriculum to the Superintendent of Schools, the dissenting members of the committee may also submit a recommendation to the Superintendent. The Board of Education retains its legal responsibility for final decision. Teachers shall receive appropriate renewal points for such participation where possible.
- 14.4 **Preparation of Grades** – Teachers will be relieved of instructional duties for one-half (1/2) day at the end of each marking period in order to prepare and record students' grades.
- 14.5 **Conferences** – The Board will endeavor to publicize conferences and/or programs that teachers may apply to attend during the duty day without loss of pay.
- 14.6 **Instructional Issues** – There shall be established annually a School System Improvement Council (SSIC) and a teacher representative from each school and the elected president/chairperson of The Caroline County Education Association shall serve as members.

ARTICLE 15 – PROMOTIONS

- 15.1 **Notice of Interest** – Teachers who desire to be considered for promotions to positions in the system which have a salary differential shall notify the Superintendent of Schools annually, in writing, of such desire. At the time of such notification, the teacher shall state his or her qualifications and certification status for the position or positions desired. If certification status is unknown, the Superintendent shall provide this information after consultation with the certification department of the State Department of Education. The teacher shall be responsible for keeping up to date his/her record of educational achievements which improve qualifications for promotion consideration.
- 15.2 **Posting** – Whenever administrative and supervisory positions are declared vacant in the county, notices shall be posted in each school and placed on the Board’s Human Resources website. A minimum of three weeks shall be given for those interested to apply. Such notices during the summer months when school is not in session shall also be mailed to teachers who have indicated, in writing, a desire to be promoted to administrative and supervisory positions.

ARTICLE 16 – SICK LEAVE

- A. Annual Allowance - At the beginning of each school year each teacher shall be credited with a ten (10) day sick leave allowance to be used for absences caused by illness or physical disability of the teacher. The unused portion of such allowance shall accumulate from year to year without limitation.

Sick leave may also be utilized for other excused health related absences, such as medical, dental, optical examinations, when the scheduling of such medical appointments and/or medical treatment cannot be accomplished outside of normal work hours or is impracticable on non-duty days.

In addition, teachers may use up to ten (10) days of accumulated sick leave each year for illness in the family (child, parent, parent-in-law, sibling, spouse, or anyone regularly living in the household other than a commercial boarder).

- B. Transfer of Leave - Teachers transferring from another Maryland school system or returning to the Caroline County system from an interruption in service shall be credited with all sick leave accumulated from either system. Based on available official records, the implementation of this change in practice shall be for all current teachers.
- C. Termination of Rights - Sick leave benefits shall terminate with seniority rights as defined in Article 10 of this Agreement.
- D. Interruption of Service - Teachers shall continue to earn sick leave while absent on short-term leave. Sick leave shall be maintained, but shall not accumulate during

the period of a leave pursuant to Article 18.1 Parental), 18.2 (Sabbatical), 18.6 (Military Service) and 18.10 (Association).

- E. Pro rata Adjustments - Teachers who are employed for less than a full school year shall earn sick leave at the rate of one (1) day per month or major portion thereof.
- F. Additional Leave - Where a medical disability extends beyond accumulated sick leave, the Board may grant additional paid or unpaid leave at its discretion.
- G. Pregnancy - Teachers shall, at their request, be allowed to use sick leave for absence due to disability connected with or resulting from pregnancy. Upon the termination of such disability, the teacher shall return to work unless she resigns or requests a leave of absence.
- H. Annual Notification - No later than September 30 of each school year, teachers shall be notified as to their number of accumulated sick leave days.
- I. Sick Leave Bank - The Board will continue the sick leave bank in accordance with state and federal laws and regulations.

ARTICLE 17 – SICK LEAVE PAYMENT UPON RETIREMENT

- 17.1 Teachers who are retiring with fifteen (15) years of service or more to Caroline County Public Schools shall be paid a stipend of \$50 per day for unused accumulated sick leave not credited by the Maryland State Retirement and Pension System towards full retirement. This is based on the methodology used by the Maryland State Retirement and Pension System as of 2012.

