

Contract Between

The Education Association of Charles County

And

The Board of Education of Charles County

FY 2013 - 2015

TABLE OF CONTENTS

ARTICLE 1	4
<i>PREAMBLE</i>	4
ARTICLE 2	5
<i>GRIEVANCE PROCEDURE</i>	5-6
ARTICLE 3	7
<i>BOARDS RIGHTS AND RESPONSIBILITIES</i>	7
ARTICLE 4	8
<i>ASSOCIATION RIGHTS</i>	8-11
ARTICLE 5	12
<i>EMPLOYEE RIGHTS</i>	12
ARTICLE 6	13
<i>EMPLOYEE ASSIGNMENT</i>	13-14
ARTICLE 7	15
<i>VOLUNTARY REASSIGNMENT</i>	15
ARTICLE 8	16
<i>INVOLUNTARY REASSIGNMENT</i>	16
ARTICLE 9	17
<i>VACANCIES AND PROMOTIONS</i>	17
ARTICLE 10	18
<i>MAINTENANCE OF CLASSROOM</i>	18-19
<i>CONTROL AND DISCIPLINE</i>	18-19
ARTICLE 11	20
<i>NON-TEACHING DUTIES</i>	20
ARTICLE 12	21
<i>WORK HOURS AND WORKLOAD</i>	21-25
ARTICLE 13	26
<i>PERSONNEL EMPLOYMENT PROVISIONS</i>	26-27
ARTICLE 14	28
<i>SALARIES</i>	28-29
ARTICLE 15	30
<i>EXTRA PAY FOR EXTRA DUTY</i>	30-37

ARTICLE 16.....	38
<i>TUITION REIMBURSEMENT AND STAFF DEVELOPMENT.....</i>	<i>38-39</i>
ARTICLE 17.....	40
<i>GROUP INSURANCE PACKAGE.....</i>	<i>40-43</i>
ARTICLE 18.....	44
<i>EXTENDED LEAVES OF ABSENCE.....</i>	<i>44-46</i>
ARTICLE 19.....	47
<i>SICK LEAVE.....</i>	<i>47-48</i>
ARTICLE 20.....	49
<i>OTHER LEAVES.....</i>	<i>49-52</i>
ARTICLE 21.....	53
<i>COMPLAINTS CONCERNING SCHOOL PERSONNEL.....</i>	<i>53</i>
ARTICLE 22.....	54
<i>EMPLOYEE FACILITIES.....</i>	<i>54</i>
ARTICLE 23.....	55
<i>EMPLOYEE EVALUATION.....</i>	<i>55-68</i>
ARTICLE 24.....	69
<i>REDUCTION IN FORCE.....</i>	<i>69-70</i>
ARTICLE 25.....	71
<i>COLLABORATIVE DECISION MAKING.....</i>	<i>71</i>
ARTICLE 26.....	72
<i>IMPLEMENTATION RESPONSIBILITY.....</i>	<i>72</i>
ARTICLE 27.....	73
<i>PRIVATIZATION.....</i>	<i>73</i>
ARTICLE 28.....	74
<i>ACADEMIC FREEDOM.....</i>	<i>74</i>
ARTICLE 29.....	75
<i>DURATION AND SEVERABILITY.....</i>	<i>75</i>

ARTICLE 1

PREAMBLE

- A. The Board and the Association firmly believe that the primary function of the Board and its professional staff is to assure each boy and girl attending the Charles County Public Schools the optimum of educational opportunities obtainable. The Board recognizes that teaching is a profession. The Board and The association believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation, and effective communication exist between the Board and its professional staff.

- B. As used in this agreement, the term "Employee" refers to all certificated professional employees.

- C. As used in this agreement, the term "Unit I Member" refers to classroom teachers, counselors, librarians, teachers of J-ROTC, county resource teachers and speech therapists.

- D. As used in this agreement, the term "Unit II Member" refers to directors, coordinators, Principals, Vice-Principals, administrative assistants, supervisors, specialists, assistant supervisors, psychologists, pupil personnel workers and helping teachers.

- E. Retired Rehired Unit One and Unit Two certificated employees hired by the Charles County Board of Education will have the same rights, benefits, and salaries conferred on all other certificated employees by the Negotiated Agreement between the EACC and the Charles County BOE except as noted within the contract.

ARTICLE 2

GRIEVANCE PROCEDURE

A. Definitions

1. Grievant. A "Grievant" shall mean 1) an employee of the Board of Education of Charles County or 2) the Education Association of Charles County filing a grievance.
2. Grievance. A "grievance" is a claim in writing that there has been a violation, misinterpretation, or misapplication of the terms of this agreement.
3. Employer. "Employer" shall mean the Board of Education of Charles County or its administration.
4. Days. "Days" shall mean working days, as specified in Article XII, Paragraph B of this agreement.

B. Procedures and Levels

Within twenty (20) days following knowledge of the act or condition which is the basis of the complaint, the grievant may file a grievance with the administrator who made the decision on the issue being grieved.

Level 1: The administrator being grieved, or his designated representative, shall have five (5) days to give a written decision after receipt of the grievance.

Level 2: If the grievance is not settled at Level 1, within five (5) days the grievant may move it to Level 2 by a written notice to the Division Head. The Division Head or his designated representative shall have ten (10) days to give a written decision after receipt of such notice.

Level 3: If the grievant is not satisfied with the decision rendered by his Division Head or his designated representative at Level 2, he may appeal to the Superintendent within five (5) days of the receipt of the decision of the Division Head or his designated representative. The Superintendent or his designated representative will respond within fifteen (15) days after receipt of the appeal.

Level 4: If the grievance is not settled at Level 3, the grievant, with the approval of the association, may, within ten (10) days, move the matter to

arbitration under the voluntary labor arbitration rules of the American Arbitration Association.

C. Arbitration

- a. The parties further agree to accept the arbitrator's award as final and binding upon them. If the grievance is not submitted to arbitration within the above stated time limit, the grievance shall be deemed to be waived and shall not be subject to further discussion or appeal.
- b. The arbitrator shall have no authority to add to, alter, amend, or modify any provision of this agreement or to make any award which will in any way deprive the Board of any of the powers delegated to it by law and not encompassed in this agreement.
- c. The Association and the board shall each bear its own expenses in these arbitration proceedings, except that they shall share equally the fee and other expenses of the arbitrator in connection with the arbitration of the grievance.

D. Association Representation

All employees shall have the right of Association representation at each step of the grievance procedure. Any individual employee shall have the right at any time to present grievances to their employer and to have such grievances resolved, without the intervention of the Association.

E. No Reprisals

No reprisals shall be invoked against any employee for processing a grievance or participating in any way in the grievance procedure.

ARTICLE 3

BOARD RIGHTS AND RESPONSIBILITIES

Subject to the provisions of this agreement, the Association recognizes the Board's rights and responsibilities as contained in the Board of Education of Charles County Policies, rules, regulations, and procedures, the State Board of Education bylaws and declarative judgments, and the Annotated Code of Maryland (Education Article). Copies of the Education Article of Maryland, the Board of Education of Charles County Policies, and the State Board Bylaws are available in each school, and employees are encouraged to review their contents.

ARTICLE 4

ASSOCIATION RIGHTS

- A. The Board Agrees that it will not discriminate against any employee with respect to wages, hours, or other conditions of employment by reason of his membership in the Association, or collective professional negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board and the Association agree to furnish each other in response to reasonable requests all available information or document required for negotiations.
- C. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that such transactions shall not interrupt the normal school operations. Representatives of the Association will sign in and out of the school buildings; however, the Board Administration will not impede the ability of association representatives to communicate with unit members, provided they do no disrupt instruction.
- D. The Association will have the right to have placed in the Superintendent's packet for all new employees' materials prepared by the Association. The Association also will be given a place on the agenda of any orientation program held for new employees.
- E. The Association will be given the opportunity to make recommendation to the Superintendent concerning the school calendar prior to its adoption. A copy of materials for general distribution pertaining to the calendar shall be forwarded to the President of the Association.
- F. The Association's President's designee shall be granted leave to conduct Association business. The following conditions govern the leave:

The leave shall not exceed more than seventy-five (75) days in one fiscal year.

1. The Association obligates itself to forward a check to the Board amounting to the salary of a certified substitute teacher multiplied by the number of full-time equivalent workdays of leave.
2. The length of a workday shall be as defined in Article XII, Section A, of this document.

3. The leave shall be taken in not less than one-half (.5) day increments.
 4. The notice of leave shall be given to the appropriate administration at least 24 hours prior to the date and/or time the leave is to commence. In using Association leave, every effort will be made by the EACC not to interfere with the administration of tests.
 5. At least 15 days of Association leave will be available for use by the EACC Treasurer, at the Association President's request, to conduct official Association business.
 6. At the beginning of the school year, the EACC President will forward to the Executive Director of Human Resources a list of any known dates and designees to be released on Association leave in the upcoming year.
- G. The Board will provide payroll deductions of dues for the United Education Profession in the following manner:
1. The Board shall deduct dues from employee's salaries for the Education Association of Charles County, Maryland State Education Association and the National Education Association as said employees voluntarily authorize such deductions by means of an appropriate Board-approved written authorization form. The Association shall collect and compile all completed authorization forms and submit them to the Board on or before September 30th of each school year.
 2. Payroll deduction of dues is continuing and cancellation of dues deduction can be effected only by a written notice sent by certified mail to the Association office by September 10th, to be compiled for submission to the Board on or before September 30th of each school year.
 3. Deductions will be withheld starting with the first pay period of October and ending the last paycheck in June, in equal payments, generally twice per month. An employee who begins payroll deductions after the first paycheck in October may not elect to have dues deducted in more payments than the number of pay periods remaining in that school year.
 4. An employee whose contract is terminated during the school year shall have deducted from his final salary payment an amount equal to his remaining dues authorization.
 5. The Board shall forward the United Education Profession dues to the Association within a reasonable period of time following each deduction date. The Board will provide the Association with a list of those teachers from whose paychecks Association dues are being deducted.

H. The Board will provide payroll deductions on behalf of an employee for a Board authorized credit union. Said employees will voluntarily authorize such deductions by means of an appropriate Board-approved written authorization form.

I. The Board will provide payroll deductions of premiums on behalf of an employee for the long-term disability insurance program administered by the Association, in accordance with Board approved administrative procedures.

J. The Association will have the right to place a reasonable amount of materials in the school/office mail boxes, including staff email boxes.

K. The Association will have the right to use the interschool courier service for the distribution of Association materials, when such materials are properly packed and addressed. The Board reserves the right to refuse to deliver any materials or communications which it considers to be illegal or libelous.

