



**Education Association of
Charles County (EACC)**



**Charles County
Board of Education (CCBOE)**

2015 Three (3) Year Contract



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PREAMBLE

- A. The Board and the Association firmly believe that the primary function of the Board and its professional staff is to ensure each student attending Charles County Public Schools will receive a high quality educational program. 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.

ARTICLE 1

GLOSSARY

- A. Association – The Education Association of Charles County (EACC).
- B. Board – The Charles County Board of Education (CCBOE).
- C. Confidential Employee – An individual whose employment with the Board requires knowledge of the Board’s position in negotiations.
- D. Employee – Certificated professional employees.
- E. Leadership Position – a position paying a salary differential excluding the positions of Superintendent and Assistant Superintendent(s), Executive Director(s) or equivalent. 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.
- F. Per Diem Rate – an employee’s per diem rate is their annual salary including step, longevity, and stipends for the given year divided by the total number of paid days stipulated in the Article 13 for that employee’s current job assignment plus paid holidays designated in the annual Charles County Public School operational calendar. Eligible stipends will be those that are specifically identified in this agreement as earnable income for the purposes of pension. The per diem rate may be prorated if less than a full day is worked.
- G. Retired Rehired – refers Unit I and Unit II certificated employees hired by Charles County Board of Education. These individuals 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.
- H. Superintendent – the Superintendent of Charles County Public Schools or designee.
- I. Unit I Members – refers to classroom teachers, counselors, librarians, teachers of J-ROTC, resource teachers, and speech therapists.
- J. Unit II Members – refers to directors, coordinators, principals, vice principals, administrative assistants, supervisors, specialists, assistant supervisors, psychologists, and pupil personnel workers.
- K. Workday – any day that the unit member is scheduled to be on duty.

ARTICLE 2
RECOGNITION

- A. The Board recognizes the Association as the exclusive negotiating agent for all certificated employees of the CCPS system, with regard to all matters relating to salary, wages, hours and other working conditions. The Superintendent and those persons designated by the Board to act as its representatives in negotiations pursuant to the Negotiations Law are excluded.

- B. The Association recognizes its responsibility to represent fully and equally without discrimination all the members of the unit in the administration of this agreement.

ARTICLE 3

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 13, 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. All grievances shall be submitted in writing and signed by the grievant.

By mutual agreement of the grievant and the supervisor, the time limits stated herein may be compromised to allow the collection of pertinent information and in the interest of prudent resolution of the grievance.

Level 1. The administrator being grieved, or his or her 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 Assistant Superintendent. The Assistant Superintendent or his or her 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 the Assistant Superintendent or his or her designated representative at Level 2, he or she may appeal to the Superintendent within five (5) days of the receipt of the decision of the Assistant Superintendent or his or her designated representative. The Superintendent or his or her designated representative will respond within fifteen (15) days after receipt of the appeal.

Level 4. Any grievance concerning the interpretation, application, or alleged breach of any provision of this agreement that has been properly processed through the grievance procedure as set forth above and has not been settled, may be appealed to arbitration by the Association by serving written notice to the Board within fifteen (15) calendar days after the Superintendent's answer at Step 3 of the said grievance procedure. If the Association fails to serve such notice of its intention to arbitrate within this time limitation, it shall be deemed to have waived the arbitration and the grievance shall be considered settled. No individual employee shall have the right to invoke this arbitration procedure.

C. Arbitration

1. 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.
2. 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.
3. 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 4

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 on their respective websites.

ARTICLE 5

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 or her membership in the Association, or collective professional negotiations with the Board, or his or her 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 documents 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 not 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 recommendations 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 President will be released full-time to attend to the responsibilities of the position. The position will be considered as a twelve (12) month teaching position. The Association will pay all salary costs and the Board will provide fringe benefits at the rate of the position that the released Association president held in the school system when assuming released Association president responsibilities.
- G. If the Association's full-time release President becomes unable to serve due to a serious illness or serious personal matter, another EACC Board of Directors member may be released full-time to attend to the responsibilities of the position in the President's stead. The Association will pay all salary costs and the Board will provide fringe benefits of the chosen Board of Directors member instead of the

President. The Association President will then return to an employee status on leave, FMLA, or disability, as appropriate.