ARTICLE 18 – OTHER LEAVES OF ABSENCE

18.1 Parental Leave

- A. Leave Request - Tenured teachers shall, at their request and with approval by the Board, be granted a leave of absence without pay for child bearing and/or child rearing for such period of time as they specify, but not to exceed two (2) years.
- B. Substitute Teaching - No teacher on said leave shall, on the basis of said leave, be denied the opportunity to substitute in the Caroline County School System upon presentation of medical testimony that the teacher is able to do so.
- C. Adoption - Tenured teachers adopting an infant child shall, at their request and with approval by the Board, receive similar leave which shall commence upon the teacher's receiving defacto custody of said infant, or earlier, if necessary, to fill the requirements for the adoption.

- D. Reinstatement - Subject to the provisions of Article 10 (Reductions in Force), teachers returning from a parental leave of twelve (12) months or less, who indicated at the time of application for leave their intent to begin work at the beginning of the school year, shall be assigned to their former positions or their equivalent. Teachers returning from a leave in excess of twelve (12) months shall be assigned to the first available position for which they are certificated.

18.2 **Sabbatical Leave** – Upon approval by the Board of Education, teachers shall be granted sabbatical leave subject to the following conditions:

- A. Applicants must hold a professional certificate with a validity period extending beyond the sabbatical leave.
- B. Applicants must be employed by the Board for at least five (5) previous consecutive tenured years.
- C. A teacher granted a sabbatical leave must agree to return to regular employment for two (2) years following the sabbatical leave or repay all monies advanced. If the teacher does not return to regular employment at the end of the sabbatical, the amount owed will be due within sixty (60) days following the end of the leave, or upon voluntary termination of employment anytime during the two-year period of obligation.
- D. A teacher on sabbatical shall be paid at one-half (1/2) of his/her annual salary. Upon return, the teacher shall be advanced on the salary schedule on the same basis he/she would if he/she had been on regular employment.
- E. No more than two (2) teachers per year will be granted a sabbatical leave.
- F. A teacher must apply for sabbatical on or before December 15, preceding the sabbatical year, to be eligible.
- G. The Superintendent of Schools shall notify all candidates by March 1 of the school year in which they apply for leave as to whether or not they have been granted a sabbatical leave.
- H. The teachers nominated shall present a written plan of graduate study and/or trade school/training courses whenever graduate courses are not appropriate. The approved plan must be completed during the sabbatical leave. If the sabbatical is granted and the plan is not satisfactorily completed, the teacher shall refund all monies paid by the Board during the sabbatical leave within sixty (60) days.
- I. A teacher granted sabbatical leave shall be advised of his/her rights to pay into the appropriate retirement plan and retain credit toward retirement for the sabbatical leave time.

- J. A teacher on sabbatical leave shall receive the same insurance benefit as teachers on regular duty status.

18.3 **Personal Leave**

- A. All teachers shall be allotted three (3) days per year for personal leave without having to give a reason for such leave and without loss of salary. In all cases of personal leave the Superintendent of Schools, or his designee, must be notified, in writing, of the request. The request must be received by the Superintendent of Schools, or his designee, forty-eight (48) hours prior to the beginning of the requested leave, with the exception being a bona fide emergency, as determined by the Superintendent of Schools, or his designee, using reasonable discretion. In emergencies, a telephone call to the Superintendent of Schools, or his designee, is acceptable, and it shall be verified by a letter from the teacher within three (3) days from the date the teacher returns to work.
- B. The use of personal leave is governed by the following stipulations:
 - 1. Personal leave days will not be granted to more than 3% of the teachers on any duty day except in a bona fide emergency.
 - 2. Personal leave days cannot be used during the first ten (10) duty days of the school year for teachers and the last ten (10) duty days of the school year for teachers, except in cases of emergencies, as determined by the Superintendent of Schools. In addition, personal leave may be used within the first ten (10) and last ten (10) duty days of the school year, with the Superintendent's permission, to meet personal, family related obligations that are either unforeseen or unique, and that do not "fit" within established rules for other types of leave benefits.
 - 3. Personal leave days shall not be granted the day before or the day after Thanksgiving, winter or spring holidays.
 - 4. The Superintendent, or designee, using reasonable discretion, may waive any of the restrictions on personal leave to meet personal or family related obligations that are unforeseen and/or unique.
 - 5. Teachers who do not use any sick leave and personal leave in a school year will be granted two (2) additional sick leave days.
 - 6. Unused personal leave days will be converted to sick leave at the end of each year.