L. The Board and the Association acknowledge their shared responsibility to comply with the requirements of the Americans with Disabilities Act (ADA).

M. On returning from his/her leave of absence, the Association President will have the same rights for job placement as an active employee.

N. Fair Share Representative Fee —

Pursuant to Section 6-407 of the Education Article of the Annotated Code of Maryland, Unit 1 and Unit 2 employees who begin work after July 1, 2007 shall, as a condition of employment, be required to either join the Association or pay a representation fee—based on chargeable activities—in an amount not to exceed the membership dues in the Association and its affiliates. Any unit member electing not to join the Association shall be required to pay the representation fee. Prior to October 1st, the Association shall notify the Board of Education of those unit members that have elected not to join the Association. The Board shall deduct such representation fee from employees' payroll checks in the same manner as EACC dues are deducted, pursuant to this agreement.

The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, and any other form of liability that shall arise out of or by reason of action taken or not taken by the Board for the purposes of complying with any of the provisions of this paragraph. If any provision of this paragraph is held to be in violation of any state or federal law, said provision shall be deemed to be modified to bring it into compliance with said law.

O. The Board will allow for payroll deduction of voluntary contributions by employees for MSEA's Fund for Children and Public Education. The deductions will be forwarded to the EACC office. The EACC will coordinate with the staff of the Board's Department of Budget and Fiscal Management to determine the procedure that imposes the least administrative burden.

P. Employees hired so as to begin work after July 1, 2012 will be presented with a form jointly approved by EACC and the Board as part of the hiring process paperwork. The form will identify the cost and benefits of EACC membership and provide an opportunity for employees to choose to authorize dues deduction or to opt out of membership, waiving the benefits thereof, and electing to pay the Fair Share Fee as described in paragraph N above. All new employees will be required to submit a completed form to the Board, which will forward copies of the completed forms to the EACC.

ARTICLE 5
EMPLOYEE RIGHTS

- A. The participation or non-participation in religious, political, or teacher association activities of an employee conducted outside of duty hours and off school property shall not be grounds for discrimination with respect to his professional employment.
- B. An employee will have the right by appointment to review the contents of his personnel file and to make copies of any documents contained therein. He will be entitled to have a representative of the Association accompany him during such review.
- C. It shall be the right of any employee to engage in other gainful employment as long as it does not interfere with the proper performance of his assigned duties or does not cause poor public relations within the community.
- D. No tenured, Unit 1 members will be disciplined or reduced in rank without just cause. All Unit 2 employees will be afforded due process prior to disciplinary or termination action.

Employees who are placed on administrative leave pending investigations will be paid their normal salary and receive normal benefits while on such leave until the employee is found guilty by a court of law or the employee enters a guilty plea. The Board may assign an employee to work in an alternate location or position during the investigation.

- E. The Board will reimburse an employee for any damage or loss of personal property resulting from an assault on the employee that occurred. There shall be a limit to such reimbursement in the amount of \$500 per incident.
- F. The personal life of an employee shall be the concern of and warrant the attention of the Board only as it may directly prevent the employee from properly performing his/her assigned functions during duty hours.
- G. Certificated employees of the Board of Education who live outside the county will be allowed to register their own children in the Charles County public schools. The Board will waive 100% of the county tuition for those certificated employees who were employees before January 1, 2013. The Board of Education will waive on-half the county tuition for certificated employees hired to begin work on or after January 1, 2013.

ARTICLE 6
EMPLOYEE ASSIGNMENT

- A. An employee will be given a written notice of his placement on the salary scale and school assignment for the coming year at the earliest possible date. Employees have the option to return the Letters of Intent and assignment sheet directly to Human Resources, without going through the school clerical staff or administration. IF assignment and salary notification is provided in a timely fashion as outlined above, it will be signed by the employee and returned to the Personnel Office not later than July 15 following the close of the school year. In the event that changes are made after June 15, the employee affected will be notified promptly in writing.
- B. Whenever possible, employees will be assigned to positions within the scope of their professional certificates and/or their major or minor fields of study. Currently employed professional personnel not assigned within their area of certification will be given priority consideration in filling vacant positions within their area of certification.
- C. Changes in grade assignment in the elementary schools and in subject assignment in the secondary schools will be voluntary to the extent possible.
- D. In arranging a schedule for an employee who is assigned regularly to more than one building, an effort will be made to limit the amount of travel. When required to use his/her automobile, he/she will be reimbursed for all such travel at the mileage rate allowed by the IRS. He/she will be notified of any change in his/her schedule promptly.
- E. An occasional orientation meeting or in-service meeting held in another building in the county shall not be considered a regular assignment and travel to and from such buildings will not be reimbursable. However, the Board will make every reasonable effort to limit travel for such meetings.
- F. Unit II personnel shall be reimbursed for job-related travel at the rates listed in paragraph D above.
- G. Employees shall not be required to transport students in their private automobiles.
- H. Each employee who requires coursework for recertification will be notified, in writing, at least two years in advance of the expiration date of his certificate. Employees who do not require course work for recertification shall be notified no later than three months prior to the expiration of their certificates. The Board will

maintain, to the best of its ability, information regarding the certification status of employees. Nevertheless, it is the responsibility of the employee to know the current certification regulations and to renew his/her certificate prior to the expiration date there-on.

ARTICLE 7

VOLUNTARY REASSIGNMENT

- A. In considering an employee's request for reassignment, the wishes of the employee will be honored to the extent that a vacancy for which he is qualified exists and there is no conflict with the best interests of the school system. Any teacher who has completed two or more years of service with Charles County Public Schools will be eligible for a transfer and will have the opportunity to meet with the receiving Principal before a decision is made on the reassignment.
- B. If an employee's request for reassignment has been granted, the Board need not consider a subsequent request for reassignment by the employee for the remainder of the school year.
- C. The employee will be notified in writing of the disposition of his request and the reasons therefore as soon as practicable.
- D. Effective with the 2004-2005 school year, employees who have indicated their desire to transfer to another school by May 1st will have the opportunity to interview with the receiving Principal, as provided in Paragraph A above, and will be eligible to transfer into vacancies for which they indicated an interest until July 15th of the new school year.
- E. A list of the known administrative staffing assigned to each school will be posted on the Board's web site or otherwise be made available to certificated employees within one week of the appointment by the Board.
- F. An employee who is interviewing for a reassignment in accordance with Paragraph A above during the employee's workday will be granted 2 hours of administrative leave to participate in that interview. Documentation of attendance at the interview may be required.

ARTICLE 8

INVOLUNTARY REASSIGNMENT

- A. An involuntary reassignment will be made only after a meeting between the employee and his supervisor, at which time the employee will be notified of the reason for the reassignment. In the event that the employee objects to the reassignment, he may request a meeting with the Superintendent or his representative.
- B. Except in cases of emergency, notice of an involuntary reassignment will be given to the employee no later than two weeks prior to the date that the employee is to assume his new duties.
- C. A teacher who is transferred involuntarily after the beginning of the school year will be given at least two (2) full days in order to prepare for his/her transfer.
- D. Teachers who are involuntarily reassigned will be assigned ahead of new hires.

ARTICLE 9

VACANCIES AND PROMOTIONS

- A. The term "Leadership Position" means a position paying a salary differential excluding the positions of Superintendent, Associate Superintendent and Assistant Superintendent. Leadership positions may also include any 10-month position which requires the employee to spend more than 50% of their time during the student day performing regularly scheduled office administrative functions.
- B. All vacancies in leadership positions will be adequately publicized in accordance with the following procedure:

When school is in session, a notice of vacancies will be posted in the Central Office and in each school promptly. A copy of the notice will be given to the Association at the time of posting. An employee who desires to apply for any vacancy will submit his application in writing to the Superintendent or his designee. The applicant shall be informed of the disposition of his application. A list of leadership positions to be filled during the summer vacation shall be posted at the Central Office, in each school, and a copy will be given to the Association. An announcement of current position vacancies will be forwarded with the summer paychecks. Employees who desire to apply for a leadership position which may be filled during the summer vacation will submit their applications to the Superintendent or his designee, together with an address where they can be reached during the summer vacation period.

- C. All qualified employees will be given adequate opportunity to make application for positions prior to the closing date specified in the vacancy announcement.
- D. All openings for evening school positions, summer school positions and for positions under Federal and other special programs will be adequately publicized by the employer in each school building.

ARTICLE 10
MAINTENANCE OF CLASSROOM
CONTROL AND DISCIPLINE

- A. The Association and the Board agree that classroom control is essential and that such control has direct relationship to the quality of instruction. It is also agreed that while the overall school discipline is a shared responsibility of the teacher, administration, and Board; it is the primary responsibility of the classroom teacher to maintain classroom control. It is further agreed that it is the shared responsibility of the Board, the administration, and the teacher to provide an educational program that will motivate the pupils and will meet their needs.
- B. The classroom teacher will handle, in as far as possible, the discipline problems in the classroom and shall have the full support and cooperation of the administration and the Board of Education in so far as the classroom teacher has conformed to professional and ethical procedures.
1. When in the judgment of the teacher a student's behavior seriously disrupts the instructional program, the teacher may exclude the student from the classroom and refer him to the principal. The referral shall describe in writing the specific problem under consideration including probable causes and an outline of action taken to solve the problem.
 2. When in the judgment of a teacher a student requires the attention of a counselor, social worker, psychologist, or other specialist, he will so inform the principal.
 3. Teachers shall be informed at the earliest possible date of any action taken on the referral.
 4. The Association and the Board recommend that a discipline file be kept in each school.
- C. Physical restraint, but not corporal punishment, may be used by a teacher to restrain a disruptive student in the case of an extraordinary breach of discipline provided the restraint used is reasonable under the circumstances. Such a situation will be immediately reported to the principal, and a written account of the incident will be prepared by the teacher within twenty-four (24) hours.

- D. The Board of Education will include the President of the EACC or his/her designee on the Alternative Programs Committee, which is investigating alternative settings/programs for chronically disruptive students.

ARTICLE 11
NON-TEACHING DUTIES

- A. The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should be utilized to this end.

- B. Although there are many non-teaching duties that teachers are required to perform, these duties will not include custodial functions and transporting pupils. Whenever possible, teachers shall not be responsible for counting money brought to school by students for non-educational purposes. Envelopes containing money for such purposes may be collected provided that teachers' responsibility is limited to collection and forwarding to the office.

- C. In the event that a teacher collects money for an educational purpose, such money shall be turned in to the school principal by the end of the school day.

- D. In order that counselors may be effective in their positions in working with students, efforts will be made in each school where counselors are employed to avoid placing them in an authoritative position with students.