- H. On returning from his or her leave of absence, the Association President will have the same rights for job placement as an active employee.
- I. 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's 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.
- J. The Board will provide payroll deductions of dues for the United Education Profession in the following manner:
 1. The Board shall deduct dues from employees' 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 or her final salary payment an amount equal to his or her 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.
- K. 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.
- L. 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.
- M. The Association will have the right to place a reasonable amount of materials in the school/office mail boxes, including staff email boxes.
- N. The Association will be provided one bulletin board in the staff lounge, mailroom, and/or teacher's workroom of each site for the Association use.
- O. 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.
- P. 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.

- Q. 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 Office of Finance and Business to determine the procedure that imposes the least administrative burden.

- R. Employees hired 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 P 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 6

EMPLOYEE RIGHTS

- A. The participation or non-participation in religious, political, or teacher association activities of an employee conducted outside duty hours and off school property shall not be grounds for discrimination with respect to his or her professional employment.
- B. An employee will have the right by appointment to review the contents of his or her personnel file and to make copies of any documents contained therein. He or she will be entitled to have a representative of the Association accompany him or her 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 or her assigned duties or does not cause poor public relations within the community or does not create a conflict of interest.
- D. No tenured Unit I member will be disciplined or reduced in rank without just cause. All Unit II 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, the employee enters a guilty plea, or until the Superintendent recommends termination of his or her employment. 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 as the result of the performance of the job. 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 or 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 Charles County Public Schools. The Board will waive 100% of county tuition for those certificated employees who were employees before January 1, 2013. The BOE will waive one-half the county tuition for certificated employees hired to begin work on or after January 1, 2013. Certificated employees who live outside the state of Maryland, who elect to enroll

their children in Charles County Public Schools will be required to pay the State Foundation amount for each registered student.

H. The Board of Education will adopt a board policy on physical assaults.

ARTICLE 7

EMPLOYEE ASSIGNMENT

- A. An employee will be given a written notice of his or her placement on the salary scale and school assignment for the coming year at the earliest possible date. 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 Office of Human Resources no later than July 15 following the close of the school year. In the event that changes are made after July 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 or her automobile, he or she will be reimbursed for all such travel at the mileage rate allowed by the IRS. He or she will be notified of any change in his or 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. Employees 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 8

VOLUNTARY TRANSFER

- A. In considering an employee's request for a voluntary transfer, the wishes of the employee will be honored to the extent that a vacancy for which he or she is qualified exists and there is no conflict with the best interests of the school system. Any teacher who has completed two or more successful 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 transfer.
- B. If an employee's request for a voluntary transfer is granted, the employee will not be eligible to request a voluntary transfer for the following two (2) school years.
- C. The employee will be notified in writing of the disposition of his or her request and the reasons therefore as soon as practicable.
- D. Requests for voluntary transfers will be accepted from teachers, as noted in Paragraph A, who meet the certification requirements for the position identified. Requests for transfer are to be in writing and to be received prior to March 1 of the current year. A teacher may select a maximum of seven (7) schools. Unsuccessful candidates will be advised. All such requests will apply to vacancies identified prior to July 15.
- 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. Open Job Fairs will be held in the spring of each year. At this time, the unit members will be provided access to interview appointments with the school staff where they are seeking a transfer. Priority placement teachers and part-time positions will be invited to participate in the Job Fairs. The Job Fairs are reserved for internal unit members only whose assignments are determined by principal selection. Those whose positions are not selected by principals (speech pathologist, occupational therapists, and others) should continue to work with immediate supervisors to seek a transfer.
 - 1. Ideally, four Job Fairs will be held: two elementary, one middle and one high. All job fairs will be completed at least three weeks prior to the close of the initial voluntary transfer session. Each school will participate in one Job Fair. All schools will participate in the Job Fairs with adequate staff to conduct interviews. Schools may accept interview requests from all levels and subjects. Unit members will make appointments during the week before the Fairs by applying through CCPS Office of Human Resources.

Appointments may not be requested prior to the announced date before the Fair. Interviews will occur at the Job Fair at 20 to 30-minute intervals. Interviews will not be limited to projected vacancies. The process for application and interviews for new schools will be advertised and conducted prior to March of the year in which the school opens. The deadline for the holding Job Fairs will be April 1st of each year.