- 18.4 **Jury Duty Leave** – Teachers subpoenaed to serve as jurors must make arrangements with their immediate supervisor and the business office to be excused to serve as a member of a jury. Such an absence, if properly approved, will be granted without penalty to salary or other form of leave for which the employee may be eligible. Teachers must provide a copy of the official notification to their immediate supervisor at least seven

working days prior to the court date. A teacher being released from jury duty during working hours must return to his/her work station for the remainder of his/her workday, if released in sufficient time to have two or more hours on the job before normal quitting time.

18.4.1 Court Subpoena

- A. Court Subpoena – A teacher who is subpoenaed as a witness in a case (not related to their employment with the Board) may be granted unpaid leave for the period of time the teacher is unable to report to work. Written notice of the leave, to include a copy of the subpoena, must be provided to the teacher's supervisor at least seven working days prior to the court date. A teacher may use personal leave, if available. The use of personal leave does not negate the need to provide the notice called for in this paragraph.
 - B. Court Subpoena, on Behalf of the Board – A teacher who is subpoenaed as a witness in a case on behalf of the Board shall be granted paid leave for the period of time that the teacher is unable to report to work. The Board will grant paid leave to the teacher when subpoenaed to court on behalf of the Board. The Superintendent or his/her designee shall determine if the case is Board-related.
- 18.5 **Bereavement Leave** – Upon the death of a child, parent, grandparent, step-parent, step-child, brother, sister, husband, wife, mother-in-law, father-in-law, the mother or father of domestic partners, or anyone who has lived regularly in the household of a teacher (except a Commercial boarder), such teacher will be allowed up to five (5) consecutive working days' absence without loss of salary. One workdays' absence without loss of salary will be allowed for the death of a grandchild, uncle, aunt, niece, nephew, sister-in-law or brother-in-law.
- 18.6 **Military Service** – Leave shall be granted teachers, without loss of salary, for involuntary military service. All teachers who are members of the military or naval establishments of the United States or of the State of Maryland shall be granted leave on those days during which they shall be engaged in any military or naval duty to which they shall be ordered by proper authority, not to exceed fifteen (15) calendar days in any year without loss of pay for the working days included in such leave.
- 18.7 **Accidental Injury** – Teachers who sustain injuries occurring in connection with their assigned duties and who are absent for longer than three (3) consecutive workdays shall be given leave of absence with pay offset by Workmen's Compensation benefits, for a period not to exceed ninety (90) workdays. Beyond this limit, the teacher shall use accumulated sick leave, offset by Workmen's Compensation benefits, or request an unpaid leave of absence. The teacher shall be required to submit written notification from a licensed physician of being physically or mentally unable to perform his/her duties.
- 18.8 **Assault Leave** – In cases of assault of a unit member, the provisions of Article 6-111 of the Annotated Code shall apply.

- 18.9 **Religious Holiday Leave** – Each teacher shall be granted up to three religious holidays annually, without loss of salary, upon written request to the Superintendent. The request should include the name of the specific holiday that is being observed.
- 18.10 **Association Leave** – Upon request, one (1) teacher designated by the Association will be granted a leave of absence for up to two (2) years without pay for the purpose of serving as an elected officer in the state or national association.
- 18.11 **Pay and Benefits** – Leaves granted pursuant to Articles 18.3 (Personal), 18.4 (Jury), 18.5 (Bereavement), 18.6 (Military), 18.7 (Accidental) 18.9 (Religious Holidays) shall be without loss of salary or benefits. Except as otherwise provided in this Article or by law, teachers taking approved leave shall be afforded the opportunity to continue retirement and/or health insurance benefits by paying the full cost thereof to the Board each month in advance.
- 18.12 **Reinstatement** – Subject to the provisions of Article 10 (Recall), teachers returning from extended leaves of absence, pursuant to Article 18, of twelve (12) months or less and who indicate at the time of application their intent to begin work at the beginning of the succeeding school year shall be assigned to their former positions or their equivalent. Teachers returning from extended leaves of absence in excess of twelve (12) months, as well as teachers returning from any leave of absence pursuant to Article 18 (Other Leaves of Absence), 18.6 (Military), and 18.10 (Association Leave) shall be assigned to the first available position for which they are certificated.