- E. The Board will make every reasonable attempt to ensure that teachers receive the necessary resources in order that they will not be required to perform non-teaching duties and may focus their attention on professional duties.

- F. Teacher shall not be required to search for bombs or other explosive devices.

- G. Teachers will not be required to do formal evaluations of other staff members.

ARTICLE 12

WORKING HOURS AND WORK LOAD

A. The employee's normal workday will be 7 1/2 hours. The normal workday of the teachers will begin no earlier than 30 -45 minutes before the pupils are scheduled to report and will end no later than 30-45 minutes after the pupils are dismissed.

B. The work year for ten (10), ten and one-half (10 1/2), eleven (11), and twelve (12) month employees will be for FY 2012:

- Ten (10) month.....189*
- Ten and one-half (10 1/2) month....199
- Eleven (11) month.....209
- Twelve (12) month..... 225

Ten and one-half (10 1/2) and eleven (11) month employees in Unit I will follow the same work and holiday schedule as teachers unless prior approval is granted by their immediate supervisor.

*Beginning in FY 2009, all first year teachers hired by the Board will attend New Teacher Orientation during their first year, and will be paid a stipend of \$240 per day for these days. These days will be in addition to the regular teacher work year as described above. Teachers will be paid the \$240 per day after documented proof is received that they have worked days beyond the normal work year. There will be no signing bonuses paid by the Board to any employee.

MSEA Convention - Certificated employees who do not have responsibility for direct student supervision on the Friday of the MSEA convention will be granted a day of administrative leave to attend conferences, workshops and other events associated with the Convention. Employees will provide evidence of attendance. Approval for such administrative leave will not conflict with the best interest of the school system.

C. Except where it is administratively necessary, teachers will not be required to report to work when schools are closed for pupils due to inclement weather. In the event of an early dismissal due to inclement weather, Itinerant teachers will not travel between their assigned schools.

D. School-based teachers may be required to remain after the end of the teacher's day without additional compensation for no more than 1 1/4 hours each week, to attend faculty or other meetings. Attendance at other meetings outside the regular workday will be at the option of the individual employee. Except in case of an emergency, teachers will not be required to remain for faculty meetings on Fridays or the day before a holiday. Whenever possible, teachers will be notified 48 hours in advance of any meetings scheduled outside the regular workday. Faculty meetings will not be held on days designated for report card preparation or on the day before a non-teacher work day.

E. Classroom teachers will have a duty-free lunch period of not less than thirty (30) minutes. When attending in-service events off site, where lunch is not provided, employees will have a duty free lunch period of one (1) full hour.

F. Planning time

Middle school and high school teachers shall normally be provided, in addition to their lunch period, one self-directed (1) planning period during the student day. Elementary teachers normally will be provided 240 minutes per week self-directed preparation time during the student day. In secondary block-scheduled schools, at least half of the block(45- 48 minutes, as in a usual scheduled period) will be self-directed teacher planning time; the remaining half block period may be used at the discretion of the principal for other purposes. ILT resource teacher members, Speech and Language Therapists, Physical and Occupational Therapists, counselors, media specialists and all other Unit 1 employees will structure their schedules to allow for flexibility while still providing the same time as described above for teachers within the student day for planning and preparation. Whenever possible, planning time will be scheduled in blocks of no fewer than thirty (30) minutes each day.

a) Special Education – Special education teachers who do not have a recurring daily planning period designed for IEP case work, over and above normal planning as described above, will be provided with one full day each quarter during the normal student day for IEP case work at the teacher's own direction. The scheduling of these days of IEP planning will be developed in collaboration between the principal and the teacher so as to address the workload most efficiently.

b) In addition to the days described in paragraph a) above, special education teachers who serve as case managers for 5 or more students with IEPs may request up to one additional day per quarter for IEP case work. The principal will approve these additional days, as long as they are not scheduled so as to conflict with the school's educational program.

1) Report Card Preparation:

A minimum of two (2) hours shall be provided at the end of each marking period for the purpose of report card preparation. At the end of the second and fourth quarters, one-half of the teacher workday will be devoted to report card preparation and other end of the semester activities at the individual teacher's direction.

The end of the marking period will be at least one day before the day designated for employee report card preparation time as described above.

Employees will not be required to export grades sooner than the end of the workday on the day after the designated planning time.

Employees will not be required to submit corrected edit sheets until the end of the work day following the day in which grades were exported.

2) Early Dismissal Days –

During ten (10) of the two-hour student early dismissal days contained in any year's school calendar, the two hours after the students leave will be provided to teachers and other unit one employees for additional planning and preparation time at their own individual direction. No mandatory meetings will be scheduled during this time. These teacher planning days will be observed on those days specified in the school calendar. Per the appended Memorandum of Understanding between the Board and the EACC, the Board will make every effort to include in each year's calendar an average of one such early dismissal day per month (a total of 10 such days per school year) when Unit 1 employees are given two hours of planning time at their own direction.

Beginning with school year 2012 – 2013, the Board will make every effort to align four of the ten teacher planning days described above on the calendar so that they can be used by teachers to prepare interim reports for students.

In addition to the ten (10) early dismissal days described above, in FY 2013 one early dismissal day in October and one in January will be provided for school based staff development and meetings at the individual principal's sole direction.

G. Where possible, department heads and team leaders should have additional time for planning and carrying out their other duties.

H. IEP facilitators will have additional time to carry out the responsibilities of that position.

I. The Board will provide class coverage for teacher participation in IEP meetings when the teacher is required to attend.

J. Employees with more than seven (7) years of teaching experience in Charles County who have received no unsatisfactory ratings in any category of their two (2) most recent evaluations may substitute a professional development plan for one (1) in-service day. Such plan must be approved by the school principal. The plan must address the individual growth needs of the employee and be submitted not later than ten (10) work days prior to the scheduled in-service day.

K. As determined by the principal and approved by the Assistant Superintendent for Instruction, faculty members who are engaged in preparation for Middle States Evaluations may request exemption from county in-service presentations in order to allow them to participate in activities associated with the Middle States Evaluation.

L. Classroom teachers, media specialists, therapists, and guidance counselors, will have a total of two full employee workdays at the start of the new school year, before the students arrive, at the individual employee's direction so that he/she may adequately prepare for the students. No meetings will be held during the two days designated for such preparation.

One and a half of the two designated teacher planning days will be provided prior to the last teacher day before students arrive for the new school year. The remaining preparation time will be the last half of the day before students arrive. School based meetings and orientations may be held on the morning of the day before students arrive, but these activities must conclude before the middle of the normal employee work day.

M. When the calendar provides for a two-hour early dismissal for students, teachers will be dismissed two hours early on the day before Thanksgiving and the day before winter break unless inclement weather or other emergency delays student dismissal.

N. Tenured teachers may volunteer to teach one extra class during their normal planning period; such teachers will have an amount equal to one-seventh of the annual pay for their step and lane added to their annual pay for the year in which they teach this extra class. This extra amount will be reflected on the teacher's assignment sheet so as to count towards his/her retirement benefit. All tenured teachers who are interested in teaching a class during their normal planning period as outlined above should contact the principal of the school to express their interest in doing so. The principal will consider all such requests before making a decision.

O. The Board of Education is committed to adding IEP Facilitator positions so that Vice Principals will not have to perform IEP Facilitator duties on a regular basis

P. Lesson Plans

1. Lesson plans that have been approved by the Division of Instruction and that support the curriculum for each grade level and subject will be maintained on the BOE web site, so that they can be downloaded and used by employees.

ARTICLE 13

PERSONNEL EMPLOYMENT PROVISIONS

A. Each employee will be placed on the proper step of the salary schedule according to his assignment, applicable professional experience and education, with the provision that no employee's salary will be reduced during the first two years because of involuntary reassignment out of his own area of certification.

B. Progression on the salary scale is determined by the employee's anniversary date or the date of advancement to a higher training or certification level. Certificated employees employed by November 30 shall have the following September 1 as their anniversary date. Certificated employees employed between December 1 and March 31 will be placed on the appropriate "X" scale beginning with the second year of employment.

C. Previously accumulated leave will be restored to a returning employee who has been called to military service.

D. Upon his initial employment, an employee will be given credit through salary scale placement for previous applicable professional experience and education. On initial placement, Retired Rehired Unit One and Unit Two employees will be given credit for applicable professional experience and education.

E. The contract year will normally include 26 pay dates, with no fewer than two pay dates per month,

F. Deductions for retirement fees will be divided equally among twenty six (26) pay checks issued during the ten (10) month period between September 1 through June 30.

G. Except as indicated in paragraph D above, teaching service credit will begin with the date of employment of the employee. Credited service for purposes of longevity will be the total uninterrupted service (excluding approved leaves of absence) from that date in the Charles County Public Schools.

H. Upon request to the Personnel Department, employees eligible to retire shall be provided with literature explaining the various options available to them upon retirement. A conference will be held for the employee who wishes it.

H. With the implementation of the new Weidhammer payroll system, the BOE will make every effort to ensure that when an employee is on leave without pay, the deductions from his/her paycheck for that LWOP period will be distributed so as to reduce all subsequent checks equally. The BOE will also attempt to set up the system to allow for electronic pay stubs, the employee's option.

Article 14
SALARIES

A. In FY 2014 the teachers' salary scale will be the same as in FY 2013. Beginning with teachers hired after July 1, 2010, all conditionally certified teachers will be placed on the conditional pay scale at \$3,000 less than the current BA scale. Conditionally certified teachers will be placed on the appropriate scale and level when they become fully certificated.

B. The salary schedules for Unit 2 employees in FY 2014 will be the same as in FY 2013. The Board and the EACC agree to appoint an equal number of representatives to a joint study committee to review administrative and supervisory salaries, the current scale structure and index, and regional comparability of administrator pay. This committee will make recommendations to the EACC and BOE bargaining teams by February 1, 2014.

C. All certificated employees will be advanced one year/step on the certificated pay scales on July 1, 2013

Any employee who does not receive a pay differential in FY 2014 as a result of scale movement or scale adjustment at the top pay level(s) will receive a one-time, separate check of \$1,000 in mid-November. The Board will provide the opportunity for employees to deposit that stipend directly into a tax deferred annuity account set up through the Board of Education.

D. An approved MA + 30 will earn the holder \$1000 more than an MA. An approved doctorate would earn the holder \$2,500 more per year than a Masters +30.

E. Employees who successfully complete the voluntary National Teacher Board Certification process will be paid \$2,500 in addition to their regular annual salary.

Speech and Language Therapists and Audiologists who earn their National Certificate of Clinical Competency (CCC) will have \$2,500 added to their regular salary.