2. Unit members who are unable to secure an interview or attend the Job Fairs can apply through CCPS Office of Human Resources for schools to which they would like to transfer. Principals are encouraged to interview at times other than the Job Fairs but are not required to do so. Interviews must be completed by April 1st.
 3. The Office of Human Resources will publish an annual webpage describing transfer procedures, including timelines and contact information. The webpage will be completed before the end of February each year.
- G. An employee who is interviewing for a voluntary transfer in accordance with Paragraph A above during the employee's workday will be granted up to two (2) hours of administrative leave to participate. Employees are entitled to three (3) instances of administrative leave. Documentation of attendance at the interview may be required.

ARTICLE 9

INVOLUNTARY TRANSFER

- A. An involuntary transfer will be made only after a meeting between the employee and his or her supervisor, at which time the employee will be notified of the reason for the transfer. In the event that the employee objects to the transfer, he or she may request a meeting with the Superintendent or his or her designee.
- B. Except in cases of emergency, notice of an involuntary transfer will be given to the employee no later than two weeks prior to the date that the employee is to assume his or her 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 or her transfer.
- D. When an involuntary transfer of employees is necessary, because of a reduction of staff in a school or the opening of a new school, the administration will identify where the reduction is to take place. Whenever possible, employees who volunteer to transfer will be accommodated. However, in the event that an involuntary transfer is necessary to the greatest extent possible those employees will be placed ahead of voluntary transfers and external new hires.
- E. When two or more employees are equally qualified for a position, seniority within the school system shall be considered when involuntary transfers need to occur.

ARTICLE 10

VACANCIES AND PROMOTIONS

- A. All vacancies in leadership positions will be properly advertised on the Charles County Board of Education website. A qualified employee wishing to be considered for an advertised vacancy must submit his or her application and required documentation by the deadline stated in the vacancy announcement, in order to receive consideration for the position.
- B. Applicants will be notified of the final disposition of their application.
- C. All openings for evening school positions, summer school positions and for positions under Federal and other special programs will be properly advertised on the Charles County Board of Education website.

ARTICLE 11

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. The Association and the Board agree that classroom control is essential and that such control has a direct relationship to the quality of instruction. It is also agreed that while 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 students and 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 or her to an administrator. 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 or she 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. If the principal is not available, the teacher should report the situation to another building administrator.
- D. The Board of Education will include the President of the EACC or his or her designee on the Alternative Programs Committee, which is investigating alternative settings/programs for chronically disruptive students.

ARTICLE 12

NON-TEACHING DUTIES

- A. The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his or her 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 students. When necessary, teachers shall 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 or principal's designee 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. Teachers 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 13

WORKING HOURS AND WORK LOAD

- A. The employee's normal workday will be seven and a half (7.5) hours. The normal workday of the teachers will begin no earlier than 30-45 minutes before the students are scheduled to report and will end no later than 30-45 minutes after the students are dismissed.
- B. The contract days for ten (10), ten and a half (10.5), eleven (11), and twelve (12) month employees will be:

ten (10) month.....	190
ten and a half (10.5) month.....	200
eleven (11) month.....	210
twelve (12) month teacher.....	227
twelve (12) month administrator....	261

Ten and a half (10.5) 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. **Employees will be given one administrative day without work.**

- C. Any first year teachers who attend a mandatory New Teacher Orientation held in August during their first year, will be paid a stipend of \$240 per day for each day of documented attendance. 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.
- D. MSEA Convention - Certificated employees who wish to attend 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.
- E. Except where it is administratively necessary, Unit I and Unit II employees will not be required to report to work when schools are closed for students due to inclement weather. In the event of an early dismissal due to inclement weather, Itinerant teachers will not be required to travel between their assigned schools.
- F. School-based teachers may be required to remain after the end of the teachers' day, without additional compensation, for no more than three times a month at 1 1/4 hours each meeting, to attend faculty or other meetings. Mandatory training will be completed within the workday. 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.

- G. 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.

H. Planning Time

Middle school and high school teachers shall normally be provided, in addition to their lunch period, one (1) self-directed 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 45 minutes of the block will be self-directed teacher planning time; the remaining time in the block period may be used at the discretion of the principal for other purposes. ILT resource teacher members, Speech and Language Pathologists, Physical and Occupational Therapists, counselors, media specialists and all other Unit I 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) Quarters 1, 2 and 3:

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 quarter, 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.

b) Quarter 4:

Teachers will be provided at least four hours to complete final grades. Final grades will be due no sooner than the day before the final day of school for students.