ARTICLE 19 – GRIEVANCE PROCEDURE

- 19.1 **General Purpose** – The purpose of this procedure is to secure, at the lowest possible administrative level, an equitable solution to the problems that may occur in the administration of this Agreement.
- 19.2 **Definitions**
- 19.2.1 Grievant – A teacher, group of teachers, or the Association making the claim.
- 19.2.2 Grievance - An alleged violation, misrepresentation, or misapplication of this Agreement.
- 19.2.3 Employer - The Board of Education or its administrative officers.
- 19.2.4 Days - Working days.
- 19.3 **Procedural Steps** – All grievances must be initiated within fifteen (15) days from the date of its occurrence or the date the grievant knew or should have known of the act or condition that is the basis of the complaint. Adjustments to the timelines outlined in this Article may be made with the mutual consent of both parties.

Step 1: An employee will present the grievance orally to his/her immediate supervisor.

Step 2: A grievance not resolved in Step 1 will be submitted in writing to the immediate supervisor provided that it is submitted within ten (10) days following the knowledge of the act that is the basis of the complaint. The immediate supervisor will have ten (10) days to give a written decision after the receipt of the grievance.

Step 3: A grievance not resolved in Step 2 can be moved to Step 3 by written notice to the Superintendent of Schools, or his/her designee, within ten (10) days after the receipt of the Step 2 decision. The Superintendent of Schools, or his/her designee, will have fifteen (15) days to give a written decision after the receipt of the grievance.

Step 4: A grievance not resolved in Step 3 can be moved to Step 4 by written notice to the Board within ten (10) days after the receipt of the Step 3 decision. The Board will have twenty (20) days to give a written decision after the receipt of the grievance.

Step 5: Binding Arbitration – If the grievance is not resolved in Step 4, the Association may move the matter to binding arbitration within ten (10) days. The Board and the Association will attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, then a request for a list of arbitrators will be made to the American Arbitration Association (AAA) or any other agreed upon mediation organization by either party. The decision of the arbitrator will be final and binding.

19.4 **Jurisdiction and Authority of Arbitrator** – The jurisdiction and authority of the arbitrator and his/her opinion and award will be confined to the express provision of this Agreement at issue between the Association and the Board.

19.4.1 He/she will have no authority to add to, alter, detract from, amend, or modify any provision of this Agreement, or to make any award that will in any way deprive the Board of any of the powers delegated to it by law and not encompassed in this Agreement.

19.4.2 The award of the arbitrator, in writing, except if set aside by a court of competent jurisdiction, will be binding on the aggrieved teacher or teachers, the Association, and the Board.

19.4.3 The arbitrator's decision will be made within thirty (30) days of the presentation of the case.

- 19.4.4 The arbitrator will not have the authority to consolidate separate grievances for a single hearing without mutual consent of the Board and the Association.
- 19.4.5 The cost for the services of the arbitrator will be shared equally by the parties.
- 19.5 **Association Representation** – All teachers will have the right of Association representation at each step of the grievance procedure.
- 19.5.1 Any individual teacher or group of teachers will have the right to present grievances to their employer and to have such grievances adjusted without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of the Agreement and the Association has been given opportunity to be present and make statements at such adjustments.
- 19.5.2 Copies of the employer decision given at any step of the grievance procedure in any grievance whatsoever will be delivered to the Association.
- 19.5.3 No grievance may be submitted to arbitration without the consent of and representation by the Association.
- 19.6 **No Reprisals** – No reprisals will be invoked against any teacher for processing a grievance or participating in any way in the grievance procedure.
- 18.6.1 At all steps, it is intended that the communication tone between employer-employees be positive and productive.

ARTICLE 20 – TEACHER’S SALARIES

- 20.1 **Teacher’s Salary** – The salary scale for 2017-2018 is attached and reflects a 1% COLA. All teachers who are entitled to an increment shall receive such increment.
- 20.2 **National Board Certification** – Teachers who receive National Board Professional Teaching Standards Certification (NBPTS) shall receive \$2,000 annually provided their NBPTS certificate remains in good standing.
- 20.3 **Pay Periods** – Teachers shall have the option of being paid over a ten (10) or twelve (12) month period (twice per month) beginning in September of each school year. When schools are closed on a designated payday due to an emergency, paychecks will be distributed on the next regularly scheduled Board mail delivery day. Regardless of the pay option selected, the Board will provide information as required by insurance inquires and will also include per diem rate on inquires.
- 20.4 **Direct Deposit** – All teachers hired after July 1, 1992, will receive their salary through direct deposit. Direct deposit will be made to any institution of the teacher’s choice that

has been assigned an American Bankers Association (A.B.A.) routing number for the purpose of transferring funds.