School Psychologists who earn the National Certification issued by the National Association of School Psychologists (NCSP) will receive an extra \$2,500 in addition to their regular salary.

Guidance Counselors who earn the national certification issued by the National Board of Certified Counselors (NBCC) will receive an extra \$2,500 in addition to their regular salary.

Teachers of J-ROTC who have a Master's Degree will receive \$4,000 in addition to their regular salaries.

An employee's involuntary reassignment will not result in his/her losing the stipend for any national certification as described above.

F. In addition to the \$2,500 above, employees with a NTSB certification will receive an additional \$2,000 to compensate for the loss of state funding for that bonus.

G. For his/her placement on the scales, no current Unit 2 employee will be placed at a pay step that is less than his/her current salary.

H. Employees of the CCPS who are or become Unit Two employees will be placed on the A&S scale so as to make at least their per diem pay rate at the appropriate step and lane on the teachers' pay scale prorated for the new work year.

I. Each Unit 2 employee will be advanced to the next level for his/her position at least every two years. Employees may be advanced more frequently based on position analysis, longevity in the position, performance, and school system needs.

J. Retired Rehired employees in Unit One will be paid the salary negotiated in the Agreement for the appropriate step and lane (BA, MA, APC, MA+30, PhD) prorated for 11 or 12 months if position requires it. Unit Two Retired Rehired employees are not eligible to advance one Level every two years.

Article 15

Extra Pay for Extra Duty

A. The positions listed in Section B have been approved for extra pay at the designated rate listed. The rate of pay represents a maximum stipend and is contingent upon the individual fulfilling all of the provisions of the Extra Pay for Extra Duty contract. In the event a stipend is reduced, by the principal, because all provisions have not been fulfilled, the decision shall be made after a conference between the principal and the employee.

B. It is the Board's intention that the number of positions for Extra Pay for Extra Duty be increased so that teachers are fairly compensated for their additional work.

C. All Extra Duty Pay Stipends in FY 2014 will be increased by 2% in FY 2014.

The positions and schedule currently approved for Extra Pay are as follows:

Extra Pay Categories 2014

(See attached scale)

Category 0

Athletic Director

Master Teacher

Category 1

Category 2

Football Coach - Head Varsity

Category 3

Basketball Coach - Head

Varsity (boys and girls)

Wrestling Coach - Head Varsity

Band Director HS

Accelerated Programs

Facilitator

Category 4

Football Coach - Head J.V.

Category 5

Baseball Coach - Head Varsity

Track Coach - Head (Outdoor) -
(boys and girls)

Softball Coach - Head Varsity

Theater Manager, all events

Category 6

Wrestling Coach - Head J.V.

Choral Director - High

Drama Sponsor – High **

Category 7

Basketball Coach - Assistant

Varsity (boys and girls)

Basketball Coach - Head J.V.

(boys and girls)

Football Coach – Assistant,

all levels ++

Soccer Coach - Head Varsity

Lacrosse Coach – Head Varsity

Category 8

Cheerleader Sponsor

Field Hockey Coach - Head

Varsity

Volleyball Coach - Head

Varsity

Category 9

Track Coach - Assistant

Varsity (boys and girls)

Yearbook Sponsor (HS)

ROTC Activities Sponsor

Category 10

Baseball Coach - Assistant

Cross Country Coach

Golf Coach

Class Sponsor -Jr. & Sr., High

Newspaper Sponsor

Student Council Sponsor - High

Tennis coach

Track Coach - Head (Indoor)

Softball Coach - Assistant

Varsity

Softball Coach - Head J.V.

Category 11

Band Director – Middle

Choral Director - Middle

Field Hockey - Head J.V.

Soccer Coach - Head J.V.

Volleyball Coach - Head J.V.

Grade/Dept. Chair, Team Leader,

15 members or over

Lead Therapist, Speech Pathology

Lead Therapist, Occupational and

Physical Therapy

JV Cheerleader/Pom

Sponsor,

Drama Sponsor, MS

Testing Coordinator

Orchestra Director MS and HS

Lacrosse Coach – Head JV

Category 12

Gymnastics Coach

Swimming Coach

Level V Coordinator of Developmental Sports

Grade/Dept. Chair, Team Leader,
10 -14 members

Yearbook Sponsor (MS)

Category 13

Band Front Units

Class Sponsor - Freshman & Sophomore

Grade/Dept. Chair, Team Leader,
6 - 9 members

Weight Room Sponsor

Inclusion Support Coordinator

OM/DI Sponsor, all levels

Teacher Partner (mentor) for 2 teachers

Category 14

Debate Sponsor - High

It's Academic

VICA Sponsor

Grade/Dept. Chair, Team Leader,
1 - 5 Members

Math Team Sponsor - High

SADD/Just Say No Club Sponsor

Future Educators of America, MS, HS

Math Counts Sponsor, MS

SGA Sponsor MS

MESA Sponsor

Student Service Learning Coordinator

Ed Line Coordinator

Category 15

National Honor Soc. Sponsor HS

Teacher Partner (mentor), for one teacher

Yearbook Sponsor (ES)

Newspaper Sponsor (ES, MS)

Nat'l Jr. Honor Society Sponsor

Technology Assistant (one per school)

Category 16

MS tournament sponsor, Basketball,

Volleyball, Track & Field, Archery

Category 17

Environmental Science Sponsor

(Hard Bargain Farm and

Nanjemoy Creek)

* In the event an Athletic Director is assigned to coach a listed sport, he would be limited to receiving the stipend for serving as Athletic Director and coaching one sport per year.

** Any HS Drama Department that opts to do a Musical Production during the course of a school year will have the following additional stipends provided by the BOE: \$700 to the Drama Sponsor who directs the musical; \$500 for the Vocal Music Coach; and \$400 for the Orchestra Director, These stipends will in no way reduce or be substituted for any stipends provided for Theatre Manager, Drama Sponsor, Choral Director, Band Director or any other position currently compensated in the Schedule Article 15, Para. C.

The Board of Education and the Education Association of Charles County will appoint an equal number of representatives to a joint study committee which will review the current schedule of Extra Pay for Extra Duty and will make recommendations to the BOE and EACC bargaining teams for inclusion in future negotiations.

The joint study committee will meet to recommend additional positions, increases to stipends, and procedural language that may be added to Article 15 by mutual agreement of both the EACC and the Board. The joint committee will address the process by which the Board determines the number of positions necessary in order to have any extracurricular athletic, fine arts, or academic position listed in the Extra Duty Pay schedule and will make recommendations concerning that process, taking into account the need for adequate student supervision and safety.

D. All vacancies for extra pay positions as shown in Section C will be adequately publicized.

E. Assumption of all extra pay duties shall be voluntary and the signature of the employee shall be required on the contract prior to performing the duties.

FY 2014 Extra Duty Pay Stipends

Category	FY 2014
0	5,117
1	3,468
2	3,170
3	2,642
4	2,378
5	2,244
6	2,114
7	1,982
8	1,850
9	1,718
10	1,585
11	1,452
12	1,320
13	925
14	793
15	660
16	267
17	133

Paychecks for Extra Duty Pay Stipends will be issued separately from the regular paycheck and will be issued to employees twice per year, in December and June, depending on when the activity sponsored ends.

ARTICLE 16

TUITION REIMBURSEMENT AND STAFF DEVELOPMENT

A. Certificated professional employees holding the SPC or APC shall be reimbursed up to \$2225 per employee per year. Additional tuition reimbursement beyond the \$2225 limit may be provided at the discretion of the Assistant Superintendent for Human Resources.

B. The following conditions shall apply to reimbursement:

1. The courses for employees with a BA degree must be in a job-related area, working toward an advanced degree and have approval of the Superintendent or his designated agent prior to enrollment in the course. The courses for employees with an MA degree must be in a job-related area and have approval of the Superintendent or his designated agent prior to enrollment in the course.

2. The employee with a BA degree must earn a grade of C or better and the employee with an MA degree must earn a grade of B or better before reimbursement will be approved. Payment will be requisitioned upon presentation of final grade slips and receipt showing tuition payment.

3. Current Board employees earning credits during the Spring or Summer sessions must work in the county the following school year in order to be reimbursed. In the event that the employee received reimbursement and he is unable to be employed in the county the following school year, he obligates himself to return the money to the Board. Otherwise, the equivalent amount will be deducted from his final paycheck.

4. Any additional financial assistance or allowance received for tuition beyond the actual cost incurred by the teacher will be deducted from the amount which the teacher would be reimbursed under the formula stated above.

5. The total expenditure for this purpose shall not exceed \$2225 per employee or a total budget limitation of \$466,500 for all requests per year.

6. In the event an employee cannot be reimbursed because of budget limitations, he/she will be paid prior to new claimants in the next fiscal year.

7. Employees approved for courses will be able to participate in a pre-paid tuition reimbursement program with colleges who have agreed to participate with the Charles County Board of Education. The employee will pay only the difference of tuition above the total allotted above. The grade requirements described in Section B, 2 will apply to this pre-paid tuition program. If the employee fails to achieve the grades required, the cost of tuition will be recovered from the employee in full. The Board will continue its efforts to enter into pre-paid tuition arrangements with as many colleges as possible.

C. If a person is teaching out of his/her area of certification and is requested by the Board to take course work to continue teaching in that area, the Board will pay the full tuition cost for subject course work. The course work must be approved in advance of the teacher beginning the course in order for this provision to be applied.

D. Employees who voluntarily participate in paid conferences or workshops offered by the Board through staff development or who perform volunteer paid tasks for the Board will receive their agreed stipend within 30 days following completion of the workshops or tasks.

E. The Education Association of Charles County will be given an opportunity to present training opportunities for certificated employees, and will forward a list of potential workshops/classes to the Superintendent or his/her designee for approval. These trainings may be made available on county and school in-service days with the approval of the Superintendent or designee.

F. The EACC President will appoint representatives to a joint study committee with the BOE to review and make recommendations on effective, pertinent staff development for certificated employees.

G. The EACC will be allotted one full session at New Teacher Orientation to present a workshop or training to new teachers.

ARTICLE 17
GROUP INSURANCE PACKAGE

A. The Board will underwrite 75% of the following basic insurance program:

1. Life Insurance
2. Major Medical Insurance
3. Hospitalization Insurance
4. Accidental Death and Dismemberment Insurance
5. Dental Insurance
6. Optical Insurance
7. Prescription Card
8. Hearing Tests and Hearing Aids

The coverage, deductibles, and co-payments effective in FY 2012 will be in effect in FY 2013.

Effective July 1, 2012, the vision plan will be the Davis Vision plan administered by Care First Blue Cross.