Senior grades for the 4th quarter will be completed following the guidelines and due dates set by central office in relation to seniors' last day of school. Two hours will be allotted for report card preparation. Final senior grades will be due no sooner than the end of this designated planning time.

c) Special area teachers will not be required to submit their grades any earlier than the regular education teachers.

2) Early Dismissal Days

During ten (10) of the two-hour student early dismissal days contained in any year's school calendar, the time after the students leave will be provided to teachers and other Unit I 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 I employees are given two hours of planning time at their own direction. Teachers may opt to work the remainder of the day off-site,

in an environment that is conducive to work, with notification to their immediate evaluating supervisor.

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, 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.

- I. Where possible, department heads and team leaders should have additional time for planning and carrying out their other duties.
- J. IEP facilitators will have additional time to carry out the responsibilities of that position.
- K. The Board will provide class coverage for teacher participation in IEP meetings when the teacher is required to attend.
- L. Employees with more than five (5) 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.
- M. 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 or 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, the day before winter break and the day before spring 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 or 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. Lesson Plans

1. Lesson plans that have been approved by the Office 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.
2. Teachers will be required to write lesson plans and have them available for review upon request of the administrator.
3. Administrators may ask for lesson plans to be submitted only one day in advance.
4. Teachers will not be required to submit lesson plans more than one day in advance unless:
 - a. lesson plans are required to be submitted as part of the formal professional practice observation
 - b. planning is identified as an area of concern and a Plan for Professional Growth is implemented
 - c. it is agreed upon between the teacher and the administrator as part of professional development.

ARTICLE 14

PERSONNEL EMPLOYMENT PROVISIONS

- A. Each employee will be placed on the proper step of the salary schedule according to his or her 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 or her 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 or her 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 I and Unit II employees will be given credit for applicable professional experience and education.
- E. The contract year will normally include twenty-six (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 Charles County Public Schools.
- H. Upon request to the Office of Human Resources, 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.
- I. The Board of Education will make every effort to ensure that when an employee is on leave without pay (LWOP), the deductions from his or her paycheck for that LWOP period will be distributed so as to reduce all subsequent checks equally.

ARTICLE 15

SALARIES

- A. In FY 2016, there will be a pay level increase for all Unit I and Unit II members except conditional employees. Unit I and Unit II members at the top of the pay scale will receive a 2% Cost of Living Adjustment (COLA). First year teachers without experience initial salary placement will be at pay level 2 (see Appendix 1 for Unit I and Unit II salary scales).
- B. 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.
- C. Employees who successfully complete the voluntary National Board for Professional Teaching Standards certification process will be paid \$2,500 in addition to their regular annual salary.

Speech and Language Pathologists 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.

School 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 transfer will not result in loss of the stipend for any national certification as described above.

- D. In addition to the \$2,500 above, employees with a NBPTS certification will receive an additional \$2,000 to compensate for the loss of state funding for that bonus.
- E. For his or her placement on the scales, no current Unit II employee will be placed at a pay step that is less than his or her current salary.
- F. Employees of the Board who are or become Unit II 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 as compared to a twelve (12) month teachers' pay scale prorated for the new work year.

- F. Each Unit II employee will be advanced to the next level for his or her position at least every (2) two years. Employees may be advanced more frequently based on position analysis, longevity in the position, performance, and school system needs.
- G. Retired Rehired employees in Unit I will be paid the salary negotiated in the Agreement for the appropriate step and lane (BA, MA, APC, MA +30, PhD) prorated for eleven (11) or twelve (12) months if position requires it. Unit II Retired Rehired employees are not eligible to advance one Level every two years.
- H. Vice Principals who are substituting for an absent principal will be paid retroactively at the principal level after twenty (20) days of consecutive substituting.

ARTICLE 16

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.

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

Extra Pay Categories for FY 2016 (see Stipend Scale in Appendix 2)

Category 0

Athletic Director

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

Transition Liaison (HS)

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

ROTC Activities Sponsor

Category 6

Wrestling Coach - Head J.V.