20.5 **Pre-tax** – The Board shall provide for pre-tax payroll deductions for all insurance that qualifies for such under Section 125 of the IRS code.

20.6 **Stipends for Professional Development, Summer School and Evening School** – Teachers will be paid for the following professional activities that are held in the summer or that are scheduled beyond the regular 7.5 hour duty day:

Professional Development – Attendance	\$25 per hour
Professional Development – Curriculum Revision	\$28 per hour
Professional Development – Instructing	\$30 per hour
Teacher – Summer School, Evening School	\$30 per hour

20.7 In an effort to meet the challenges of recruiting and retaining the highest quality staff, the Board and Association agree that the following may be offered:

- A. Incentives for recruiting and retaining teachers in critical need areas as identified by the Maryland State Department of Education (Annual Staffing Report)
- B. An early signing bonus
- C. Moving expenses
- D. Classroom supplies

20.7.1 Said incentives will not be tied to tenure. By June 1 of each school year the Board shall provide the Association a report of all paid incentives for the current school year.

20.8 Bargaining unit members who work at a school in which the data suggests that the school has not met established state standards may be required by the Board to work up to one (1) week before the next contract year to participate in professional development.

20.8.1 Bargaining unit members will be paid at their per diem rate of pay

20.8.2 Bargaining unit members will receive one-half (.5) additional sick day for the completion of the professional development

20.8.3 Rights and privileges of this Negotiated Agreement (Articles 4, 5, 16, 18, 19) will be in effect.

20.8.4 Bargaining unit members who have conflicts such as childcare, summer employment, college/university classes, etc. may be excused at the Board's discretion.

20.8.5 Except for teachers new to the staff, unit members must receive written notification of the Board's intent to provide professional development, as well as the dates, no later than the last day of school preceding the training.

ARTICLE 21 – FRINGE BENEFITS

21.1 **Health Insurance** – The Board agrees to provide two health insurance options for teachers as determined by the ESMEC Health Insurance Alliance as specified below. In addition, the Board agrees to provide a dental insurance plan to teachers as determined by the ESMEC Health Insurance Alliance, which may be combined with either Option 1 or Option 2. The Board agrees to pay up to 90% of the premium cost for individual (unless otherwise indicated) and 71% of the premium cost for parent/child, husband/wife, and family (unless otherwise indicated) for Option 1 and/or the dental insurance plan or up to 91% of the premium cost for individual (unless otherwise indicated) and 74% of the premium cost for parent/child, husband/wife, and family (unless otherwise indicated) for Option 2 and/or the dental insurance plan. Dependent coverage shall comply with Federal and/or State requirements. Copays, Deductibles, Out of Pocket Expenses, and Plan Specifics will be determined by the ESMEC Health Alliance. ESMEC will determine any plan design changes by December 31st of each year to take effect September 1 of the following year.

Option 1: A Preferred Provider Network (or Preferred Provider Organization) plan including a prescription drug program and a vision plan. For this plan, the Board will pay all costs above the amount paid by teachers for the term of this Agreement.

Option 2: An Exclusive Provider Organization (EPO) plan, including a prescription drug program and a vision plan. For this plan, the Board will pay all costs above the amount paid by teachers for the term of this Agreement.

21.1.1 **Advisory/Wellness Committee:** The Board will hold a meeting of the advisory/wellness committee within one month following each ESMEC Health Alliance meeting to communicate decisions made by the ESMEC Health Alliance. A teacher representative shall serve as a member of this committee.

21.1.2 **ESMEC Health Trustee Selection:** Any unit member can apply to be a trustee. CCEA will review all interested applicants and endorse a candidate to be approved and appointed by the Board at the September Board meeting as the second trustee to the ESMEC Health Alliance.

21.2 **Pretax Health Care Flexible Spending Account** – The Board will establish a pretax health care flexible spending account at the request of individual teachers. Eligible expenses shall be reimbursed by the Board's, pretax health care flexible spending account administrator according to the approved procedures. The pretax health care flexible spending account will be administered according to federal/state requirements for qualified plans.