The Administrator for the Rx claims will be Care Mark. All prescription coverage's, benefits, deductibles, and co-payments remain the same; for maintenance prescriptions (90 days) filled via Care Mark's Mail Order the co-payments will be:

* \$0 generic/\$5 brand for those with the PPO and Custom Comp – (it was \$5/\$10)

* \$5 generic/\$10 brand name for those with the HMO (it was \$10/\$20)

Employees on approved leaves of absence will continue to have the BOE pay its percent of the premiums for insurance.

The Board and the EACC agree to participate in a study committee on insurance with the goal of reducing premium costs paid by the employee and the Board. Agreed changes will be recommended by the joint committee to the bargaining teams for possible inclusion in the negotiated agreement beginning January 1, 2013. The committee will also review savings generated by the prescription coverage change. Any savings generated by insurance changes will be used to enrich or lower the cost of the plans, including possibly adding family coverage for the same sex domestic partners.

The maximum annual dental benefit will be \$1400 per person. The maximum orthodontic benefit will be \$1400 per occurrence.

Employees and retirees eligible for insurance will have the ability to change between any of the three plans or between the two plans for employees hired after July 1, 2003. During open season and, as is the consistent past practice, can add, drop, or change between family and individual plans based on qualifying events.

B. Where both husband and wife are employed by the Board, they have the option of each having deducted 25% of the single coverage or one spouse choosing employee and dependent coverage and having 25% of the premium deducted; however, those unit members for whom 100% was paid prior to July 12, 1985, will continue receiving this benefit as long as both spouses are employed by the Board.

C. Retiree Health Insurance -

1) The Board of Education of Charles County will support the group insurance plan for retiring employees who have participated in the plan and have been employed by the Board of Education of Charles County ten (10) or more consecutive years immediately prior to retirement and who participated in the group insurance plan at the time of retirement and for ten years immediately prior to retirement from the Board of Education of Charles County. The percentage of participation by the Board of Education will be the same as supported for active employees. The above support will be implemented until the retiree or spouse/dependent is eligible for Medicare benefits. At that time, the Board will support the special plan for Medicare participants, at the same rate as active participants.

Employees who have worked for the Charles County Board of Education for twenty-five (25) or more years immediately prior to retirement and who participated in the group insurance plan at the time of retirement and for five (5) years immediately prior to retirement from the Board of Education of Charles County will be eligible to continue their insurance coverage with the Board of Education as described in paragraph C above.

Retirees who have worked for the Board of Education for at least ten years immediately prior to retirement, but who have not participated in the Board's insurance plan as required above, will have 50% of the premium of the lowest priced health insurance plan paid by the Board of Education during their retirement. This support will be implemented until the retiree or spouse/dependent is eligible for Medicare benefits. At that time, the employee or spouse/dependent must apply for Medicare benefits, and the Board will continue to pay 50% of the premium for a supplemental plan that covers the differences in benefits between Medicare coverage and that of the lowest priced health insurance plan.

Time spent on approved leaves of absence shall be counted the same as active employment for purposes of computing years of service and eligibility for employee or retiree health insurance as described above.

Those employees retiring on disability will have their service and plan participation requirements waived in order to qualify for the same insurance benefit as employees who have met those service and plan participation requirements [moved from above]

D. In addition to the life insurance provided under Paragraph A, employees may voluntarily purchase supplemental life insurance through a Board carrier at 100% cost to the employee.

E. Board of Education employees who participate in the group Health Insurance or are entitled to the retiree health insurance benefit as detailed above will have the following survivor benefits if they are carrying a family plan at the time of their deaths:

- 1) If an employee or retiree has worked for ten years or is in the tenth year of service with the Charles County Board of Education, and he/she is carrying a family health insurance at the time of his/her death, the employee's dependents as listed on the policy will have the option of continuing the health insurance

coverage for 24 months by paying the employee's portion of the insurance premium to the Board of Education. No new dependents may be added to the policy (except that if an employee is expecting a child at the time of his/her death, that child may be added to the policy).

2) If an employee or retiree has worked for twenty years or is in the twentieth year of service with the Charles County Board of Education, and he/she is carrying family health insurance at the time of his/her death, the employee's dependents as listed on the policy will have the option of continuing the health insurance coverage without limitation by paying the employee's portion of the insurance premium to the Board of Education. No new dependents may be added to the policy (except that if an employee is expecting a child at the time of his/her death, that child may be added to the policy).

3) Dependent children covered under paragraphs 2 and 3 above will be covered only through the same period of eligibility as for active employees.

ARTICLE 18
EXTENDED LEAVES OF ABSENCE

A. The Board agrees that one employee who has completed at least one year of service with CCPS designated by the Association may be granted a leave of absence for one year without pay for the purpose of engaging in local, state, and national education association activities.

B. A leave of absence without pay may be granted to any employee who has completed at least one year of service with CCPS upon application to the Board for the purpose of campaigning for or serving in a county, state, or national public office.

C. The statutory requirements with regard to military leave shall apply to this agreement, except that employees who are called up for active duty service will be paid their BOE salary through the remainder of the fiscal year in which the deployment occurs.

D. An employee will submit in writing to the Board his request for an extended leave of absence. The employee will receive written notice of the decision as soon as possible.

E. In granting a leave of absence, the Board agrees to offer to the employee, on the expiration of leave, employment of as near comparable status as possible at the time without creating a new position or transferring another employee.

F. The Board may grant leave without pay and without credit for experience to an employee who has completed at least one year of service with CCPS for the following reasons:

1. Personal illness
2. Severe illness of a member of the employee's family

G. The Board will normally grant leave without pay but with credit for experience to an employee who has completed at least one year of service with CCPS for the following reasons:

1. Military Service (tenure not required)
2. Exchange Teaching
3. Full-time study at a college or university or other approved educational institutions
4. Peace Corps

H. Maternity Leave

An employee who has completed at least one year of service with CCPS who wishes to leave her position prior to the period of disability associated with childbirth and/or does not wish to return to her position after such period of disability shall normally be granted, upon request, a leave of absence without pay and without credit for experience.

Said employee shall notify the Superintendent or his/her designee in writing of her desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which she wishes leave to begin. A physician's statement certifying her pregnancy shall be included with such notice. In case of interrupted pregnancy, an employee on said leave may return to active duty when her health will permit, as attested by her physician. The major fraction of the full work year will count as one step in determining the position on the salary scale.

I. Parental Leave

Employees who have completed at least one year of service with CCPS may be granted, upon written request, a leave of absence without pay and without credit for experience, to care for the child of the employee. Said leave may extend up to one (1) year.

J. The leave shall normally be for an entire school year or for the remainder of the school year in which it becomes effective.

K. The Board will consider a request for an extension of leave for the second year by an employee who submits his/her request in writing by June 20. He/she will receive written notice of the decision.

L. All leaves shall be effected in a consistent manner according to Board policy.

M. FMLA - The provisions, benefits, and protections established under the Family Medical Leave Act (FMLA) will be extended to all certificated employees.

ARTICLE 19

SICK LEAVE

A. A certificated employee can earn one (1) day of sick leave for each month in his/her contract year. Sick leave days to be earned during the current year will be available as of the first official day of the school year. The employee may request sick leave beyond the above limit. If an employee resigns before completing his/her contract year, the Board may prorate the sick leave advanced for the given year and recover the portion of leave corresponding to the number of months not worked, unless the employee retires or he/she resigns due to hardship reasons, including personal illness or illness of an immediate family member.

B. A certificated employee shall, at her request, be allowed to use sick leave for absence due to disability connected with or resulting from pregnancy. All Board policies concerning personal illness shall be applicable to such disability and the teacher must return to work as soon as her health permits.

C. Unused sick leave shall be cumulative without limit.

D. The Board shall inform each certificated employee once a year of the amount of sick leave he has accumulated.

E. Each ten (10), eleven (11), and twelve (12) month employee may use his/her sick leave to care for illnesses of members of his/her immediate family or household. This leave will be deducted from the employee's accrued sick leave balance.

F. The class of an absent teacher shall be provided with the best qualified substitute teacher

G. A teacher may recommend a substitute for his/her classes during the period of absence.

H. Certificated employees with ten (10) or more consecutive years of service (excluding approved leaves of absence) with the Board of Education of Charles County shall be

reimbursed for unused sick leave upon their retirement. The employee shall be reimbursed only for sick leave accumulated while employed by the Charles County Board of Education. The rate of reimbursement shall be \$100 per day. Eligible employees may be paid the approved rate for no more than one hundred (100) days of accumulated sick leave. This amount is to be given to the retiree upon completion of all requirements to become a retiree. In the event that a Board employee dies prior to his/her retirement, the employee's designated beneficiary(ies) will be paid at the above rate for the employee's accumulated sick leave up to ninety days.

I. The sick leave exchange in effect for certificated employees will be administered in accordance with the procedures revised by the joint Board of Education/EACC Sick Leave Exchange Committee in June 2006.

J. Retired rehired employees will be given 10 days of sick leave days at the beginning of the school year and will be governed in the taking of such leave by the provisions of the Negotiated Agreement except that Retired Rehired employees will not accrue sick leave from year to year and will not receive payment for any unused leave.

K. Certificated employees who become parent to a child through adoption or childbirth during the work year will be granted eight (8) weeks of parental leave. Such leave may be charged to the employee's sick, personal, or annual leave, at the option of the employee

ARTICLE 20
OTHER LEAVES

A.

1. Each 12-month Unit II member shall be entitled to twenty-five (25) days of annual leave for a full year of employment.

2. There will be a 50 day limit to the amount of annual leave that a 12-month Unit II member can accumulate. Leave earned for the current year will be accrued in addition to this limit. Any leave accumulated above the 50-day limit as of September 1 of each year will be converted to sick leave and credited to the employee's sick leave balance.

3. The Board shall inform each 12-month Unit II member once a year of the amount of annual leave he/she has accumulated.

4. A 10-, 10.5- or 11-month employee who transitions into a 12-month position with the Board will have his/her current personal leave balance converted to annual leave upon assumption of the 12-month position.

B. Certificated employees shall be granted administrative leave with pay while serving jury duty. The employee will submit a written statement verifying the time served.

C. A certificated employee may be absent without loss of salary for court summons provided that the employee explains the reason for the summons in order to determine eligibility for pay allowance. Such leave shall be used when the employee is summoned to appear as a witness for the benefit of another party, or when the party appears in a civil court proceeding, or appears in a criminal case in his/her own defense and the verdict is not guilty. Administrative leave for court appearances as described above will be limited to two (2) instances per fiscal year. After these two (2) instances, an employee may use his/her personal or sick leave in order to appear in court.