Choral Director (HS)

Drama Sponsor (HS)**

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

AVID Coordinator (MS, HS)

Category 9

Track Coach - Assistant

Varsity (boys and girls)

Yearbook Sponsor (HS)

Marching Band Director (HS)

Category 10

Baseball Coach - Assistant

Cross Country Coach

Golf Coach

Class Sponsor -Jr. & Sr. (HS)

Newspaper Sponsor

Student Council Sponsor (HS)

Tennis coach

Track Coach - Head (Indoor)

Softball Coach - Assistant

Varsity

Softball Coach - Head J.V.

Category 11

Band Director (MS)

Choral Director (MS)

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)
Orchestra Director (MS, HS)
Lacrosse Coach – Head JV

Category 12

Gymnastics Coach
Swimming Coach
Level V Coordinator of Developmental Sports
Grade/Dept. Chair, Team Leader, 10 - 14 member
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
DI Sponsor, all levels

Category 14

Debate Sponsor/Mock Trial (HS)
It's Academic
Skills USA Sponsor
Grade/Dept. Chair, Team Leader,
1 - 5 Members
Math Team Sponsor (HS)
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
Best Buddies – All Levels
Key Clubs (HS)

Category 15

National Honor Soc. Sponsor (HS)
Yearbook Sponsor (ES)
Newspaper Sponsor (ES, MS)
Nat'l Jr. Honor Society Sponsor
Math Team Sponsor (ES)
Robotics Team Sponsor (ES)

Category 16

MS tournament sponsor, Basketball,
Volleyball, Track & Field, Archery

Category 17

Environmental Science Sponsor
(Hard Bargain Farm and Nanjemoy Creek)
Spelling Bee Sponsor (MS)

** 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 Appendix 2.

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

ARTICLE 17

TUITION REIMBURSEMENT AND STAFF DEVELOPMENT

- A. Certificated professional employees holding a Conditional 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 Executive Director of Human Resources.
- B. The following conditions shall apply to reimbursement:
1. MSDE or College courses for employees with a Bachelor's degree must be in a job-related area and have approval of the Superintendent or his or her designee prior to enrollment in the course. The courses for employees with a Master's degree must be in a job-related area and have approval of the Superintendent or his or her designee prior to enrollment in the course.
 2. Employees with a Bachelor's degree must earn a grade of C or better and the employee with a Master's degree must earn a grade of B or better before reimbursement will be approved. Payment will be requisitioned upon presentation of final grades and receipt showing tuition payment.
 3. Current Board employees earning credits during the current fiscal year must work in the county the following school year in order to be reimbursed. In the event that the employee received reimbursement and he or she is unable to be employed in the county the following school year, he or she obligates himself or herself to return the money to the Board. Otherwise, the equivalent amount will be deducted from his or her 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 \$2,225 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 or 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 between the actual tuition and the amount approved for reimbursement. 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 full cost of tuition will be recovered from the employee.

- C. If a person is teaching out of his or 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 participate in paid conferences or workshops offered by the Board through staff development 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 or her designee for approval. These trainings may be made available on county and school in-service days with the approval of the Superintendent or his or her designee.
- F. The EACC will be allotted one full session at New Teacher Orientation to present a workshop or training to new teachers.

ARTICLE 18

HEALTH AND LIFE INSURANCE PACKAGES

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

1. Health Insurance (including dental, optical and prescription drugs)
2. Life Insurance/Accidental Death and Dismemberment

Plan specific information will be posted on the employee portal.

Employees on approved leaves of absence are required to maintain timely payments for their share (25%) of the insurance premiums.

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 enrollment, employees can add, drop, or change between family and individual plans based on documented qualifying events outside of the annual open enrollment period.

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 and Life Insurance Plans

The Board of Education of Charles County will support the health and life 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 health and life 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 employee or spouse/dependent must apply for Medicare Part A and Part B. The Board will support a Medicare supplement plan for retirees who are Medicare eligible regardless of age. The cost share for the

supplement will be provided at the same cost sharing percentage 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 health and life insurance plans 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.

Employees who have worked for the Board of Education for at least ten (10) years immediately prior to retirement, who are enrolled in the health plan prior to retirement but who have not participated in the Board's health insurance plans 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 Part A and Part B. The Board will continue to pay 50% of the cost share for a Medicare supplemental plan. The 50% cost share is equal to 2 times the premium of the lowest priced supplement 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.