21.3 **Pretax Dependent Care Flexible Spending Account** – The Board will establish a pretax dependent care flexible spending account at the request of individual teachers. Eligible expenses shall be reimbursed by the Board's pretax dependent care flexible spending account administrator according to the approved procedures. The pretax dependent care flexible spending account will be administered according to federal/state requirements for qualified plans.

21.4 **Term Life Insurance** – The Board shall provide, at no cost to the teacher, an individual term life insurance policy in the amount equal to one times annual salary, with a provision for accidental death and dismemberment that will provide up to two (2) times the value of the insurance policy.

21.5 **Additional Insurance** – The Board agrees to make available on a group basis and to provide payroll deductions for each teacher for the insurance programs listed below or insurance programs which equal or exceed those listed below.

A. American Family Life - Cancer Care

B. American Family Life - Cancer Life

C. Educator's Mutual

21.6 **Insurance Guidelines**

A. If any of the group insurance programs cannot be offered on a group basis due to lack of participation, the Board shall not be held liable for the coverage.

B. If a married teacher's spouse is also employed by the Board, the maximum insurance allowance may be combined to pay insurance premiums, provided that the benefit shall not exceed 100% of the cost of the health and dental insurance referred to in 21.1.

C. The Board agrees to make monthly premium payments at no cost to the individual up to the maximum or actual allotment as stated above. Additional premium costs will be deducted from paychecks on a prorated per paycheck basis beginning with the first paycheck in September.

21.7 **Tuition Reimbursement**

A. The Board will reimburse teachers the University of Maryland cost per credit hour, less any other tuition reimbursement or waiver of tuition costs. Reimbursement shall be for up to nine (9) credit hours per year of graduate and/or undergraduate credits earned with all grades of "C" or better, and that are taken to meet a Maryland state certification requirement. All courses subject to reimbursement shall be included in the teacher's Professional Development Plan.

- B. If the cost of such tuition is less than the stated amount per credit the Board shall reimburse teachers for the full cost of said tuition.
- C. Teachers paid for credit earned during the spring semester must teach in the county during the school year following the summer session. The Board may waive this requirement under extenuating circumstances.
- D. Teachers shall receive reimbursement within 30 days of the submission of the grade report.
- E. The provisions of this Article also include provisional teachers.

21.8 **Mileage Reimbursement** – The Board of Education shall reimburse teachers for authorized travel at the rate equal to that set by the Internal Revenue Service for tax purposes effective upon receipt of official notification.

21.9 **Tuition Waiver** – The Board will waive the county share of the tuition cost when a teacher who resides out-of-county enrolls his/her resident child/children of legal custody in a Caroline County Public School. This benefit shall be reported according to Internal Revenue System (IRS) regulations. Transportation shall be provided at the teacher's expense to the nearest existing bus stop to the school being attended.

21.10 **Wellness** – The Board will establish a wellness initiative designed to improve employee health and provide monetary rewards for attaining certain goals. One element of the wellness initiative will be outstanding attendance.

21.11 **Insurance Reimbursement Account** – Teachers who are not in any Board sponsored basic insurance plan (health, dental) shall be eligible for a \$500 stipend. Teachers must submit written proof of their health insurance coverage in order to be eligible for this stipend.

ARTICLE 22 – EXTRA-PAY FOR EXTRA-DUTY

22.1 **Extra Duty** – Extra duty assignments shall be voluntary and for one school year only. Assignments to extra duty positions shall be made prior to the end of each school year, unless teachers are not available. If a teacher is not reassigned to a position held the previous year, the principal will confer with the teacher and state the reasons for not reassigning the teacher. However, this shall not be construed to mean that just cause must be shown, as indicated in Article 11.2, or that any teacher has a continuing right to be assigned to an extra duty position. All schools will post names of clubs and organizations and the pay for each at that site. Each year the Extra Pay for Extra Duty salaries will increase by the same percentage as the percentage salary increase for teachers.