D. For funeral attendance and bereavement, each certificated employee shall be granted up to five (5) calendar days of absence, excluding Saturday and Sunday and holidays, without loss of salary on the death of a child, parent, brother, sister, husband,

wife, mother- or father-in-law, grandparent, brother- or sister-in-law, or anyone who has lived regularly in the household of the employee.

Certificated employees may, upon request, be granted administrative leave without loss of salary to attend the funeral of a fellow employee, intimate friend, or more distant relative. . Administrative leave for attending funerals of fellow employees, intimate friends, or more distant relatives as described above will be limited to two instances, of up to two days each, per fiscal year.

E. A certificated employee shall be granted one day of leave with pay to receive an advanced degree awarded on a work day.

F. An employee who is absent from work as a result of an assault that has occurred as a result of a work-connected incident which is not compensated by Workers' Compensation, shall be granted administrative leave for the period of such absence. In the event the teacher shall be subsequently awarded a Workers' Compensation allowance, while also receiving a salary on administrative leave, that teacher shall tender the School Board all such Workers' Compensation payments.

G. Personal Injury Leave

1. When a certificated employee is absent from school as a result of personal injury occurring in the course of his/her employment as used and defined in the Workers' Compensation Laws of Maryland, the employee will be paid his/her full salary, minus the amount of any Workers' Compensation payments received for salary during the period of temporary disability, not to exceed a period of 110 workdays. After 110 workdays employees who still qualify for weekly disability payments will receive only the funds approved by the State Worker's Compensation Board. An employee who is a participant in a rehabilitation program approved/administered by the Maryland Association of Boards of Education Workers' Compensation Group Self-Insurance Fund may be given an extension by the Executive Director for Human Resources or his/her designee. No part of such absence will be charged to the employee's sick leave. Such personal injury leave will not exceed twelve (12) calendar months and will cease when the period covered by Workers' Compensation has expired.

2. The Board will continue to pay its share of the cost of the employee's insurance package for the period of time an employee is receiving Workers' Compensation benefits.

3. When an employee contracts lice, scabies or ringworm as a result of job related duties, the employee shall be granted one (1) day of administrative leave in which to obtain the required treatment.

4. The EACC and the Board will participate in a joint study committee to consider a possible job retraining or rehabilitation program for employees on personal injury leave.

H. Personal Leave

1. Each ten (10) and eleven (11) month employee will be granted two (2) days of personal leave per year with pay. Ten (10) month employees in the third year of service or beyond will be granted three (3) days of personal leave per year with pay. Ten (10) and eleven (11) month in the fifteenth year of continuous service or beyond will be granted four (4) days of personal leave per year with pay. Beginning with employees hired on or after July 1, 1992, years of service will be understood to be service with the Board of Education of Charles County.

2. These days will not be used the day before or the day following a holiday except in case of emergency. Personal leave will be granted upon 24 hours prior notification, with the approval of the appropriate supervisor. Such approval is to be given in the best interest of the educational program. Employees may accrue up to six (6) days of personal leave and may use up to six (6) days in any one year. The employee will provide at least two weeks' notice to the principal (except in case of emergency) when he/she plans to use more than three consecutive personal leave days. If the ten (10) or eleven (11) month employee does not use his/her personal leave during the year, such that the balance exceeds six (6) days, any days accrued in excess of six (6) days will be credited to his/her accumulated sick leave at the beginning of the next fiscal year. If the twelve (12) month employee does not use all his annual leave, and the remaining accumulation exceeds the maximum as set forth in Article 20, Section 2, an amount not to exceed six (6) days will be credited to his accumulated sick leave at the end of August.

3. Retired/rehired employees will receive three (3) personal leave days at the beginning of the school year and will be governed in the taking of such leave by the provisions of the Negotiated Agreement except that Retired Rehired employees will not

accrue personal leave from year to year and will not receive payment for any unused leave.

I. All certificated employees, on request, will be permitted to use two sick leave days per year for religious or ideological observances. The employee will notify his/her immediate supervisor at least 72 hours in advance of taking such leave.

ARTICLE 21
COMPLAINTS
CONCERNING SCHOOL PERSONNEL

A. As a general rule, complaints from parents and other community sources shall be dealt with at the lowest organizational level.

B. Decisions on complaints shall not be made without consulting the subordinate against whom the complaint was lodged.

C. In order to safeguard the rights of all persons involved, each will have the right and opportunity to attend all scheduled meetings concerning the complaint.

D. In the event that a complaint is lodged against an employee, he/she shall be notified as soon as possible and be given all pertinent information unless prohibited by State or Federal law (i.e., child abuse).

ARTICLE 22
EMPLOYEE FACILITIES

A. Efforts will be made to provide the following facilities in schools where they are not available.

1. Lockable space in each classroom or work area in which employees may store instructional supplies.
2. An employee work area containing adequate equipment and supplies for use in the preparation of instructional material.
3. An adequately furnished room or rooms for use of teachers as a faculty lounge. This room will exist for the use of educators.
4. A serviceable desk and chair for the employee in each classroom or work area.
5. Well-lighted and clean employees' rest rooms separate from those provided for students.
6. Access to a telephone for local calls and access to a fax machine for local fax transmissions. Employees may use the school fax machine to send long-distance fax transmissions but will reimburse the school the billed long distance charges if the transmission is of a personal nature. Such personal use of the fax machine will not interfere with normal school business.
7. An employee parking that is separate from student parking, where possible.
8. Access to a copier.

B. Tobacco use is not permitted in any Board facility or vehicle.

ARTICLE 23 EMPLOYEE EVALUATION

Revised October 2013

- A. All monitoring or observation of the work of an employee will be conducted openly.
- B. An employee will be given upon request a copy of any class visit or evaluation report prepared by his evaluator. No such report will be placed in the employee's personnel file without his prior knowledge.
- C. No material derogatory to an employee's conduct, service, character, or personality will be placed in his personnel file unless the employee has had an opportunity to review such material. The employee will acknowledge that he has had an opportunity to review such material by affixing his signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof.
- D. The Board agrees to protect the confidential nature of personal references, academic credentials, and other similar documents.
- E. A formal evaluation of each professional employee shall be made at least once every two years and completed no later than June 1, except that evaluations of principals and vice principals will be completed by June 30.
- F. Observations and evaluations of employees who have not achieved tenure will be in accordance with procedures adopted by the local Board of Education and will not be inconsistent with the requirements of the State Board of Education and the statutory provision of The Public School Laws of Maryland.
- G. Each employee who has not achieved tenure status will be observed at least two (2) times and evaluated at least once during the first year. If an observation documents a possible evaluation of less than satisfactory, the observations will indicate that possibility clearly, and the employee will receive not less than four observations and two evaluations in that year. Employees who are rated overall satisfactory in Year 1 will be observed at least twice and evaluated at least once in the second year.
- I. If the material in an employee's file is found by the Superintendent or his/her designee to be improper, incorrect, or unjust, the material shall be destroyed.
- J. The school file kept by the principal or school administrator on an employee must be emptied of notes, correspondence, and all other material – except for formal observations and evaluations signed by both the principal and the employee -- when either the principal or the employee leaves the school, so as to not be prejudicial to the incoming or new administration

K. Prior to a formal observation of teachers, the administrator will conduct a pre-observation meeting, in which teachers will be provided with the expectations/criteria on which their performance will be evaluated.

L – Employee Evaluation Instruments

The following section defines the teacher and principal/vice principal evaluation instruments that will be used as the official evaluation instruments in 2013-14, unless changes are negotiated by the EACC and the Charles County Board of Education for FY 2014 and beyond.

Section 1 – Teacher Evaluation Instrument:

The teacher evaluation instrument will comprise two parts: 1) Professional Practice, worth 50% of the evaluation and 2) Student Growth, worth 50% of the evaluation.

Part A: Professional Practice

The professional practice portion of the evaluation will be divided into four domains that are weighted as follows:

Domain 1: Planning and Preparation – 10%

Domain 2: Classroom Environment – 15%

Domain 3: Instruction – 15%

Domain 4: Professional Responsibilities – 10%

Each domain above will have components as provided below:

Domain 1: Planning and Preparation

1a Demonstrating Knowledge of Content and Pedagogy

1b Demonstrating Knowledge of Students

1c Setting Instructional Outcomes

1d Demonstrating Knowledge of Resources

1e Designing Coherent Instruction

1f Designing Student Assessments

Domain 2: Classroom Environment

2a Creating an Environment of Respect and Rapport

2b Establishing a Culture for Learning

2c Managing Classroom Procedures

2d Managing Student Behavior

2e Organizing Physical Space

Domain 3: Instruction

3a Communicating With Students

3b Using Questioning and Discussion Techniques

3c Engaging Students in Learning

3d Using Assessment in Instruction

3e Demonstrating Flexibility and Responsiveness

Domain 4: Professional Responsibilities

4a Reflecting on Teaching

4b Maintaining Accurate Records

4c Communicating with Families

4d Participating in a Professional Community

4e Growing and Developing Professionally

4f Showing Professionalism

Section 2 – Ratings

Within each domain, using the rubric in the Danielson Framework for Teaching, 2013 Edition, the evaluator will determine if the educator is Ineffective, Developing, Effective, or Highly Effective for each component. The evaluator will assign the following point values: Ineffective – 1 point, Developing – 2 points, Effective – 3 points, Highly Effective – 4 points for each component. The rating in each domain will be a reflection of the percent of the total possible points received in that domain:

0 – 24% of possible points in a domain = Ineffective

25 – 49% of possible points in a domain = Developing

50 – 74% of possible points in a domain = Effective

75 – 100% of possible points in a domain = Highly Effective

The percentage of possible points obtained for each domain will be multiplied by the weighting factor for that domain (10% or 15%), then added with the results from other domains to get the Professional Practice Rating. Of the 50% possible for the Professional Practice portion of the evaluation:

0 to 12% = Ineffective

13 – 25% = Developing

26 – 38% = Effective

39 – 50% = Highly Effective

For example:

Domain	Number of Components	x 4 = Possible Points	Points Earned	% of Possible Points	Weighting Factor	Score
1 - Planning & Preparation	6	24	12	50%	10	5.0
2 - Class environment	5	20	16	80%	15	12.0
3 - Instruction	5	20	14	70%	15	10.5
4 - Professional Responsibility	6	24	10	42%	10	4.2
Total						31.7

With 31.7 points, this educator would receive a rating of effective in the Professional Practice portion of the evaluation.