- 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 or she is carrying a family health insurance at the time of his or 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 or 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 or she is carrying family health insurance at the time of his or 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 or 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 19

EXTENDED LEAVES OF ABSENCE

- A. The Board agrees that an employee who has completed at least one year of service 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 the Board 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 Board salary through the remainder of the fiscal year in which the deployment occurs.
- D. An employee will submit in writing to the Board his or her 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 the Board 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 the Board 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 the Board who wishes to leave her position prior to the period of disability associated with child-birth and/or does not wish to return to her position after such period of disability may be granted, upon request, an initial leave of absence for up to one year without pay_and without credit for experience.

Said employee shall notify the Superintendent or his or 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 the Board may be granted, upon written request, an initial leave of absence up to one year without pay and without credit for experience, to care for the child of the employee.

- 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 or her request in writing by June 20. He or she will receive written notice of the decision.
- L. All leaves shall be effected in a consistent manner according to Board policy.

ARTICLE 20

SICK LEAVE

- A. A certificated employee can earn one (1) day of sick leave for each month in his or 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. Such request must be submitted in writing to the Executive Director of Human Resources. If an employee resigns before completing his or 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 or she resigns due to hardship reasons, including personal illness or illness of an immediate family member.
- B. Each ten (10), ten and a half (10.5), eleven (11), and twelve (12) month employee may use his or her sick leave to care for illnesses of members of his or her immediate family or household. This leave will be deducted from the employee's accrued sick leave balance. Immediate family shall include spouse, minor child, minor step child, guardians, parents, siblings or anyone who lives regularly in the household of the employee.
- C. The class of an absent teacher shall be provided with the best qualified substitute teacher
- D. A teacher may recommend a substitute for his or her classes during the period of absence.
- E. Certificated employees with ten (10) or more consecutive years of contracted service immediately prior to retirement (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 or her retirement, the employee's estate will be paid at the above rate for the employee's accumulated sick leave up to one hundred days.
- F. 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.

- G. Certificated employees who are not eligible for leave under the Family Medical Act (FMLA) and who become parent to a child through adoption or childbirth during the work year will be granted twelve (12) weeks of parental leave. Such leave may be charged to the employee's sick, personal, or annual leave.

ARTICLE 21

OTHER LEAVES

A.

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

*Annual leave was increased by one day in FY 2011 in lieu of a step increase (26 days).

2. There will be a fifty (50) day limit to the amount of annual leave that a twelve (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 fifty (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 twelve (12) month Unit II member once a year of the amount of annual leave he or she has accumulated.
4. A ten (10), ten and a half (10.5) or eleven (11) month employee who transfers into a twelve (12) month position with the Board will have his or her current personal leave balance converted to annual leave upon the effective date of the twelve (12) month position.
5. For twelve (12) month Unit II members, upon separation from employment for any reason, employees will be paid a maximum of up to seventy-six (76) earned annual leave days.

- #### 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. Except as described below, 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 or 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 or her personal or sick leave in order to appear in court.

The employee may use annual leave, personal leave or leave without pay to participate in legal actions related to traffic citations (regardless of verdict), civil proceedings initiated by the employee, criminal cases in which the outcome is anything other than a verdict of not guilty, or custody or divorce proceedings.

- 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, spouse, 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 as defined by Board policy and has occurred as a result of a work-connected incident which is not compensated by Workers' Compensation, shall be granted administrative leave. 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 Board with all such Workers' Compensation payments.

G. Workers' Compensation

1. When a certificated employee is absent from school as a result of personal injury occurring in the course of his or her employment as used and defined in the Workers' Compensation Laws of Maryland, the employee will be paid his or 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 60 calendar days. After 60 calendar days 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 Risk Manager or his or her designee. No part of such absence will be charged to the employee's sick leave. If approved, such personal injury leave will not exceed twenty-four (24) 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. The employee is responsible for paying their premiums on a timely basis.
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 when approved by the Office of Human Resources.
4. The employee will agree to a transitional return to work plan offered by the Board and as approved by a physician.

H. Personal Leave

1. Each ten (10), ten and a half (10.5) and eleven (11) month employees will be granted two (2) days of personal leave per year with pay. Ten (10) and ten and a half (10.5) and eleven (11) 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), ten and a half (10.5) and eleven (11) month employees 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 or she plans to use more than three consecutive personal leave days. If the ten (10) or eleven (11) month employee does not use his or 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 or her accumulated sick leave at the beginning of the next fiscal year. If the twelve (12) month employee does not use all his or her 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 or her 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.
- H. 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 or her immediate supervisor at least seventy-two (72) hours in advance of taking such leave.