<u>Group I</u>	\$2525
Head Varsity Football Coach	

Head Varsity Basketball Coach (Boys and Girls)
Athletic Director
Trainer

Group II \$2020

Head Wrestling Coach
Head Varsity Baseball Coach
Head Track Coach (Boys and Girls)
Head Softball Coach
Head Junior Varsity Basketball Coach
Head Junior Varsity Football Coach
Head Lacrosse Coach

Group III \$1616

Cheerleader Coach
Head Tennis Coach
Head Volleyball Coach
Head Field Hockey Coach
Head Soccer Coach
Assistant Varsity Football Coach
Assistant Lacrosse Coach

Group IV \$1212

Head Junior Varsity Baseball Coach
Head Golf Coach
Head Cross Country Coach
Other Assistant Coaches

PERFORMING ARTS

Group I \$2525

* High School Band Director

Group II \$2020

* High School Choral Director
** High School Drama Director

Group III \$1616

***Middle School Band Director
** Middle School Drama Director
Assistant High School Band Director

Group IV \$1212

***Middle School Choral Director
** Elementary School Choral Director
** Elementary School Band Director
Middle School Assistant Band Director

- * Based upon a minimum of ten (10) performances per year
- ** Based upon a minimum of two (2) performances per year
- *** Based upon a minimum of five (5) performances per year

CLUBS/ACTIVITIES

Group I \$1010
 Junior Class Advisor
 Senior Class Advisor

Group II \$505
 Freshman Class Advisor
 Sophomore Class Advisor
 SGA Advisor
 All other clubs, organizations and advisor positions.

ARTICLE 23 – VOLUNTARY RETIREMENT INCENTIVE PLAN (VRIP)

23.1 Definition - The VRIP for teachers is designed to provide a cash incentive to participating employees while also providing budgetary savings to the Board of Education over an extended period of time. It is the Board’s intent to offer this same retirement incentive plan every year going forward.

23.2 Effective Date - Eligible teachers who agree to retire at the conclusion of the school year (effective retirement date of July 1) may participate in the VRIP plan. An official letter of intent to retire must be received in the Personnel Office no later than January 15 in the year of retirement. The submission of this written intent to retire is irrevocable.

23.3 Eligibility - All regular full-time or part-time teachers under contract with the Caroline County Public School System shall be eligible to participate provided the teacher:

1. Is eligible for full service retirement under the State Teacher/Employee Retirement or Pension System based on years of service, and
2. Has been employed by Caroline County Public Schools for no less than the last fifteen (15) consecutive school years immediately preceding the July 1 effective retirement date.

23.4 Benefits:

1. Year 1: Ten percent (10%) of annual salary
2. Participants may elect to receive the payment according to one of the following options:
 - a. Receive all or part of the payment in July or January immediately following retirement
 - b. Defer all or part of the payment to a 403(b) or 457 plan
 - c. Defer all or part of the payment to be applied toward future health insurance premiums
3. Each participant in the VRIP will continue to receive the applicable Board contribution provided to active employees (if needed) during the first two (2) years of retirement. After that, the participant shall receive the retiree health insurance benefit in accordance

with Board policy.

ARTICLE 24 – GENERAL PROVISIONS

- 24.1 **Severability** – If any provision of this Agreement or any application thereof to any teacher or group of teachers is held to be contrary to law by a court of competent jurisdiction, such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect until the Agreement expiration date. The parties will meet not later than ten (10) days after any such holding for the purpose of renegotiating the provisions affected.
- 24.2 **Successor Agreement** – No later than December 1, the parties shall undertake good-faith negotiations for the purpose of entering into successor Agreement for the forthcoming year.
- 24.3 **Impasse Procedures** – In the event that an impasse in negotiations is declared, the impasse process shall be conducted pursuant to regulations adopted by the Public School Labor Relations Board and in compliance with the provisions for handling an impasse as provided by Title 6, Subtitle 4 and 5, et.seq. of the Education Article of the Annotated Code of Maryland.
- 24.4 **Distribution** – A copy of this Agreement will be provided to each employee in the negotiating unit by the Board.

ARTICLE 25 – DURATION

This Agreement is hereby entered into this 12th day of July 2011 and its provisions shall be effective as of July 1, 2011, and shall remain in full force and effect through June 30, 2020, except for Article 20.1, which shall be open annually unless otherwise agreed to by both parties. In addition either party may reopen two articles of its choice.

Caroline County Educators
Association, Incorporated
by:

Board of Education of
Caroline County
by:

President

President

Superintendent of Schools
by:

Superintendent of Schools