Part B: Student Growth

The student growth portion of the teacher evaluation will be based on the following components and percentages:

Classroom SLO #1 – 15%

Classroom SLO #2 – 15%

School SLO #1– 5%

School SLO #2– 5%

CCPS index from previous year's school (see Stipulation 6 below) – 10%

Scoring Student Growth

General Stipulations:

- 1) In evaluating an educator's success under the student growth component, the evaluator will consider both the evidence of student learning and the interventions and support that the educator has implemented in order to achieve targets and goals.
- 2) The attributable students for student growth objectives/targets will not include
 - a. students who were not enrolled in the educator's classroom by Sept 30th of a given year or
 - b. any student who is absent 20 days within the measured growth period, or 10% of the days within the measured growth period, whichever is less, unless, during the midyear review and discussion of complexity factors both the educator and the evaluator agree to include students described in a or b above.

- 3) Classroom SLO's will be developed by the educator in collaboration with the evaluator by the third Friday in October of each-school year. Teachers will receive student data reports (e.g., pre-test results) at least three weeks prior to the third Friday in October. Each teacher will develop two classroom SLO's. If the educator and the evaluator cannot agree on whether a classroom SLO is appropriate, the disagreement will be appealed to the Board's Assistant Superintendent of Instruction, who will issue a decision.
 - a. Each educator who teaches an HSA-tested subject will write 3 SLO's, including one referencing the HSA scores, which will count towards the following year's student growth component score. In FY 2015, teachers of HSA-tested subjects will have the student growth component assessed as follows:
 - Classroom SLO 1 - 15%
 - Classroom SLO 2 - 15%
 - HSA SLO - 10%
 - School SLO - 5%
 - New Index - 5%
 - b. Teachers who teach AP classes will write one additional SLO referencing AP scores. The SLO referencing AP scores may not be used in an educator's evaluation if using it would result in an unsatisfactory/ineffective rating in the student growth component.
 - c. IEP Facilitators, Athletic Directors, Resource Teachers, Testing Coordinators and other Unit 1 employees who do not work directly with students will be evaluated on the professional practice portion of the evaluation only.
- 4) Complexity factors for all student growth measures on the evaluation will be identified by the third Friday in October of each-school year and will be considered in the final evaluation.
- 5) For each component of student growth (SLO, etc.), if the target/goal is met, or if there is satisfactory evidence that the teacher has implemented interventions and supports towards meeting the target goal, then the teacher will receive full credit (100% of the points) for that component. If the teacher exceeds the target/goal, the teacher will receive more than 100% of the points for that target, proportional to the extent to which he/she exceeded the target. If the teacher fails to meet the target and has not implemented significant supports or interventions towards meeting that goal, then he/she will receive only partial credit towards the points for that component, proportional to the extent to which he/she did not meet the target and failed to implement significant supports and interventions to meet it. If the educator and the evaluator cannot agree as to whether sufficient supports and interventions have been implemented, the disagreement will be appealed to the Board's Assistant Superintendent of Instruction.

- 6) The components of the CCPS index and the rubric used to score it will be mutually developed by the Board of Education and the EACC and incorporated into this agreement prior to the implementation of the evaluation instrument. Because the CCPS index contains lag data, the index from the school at which the educator taught the previous year will be used in the current year's evaluation. First year teachers will not use the CCPS index and will have that 10% component divided equally between the two School SLO's.
- 7) If an educator is absent due to an FMLA, Leave of Absence, or Workers Compensation qualifying reason for 20 days within the measured growth period, or 10% of the days within the measured growth period, whichever is less, that year's student growth data will not be counted in his/her evaluation for that year. The educator's evaluation for that year will be based only on the professional practice component.
- 8) Interim review - during the first two weeks of January, the educator and evaluator will meet to discuss the progress of attributable students towards the identified classroom SLOs as well as interventions and supports put in place by the educator. Based on consideration of changing complexity factors, the teacher and evaluator may modify the SLO by mutual consent of both parties at this meeting.
- 9) If a teacher is rated overall Developing in a given year, that year will be reported by the Board as satisfactory for purposes of certificate renewal, verification of experience, and other documentation if the teacher's score lies in the top half of the point range for "Developing." A teacher can continue with an overall rating of Developing for two years, after which time he/she must achieve an effective rating or else be rated ineffective.
- 10) The process for setting teacher classroom SLO's and other measures will be revisited, and changed if necessary, by the EACC and the Board jointly as needed, with the consent of both parties.

Frequency of Teacher Evaluation

- 1) All educators will receive an annual evaluation.
- 2) Non-tenured teachers will be evaluated annually using both the Professional Practice and Student Growth Measures until tenure is attained. CCPS recognizes the fact that the composition of a 1st year teacher's evaluation will have to be modified slightly due to the fact that testing data will not exist for the previous year.
- 3) Tenured teachers will receive an evaluation comprising both the Professional Practice and Student Growth Measures once every three years. Teachers in the second and third year of the evaluation cycle will be evaluated using the Student

Growth Measures coupled with a carryover of their Professional Practice rating from year one of the cycle. Any teacher who has been rated ineffective or developing during the previous year's evaluation cycle will receive an evaluation using both professional practice and student growth until such time an effective rating has been achieved.

Initial Implementation:

Non-tenured and Ineffective Teachers:

Beginning with the 2013-2014 school year, non-tenured and teachers who were rated overall unsatisfactory on their most recent evaluation will be evaluated annually using both Professional Practice and Student Growth Measures.

Tenured Teachers:

Beginning with the 2013-2014 school year, tenured teachers will be separated into three Cohort Groups. Groups will be established following these procedures:

- a) All tenured teachers will be sorted alphabetically by school location.
- b) Using the alphabetical list, teachers will be assigned a cohort group number (1-3) by assigning the next chronological number in a repeated 1, 2, 3 pattern. This process will allow for an equal distribution of tenured teachers across the initial three year cycle.
- c) Teachers whose names change will continue to be evaluated with their original cohort groups

Cohort groups will be evaluated in accordance with the graphic representation of the cohort evaluation schedule provided in Appendix A.

- d) Carryover Scores – The professional practice score attained by Cohort #1 in 2013-14 will carry over into 2014-15 and 2015-16. Teachers in Cohort groups 2 and 3 who received an overall satisfactory rating on their last evaluation will be assigned a point value of 32 (average of the effective range in part A above) for the professional practice portion of their evaluation until they are observed and rated using the four domains in the professional practice component as described above. An educator who receive an overall ineffective or overall developing rating on his/her evaluation and who believes that the carryover point value of 32 for professional practice was not reflective of the ratings on his/her last evaluation may appeal that 32-point carryover decision to the Assistant Superintendent for Instruction for adjudication. This appeal does not affect the employee's right to appeal the overall unsatisfactory evaluation pursuant to section 4-205 of the Education Article of the Annotated Code of Maryland.

Section 2 – Principal/Vice Principal Evaluation Instrument

The principal/vice principal evaluation instrument will comprise two parts: 1) Professional Practice, worth 50% of the evaluation and 2) Student Growth, worth 50% of the evaluation.

Part A: Professional Practice

The Professional Practice portion of the Principal/vice principal evaluation will be based on the Maryland Leadership Instructional Framework, including 12 outcomes comprising 50 components as follows:

1.0 Facilitate the Development of a School Vision

1.1 There is a written school vision that encompasses values, challenges, and opportunities for the academic, social, and emotional development of each student

1.2 There is a process for ensuring that all staff and other school community members are able to articulate the vision

1.3 There are procedures in place for the periodic, collaborative review of the vision by the school community

1.4 Resources are in place or have been requested to support the vision

2.0 Align All Aspects of a School Culture to Student and Adult Learning

2.1 There is respect, teamwork, and trust in dealings with students, staff, and parents

2.2 There are high expectations for all students and teachers in a culture of continuous learning

2.3 There is a school leadership team working towards the school vision

2.4 There is a school improvement plan, focused on results, and characterized by collective responsibility for instructional planning and student learning

2.5 There are opportunities for leadership and collaborative decision making distributed among the school community, especially teachers

3.0 Monitor the Alignment of Curriculum, Instruction, and Assessment

3.1 There are ongoing conversations with teachers as to how the Maryland State Common Core Curriculum and/or local curriculum and research-based instructional strategies that are integrated into daily classroom instruction

3.2 There is student work that is appropriately challenging

3.3. There are assessments that regularly measure student mastery of the content standards

4.0 Improve Instructional Practices Through Observation and Evaluation of Teachers

4.1 There is a process to determine what students are reading, writing, producing, and learning.

4.2 There is use of student data and data collected during the observation process to make recommendations for improvement in classroom instruction

4.3 There is formal feedback during the observation conferences as well as ongoing informal visits, meetings, and conversations with teachers regarding classroom instruction

4.4 There is regular and effective evaluation of teacher performance based on continuous student progress

4.5 There is identification and development of potential school leaders

5.0 Ensure the Regular Integration of Appropriate Assessments into Classroom Instruction

5.1 There are multiple and varied assessments

5.2 There are formative and summative assessments that are a regular part of the ongoing evaluation of student performance and that serve as the basis for adjustments to instruction

5.3 There are appropriate interventions for individual students based on results of assessments

6.0 Use Technology and Multiple Sources of Data to Improve Classroom Instruction

6.1 There is effective use of appropriate instructional technology by students, staff, and administration

6.2 There is review of disaggregated data by subgroups

6.3 There is ongoing root cause analysis of student performance that drives instructional decision making

6.4 There is regular collaboration among teachers on analyzing student work

7.0 Aligns professional development with identified curricular, instructional, and

assessment needs connected to school improvement goals

7.1 There are opportunities for teachers to engage in collaborative planning and critical reflection, wherever possible within the regular school day

7.2 There is differentiated professional development according to career stages, needs of staff, and student performance

7.3 Faculty will be provided an opportunity for input on professional development activities

8.0 Engage School Community Members in a Shared Responsibility for Student and School Success

8.1 There are parents and guardians welcomed in the school, encouraged to participate, and given information and materials to help their children to learn

8.2 There are school community members and school partners who readily participate in school life

9.0 Prioritize, Manage, and Administer Resources in an Effective and Efficient Manner

9.1 Creates processes and a schedule that maximizes time for instruction and collaboration

9.2 Facilitates hiring, assigning, and supervising of all personnel employed at the school

9.3 Uses a variety of performance data to recommend personnel actions

9.4 Uses public resources and funds appropriately

9.5 Manages financial, material, and technology resources in an effective and equitable manner

9.6 Coordinates the management of the school plant

9.7 Ensures the maintenance and accuracy of all school records

10.0 Communicate Effectively in a Variety of Situations and Circumstances with Diverse Audiences

10.1 Strives to keep the community aware of school programs and shares important data and information with the school community