ARTICLE 22

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 the event that a complaint is lodged against an employee, he or 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 23

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, including electronic smoking devices, is not permitted in any Board facility or vehicle.

ARTICLE 24

EMPLOYEE EVALUATION

- 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 or her evaluator. No such report will be placed in the employee's personnel file without his or her prior knowledge.
- C. No material derogatory to an employee's conduct, service, character, or personality will be placed in his or her personnel file unless the employee has had an opportunity to review such material. The employee will acknowledge that he or she has had an opportunity to review such material by affixing his or her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents.
- D. The Board agrees to protect the confidential nature of personal references, academic credentials, and other similar documents.
- E. A formal evaluation of each employee will be done annually 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 be consistent 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 no fewer than four observations each year until he or she achieves a satisfactory or better overall rating on his or her evaluation. Employees who are rated overall satisfactory in Year 1 and Year 2 will be observed at least twice and evaluated at least once each year until the employee receives tenure.
- H. If the material in an employee's file is found by the Superintendent or his or her designee to be improper, incorrect, or unjust, the material shall be destroyed.
- I. 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 not to be prejudicial to the incoming or new administration.

J. 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.

K. Employee Evaluation Instruments

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 based on no fewer than two (2) classroom observations. This portion of the evaluation is divided into four domains that are weighted as follows:

Domain 1: Planning and Preparation – 10 points

Domain 2: Classroom Environment – 15 points

Domain 3: Instruction – 15 points

Domain 4: Professional Responsibilities – 10 points

Each domain above will have components as provided in Appendix 3.

Portfolios

Teachers will not be required to complete a portfolio for Domains 1-3. A portfolio will be required for Domain 4 only, for non-tenured teachers and those in the cohort being observed in any given year. The due date for Domain 4 Portfolio will be April 1 or the first day back in April, if April 1 falls on a holiday. Teachers will be required to submit two (2) artifacts per indicator for the Domain 4 Portfolio. Portfolios will be scored using the Charles County Public Schools rubrics that are referenced in Appendix 6.

Section 2 – Ratings

Within each domain, using the rubric in the Danielson Framework for Teaching, 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 for each component:

Ineffective – 1 point

Developing – 2 points

Effective – 3 points
Highly Effective – 4 points

The rating in each domain will be a reflection of the percent of the total possible points received in that domain:

0 – 30 points of possible points in a domain = Ineffective
31 – 49 points of possible points in a domain = Developing
50 – 81 points of possible points in a domain = Effective
82 – 100 points 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 points possible for the Professional Practice portion of the evaluation:

0 – 15 points = Ineffective
15.1 – 25 points = Developing
25.1 – 40 points = Effective
40.1 – 50 points = Highly Effective

Part B: Student Growth

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

Classroom SLO #1 – 15 points
Classroom SLO #2 – 15 points
School SLO #1– 5 points
School SLO #2– 5 points
CCPS index from previous year's school (see Stipulation 5 below) – 10 points

Part C: Overall Ratings

Point for both parts will be added and the total score will be used to assign an overall rating as follows:

0-30.99 – Ineffective
31-49.99 – Developing
50-81.99 – Effective
82-100 – Highly Effective

If a teacher is rated overall effective or highly effective in any given year, that year will be reported to MSDE by the Board as satisfactory for purposes of certificate renewal and verification of experience.

If a teacher is rated overall developing in any given year, that year will be reported to MSDE 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 he/she must achieve an effective rating or else be rated ineffective.

Scoring Student Growth

General Stipulations:

- 1) Each teacher will develop two (2) classroom SLOs in collaboration with the evaluator.
 - a. Each educator who teaches an HSA-tested subject will write one (1) SLO referencing the HSA scores, which will count towards the following year's student growth component score.
 - b. Teachers will receive student data reports (e.g., pre-test results) at least three (3) weeks prior to the SLOs being due.
 - c. The Rigor Chart provided by CCPS is not mandated and will be used only as a guideline for setting growth targets.
 - d. All SLOs must be approved by the evaluator and finalized by the last work day in October.
 - e. 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 consider comparable SLO targets system-wide in rendering a decision.