10.2 Facilitates the continuous safety of the school

10.3 Responds appropriately and in a timely manner to members of the school community

10.4 Communicates and interacts professionally and positively with members of the internal and external school communities

10.5 Demonstrates appreciation of diversity and promotes sensitivity to student and staff needs.

10.6 Utilizes effective problem solving strategies for resolving conflict and building consensus

11.0 Understand and Respond to the Cultural Context of the School Community

11.1 Models the core beliefs of the system and the school

11.2 Aligns actions to the vision of the school

11.3 Develops positive relationships with community leaders and fosters a climate that invites community members to donate time, expertise, and resources

11.4 Recognizes and celebrates the contributions of all school community members

12.0 Promote the Success of Every Student and Teacher by Acting Within a Framework of Integrity, Fairness, and Ethics

12.1 Fosters, models, and supports a high level of professional performance and growth for administrative, instructional, and support staff

12.2 Maintains confidentiality when dealing with staff, students, services, and records

12.3 Follows established legal practices, board policy, negotiated agreements and system procedures

12.4 Exercises appropriate judgment when making decisions

Rating - For each of the 50 components above, the evaluator will assign 1 point for each component met by the principal during the year; the rating for the professional practice portion will then be assigned as follows:

0 to 12% = Ineffective

13 – 25% = Developing

26 – 38% = Effective

39 – 50% = Highly Effective

Part B: Student Growth –

The student growth portion of the principal/vice principal evaluation will be based on the following components and percentages:

School SLO # 1 –	15%
School SLO # 2 –	15%
Gap SLO –	10%
CCPS Index –	10%

Scoring Student Growth Measurement for Principals and Vice Principals

General Stipulations:

- 1) In evaluating a principal's/vice principal's success under the student growth component, the evaluator will consider both the evidence of student learning, the attainment of set targets, and the interventions and support that the principal/vice principal has implemented in order to achieve targets and goals.
- 2) The attributable students for student growth objectives/targets will not include
 - a. students who were not enrolled in the principal's school by Sept 30th of a given year or
 - b. any student who is absent or more than 20 days within the measured growth period, or 10% of the days within the measured growth period, whichever is less,unless, during the midyear review and discussion of complexity factors, both the principal/vice principal and the evaluator agree to include students described in a or b above
- 3) School SLO's will be developed by the principal in collaboration with the evaluator by October 18th of the school year. Each principal will develop two school SLO's, one of which must be tied to measurable academic achievement.
- 4) Complexity factors for all student growth measures on the evaluation will be identified at this time and will be considered in the final evaluation.
- 5) For each component of student growth (SLO, etc.), If the target/goal is met, or if there is satisfactory evidence that the principal/vice principal has implemented interventions and supports towards meeting the target goal, then the principal/vice principal will receive full credit (100% of the points) for that component. If the principal/vice principal exceeds the target/goal, the principal/vice principal will receive more than 100% of the points for that target, proportional to the extent to which he/she exceeded the target. If the principal/vice principal fails to meet the target and has not implemented

significant supports or interventions towards meeting that goal, then he/she will receive only partial credit towards the points for that component, proportional to the extent to which he/she did not meet the target and failed to implement significant supports and interventions to meet it. If the principal/vice principal and the evaluator cannot agree as to whether sufficient supports and interventions have been implemented, the disagreement will be appealed to the Superintendent.

- 6) The components of the CCPS index and the rubric used to score it will be mutually developed by the Board of Education and the EACC and incorporated into this agreement prior to the implementation of the evaluation instrument. Because the CCPS index contains lag data, the index from the school at which the educator worked the previous year will be used in the current year's evaluation. Principals/vice principals in their first year of service with Charles County Public Schools will not use the CCPS index and will have that 10% component divided equally between any two School SLO's.
- 7) If a principal/vice principal is absent due to an FMLA, Leave of Absence, or Workers Compensation qualifying reason for 20 days, within the measured growth period, or 10% of the days within the measured growth period, whichever is less, that year's student growth data will not be counted in his/her evaluation for that year. The principal/vice principal's evaluation for that year will be based only on the professional practice component.
- 8) Interim review - during the first two weeks of January, the principal/vice principal and evaluator will meet to discuss the progress of attributable students towards the identified school SLOs as well as interventions and supports put in place by the principal/vice principal. Based on consideration of changing complexity factors, the principal/vice principal and evaluator may modify the School SLO by mutual consent of both parties at this meeting.
- 9) If a principal/vice principal is rated overall Developing in a given year, that year will be reported by the Board as satisfactory for purposes of certificate renewal, verification of experience, and other documentation if the principal's/vice principal's score lies in the top half of the point range for "developing." A principal/vice principal can continue with an overall rating of Developing for one year, after which time he/she must achieve an effective rating or else be rated ineffective.

The process for setting principal/vice principal SLO's and other measures will be revisited, and changed if necessary, by the EACC and the Board jointly and with the consent of both parties.

Frequency of Principal/Vice Principal Evaluations

Principals/vice principals will be evaluated annually using both the Professional Practice and Student Growth Measures.

Section 3 – Evaluation Instrument for Other Employees

The evaluation instrument and process to be used for Content supervisors, Specialists, Directors, Pupil Personnel Workers, Psychologists, Instructional Specialists, Supervisors and other Unit 2 employees not covered by section 2 above will be collaboratively developed by EACC representatives and the Board and incorporated into this agreement by June 30, 2014.

ARTICLE 24
REDUCTION IN FORCE

A. Definition

Reduction in force (RIF) shall be defined as the termination of an employee; or the failure to allow an employee to return from leave because of one or more of the following reasons:

1. Budgetary allocations
2. Decreasing pupil enrollment
3. Discontinuation or reduction of state or federal funding for special programs
4. Consolidation or closing of a school or schools
5. Discontinuation of certain courses of instruction
6. Administrative reorganization

B. Procedure

The procedure to be used in a reduction in force of teachers will be as follows:

1. No tenured teacher will be terminated by virtue of his position being abolished if a provisionally certificated or a probationary teacher currently holds the same type of position.
2. If no such provisionally certificated or probationary teacher is currently holding the same type of a position, the Class II certificated unit member holding the same type of position will be terminated next in order.
3. The tenured teacher with the least service in Charles County in that type of position will be terminated next in order.

4. When a: transfers from one type of position to another, he will be credited with his entire service in Charles County in the new position for reduction in force purposes.

5. Employees who have completed at least one year of service with CCPS will be treated in the same manner as active teachers with respect to the provisions of this section pertaining to the termination and reemployment of teachers.

6. Unit I teachers will have the option of one teaching position transfer, when a vacancy exists, before being subject to the RIF procedure. The teacher must be fully certified in the teaching area to which he/she is transferring. **

7. Seniority will be determined by:

- a. The effective date of continuous, uninterrupted service in Charles County. For the purpose of this section, approved leave of absence would not be considered as interrupting service; however, credit for experience would only apply in accordance with Article 18, Section G.
- b. The date of the employee's signature on the contract.

C. Recall

1. Employees who have completed at least one year of service with CCPS whose positions have been terminated under this section shall be reemployed in cases where future vacancies develop in positions for which they are qualified with the teacher who was released most recently being eligible for the first vacancy.

2. Recall privilege shall exist for a three-year period.

3. If the unit member has been recalled and rejects the offer of a position, the member shall be deemed to have waived his reserve status. If subject employee has accepted employment in another Maryland Public School System and is unable to obtain a release from his/her employment contract, he/she may decline an offer to return to work and retain all recall rights if the offer is made on or after July 15. Such rights shall be retained until the following July 15.

ARTICLE 25

COLLABORATIVE DECISION-MAKING

The Board recognizes the necessity of obtaining input from professional staff and the community on issues which directly impact on classroom instruction and the quality of education. To this end, administrators at every level are encouraged to seek out and use staff and community input to the maximum extent possible.

A. The Education Association of Charles County and the Board of Education agree that collaborative decision-making is a process in which all members of the education community at the school level participate. In each school, the principal will identify the group(s) through which the staff can identify problems, define goals, implement programs, and plan staff development activities.

B. The attainment of consensus, wherever possible, shall be a primary goal. Both parties recognize that decisions made by consensus are the most effective in promoting cooperation and commitment to the policies established.

ARTICLE 26
IMPLEMENTATION RESPONSIBILITY

- A. The Board and the Association will participate jointly in the implementation of this agreement.

- B. The Board will take such action as may be necessary to give full force and effect to this agreement.

- C. The Association will assume the responsibility for supporting the Board in requiring the teachers to meet their professional responsibility and contractual obligation.

- D. The Association will participate jointly with the Board in a cooperatively planned and financed program of public relations to inform the public concerning the agreement.

- E. Copies of the Agreement will be approved by both parties prior to printing and be distributed by the Board to all present employees and newly appointed employees. The Board and the Association will share equally in printing costs.

ARTICLE 27
PRIVATIZATION

The Board of Education of Charles County will make every attempt to protect employee jobs, and that it will only contract out educational services and/or processes normally performed by Unit I or Unit II employees if it is unable, after trying, to fill those positions with a permanent employee. In the event of such an occurrence, the Board will inform the Education Association of Charles County prior to entering into such contracts.

ARTICLE 28
ACADEMIC FREEDOM

In performance of their teaching functions, teachers shall be responsible to provide students the 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 material presented to students must be relevant to the basic content of the course and appropriate to the maturity level and intellectual ability of the students. The teacher shall also be responsible to ensure that students are permitted to express their views and opinions to others and to encourage students to examine, analyze, evaluate, and synthesize all available information about such topics and materials and to encourage each to form his/her own opinion of others and for the right of individuals to form and hold differing views and opinions. The basic content of a course and provisions for its implementation and supervision shall be the responsibility of the Board.

ARTICLE 29

DURATION AND SEVERABILITY

A. This Agreement shall remain in full force and effect until, June 30, 2015 and incorporate the entire understanding of the parties on all matters which were the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any matter (except as noted in within the contract in Articles 14, 15, 17), whether or not covered by this Agreement, except as provided in ruling by the State Board of Education, the Public Employee Relations Board, or any other governing agency with authority to rule on the matter.

B. In the event the contract is not funded for the given year, negotiations, at the request of the Association, will be reopened on those items not funded as well as the length of the work year.

C. In cases of conflict between provisions of this agreement, State Board of Education Bylaws, and the Public School Laws of Maryland, the latter takes precedence over the provisions of this Agreement.

If any provision of this Agreement or any application thereof 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. The parties will meet not later than fifteen (15) days after any such holding for the purpose of renegotiating the provisions affected.

D. This Agreement may not be modified in whole or in part except by an instrument in writing duly executed by both parties.