- 2) Complexity factors for all student growth measures identified within the SLO will be considered in the final evaluation.
 - a. The attributable students for student growth objectives/targets will not include:
 - i. students who were not enrolled in the educator's classroom by Sept 30th of a given year or
 - ii. any student who is absent 15% of the days within the measured growth period.

Unless, during the midyear review and discussion of complexity factors, both the educator and the evaluator agree to include students described in i or ii above.

- 3) Interim review - during the first three 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.
- 4) 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 fails to meet the target and has not implemented significant supports or interventions towards meeting that goal, then he or she will receive only partial credit towards the points for that component, proportional to the extent to which he or 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 or designee if the remedy sought will change the teacher's overall rating.
- 5) The components and scoring rubric for the Schools Making a Difference index will be as described in Appendix 7 titled SMAD Guiding Questions. The educator's score on the SMAD index will be determined according to the rubric. Because the SMAD index contains lag data, if the SMAD score changes a teacher's evaluation from ineffective to effective, the index from the school at which the educator taught the previous year will be used in the current year's evaluation.
- 6) If an educator is absent due to FMLA, Leave of Absence, or Workers' Compensation qualifying reasons for 15% of the days within the measured growth period, that year's student growth data will not be counted in his or her evaluation for that year. The educator's evaluation for that year will be based only on the professional practice component.
- 7) 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 employees 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.
- 3) Tenured teachers will receive an annual 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.

Section 2 – Evaluation of Other Unit I Employees

EACC and the Board will continue to collaborate on a professional practice model pertinent to each of the Unit I job categories listed below, including indicators and mini portfolios with rubric scoring: School Counselors, Media Specialists, Athletic Directors, Testing Coordinators, Resource Teachers, Counselors, Media Specialists, Athletic Directors, Testing Coordinators, Resource Teachers, IEP Facilitators, Reading Recovery Teachers, and Teachers at Stethem. The Portfolio criteria and scoring rubric is based on Charlotte Danielson's Framework of Teaching and includes the four domains which are included in 1.

The evaluation for employees in these positions will be scored based on the following components and points:

- Professional Portfolio – 30 points
- School SLO #1 – 5 points
- School SLO #2 – 5 points
- SMAD index from previous year's school (see Stipulation 6 above) – 10 points

Points for all components will be added and the total score will be used to assign an overall rating as follows:

- 0-15 – Ineffective
- 15.5-24.5 – Developing
- 25-40.5 – Effective
- 41-50 – Highly Effective

Section 3: Principal and Vice Principal Evaluation Instruments

The principal/vice principal evaluation instrument will be comprised of two parts: 1) Professional Practice, worth 50 points of the evaluation and 2) Student Growth, worth 50 points of the evaluation. The evaluator for principals will be the Assistant Superintendent of School Administration or his or her designee. The evaluator for the vice principal is the building principal.

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 listed in Appendix 4.

Rating - For each of the 50 components listed in Appendix 4, 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:

- 0-12 points – Ineffective
- 13-25 points – Developing
- 26-38 points – Effective
- 39-50 points – Highly Effective

Part B: Student Growth –

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

- School SLO # 1 – 15 points
- School SLO # 2 – 15 points
- Gap SLO – 10 points
- SMAD Index – 10 points

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 for more than 15% of the days within the measured growth period.

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) 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 fails to meet the target and has not implemented significant supports or interventions towards meeting that goal, then he or 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. If the vice principal and the evaluator cannot agree as to whether sufficient supports and interventions have been implemented, the disagreement will be appealed to the Assistant Superintendent of School Administration or designee.
- 5) The components of the SMAD 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 SMAD 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 SMAD index and will have that 10% component divided equally between any two School SLO's.
- 6) If a principal/vice principal is absent due to an FMLA, Leave of Absence, or Workers' Compensation qualifying reason for 15% of the days, within the measured growth period 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.
- 7) Interim review - during the first three 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.
- 8) 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 or 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 4: Evaluation of Other Unit II Employees

The evaluation instrument and process to be used for content supervisors, specialists, directors, instructional specialists, supervisors, and other Unit II employees not covered by Section 3 above will be collaboratively developed by EACC representative and the Board and incorporated into the agreement for the SY 2015-16.

ARTICLE 25

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 student 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 or her position being abolished if a conditionally 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 an employee transfers from one type of position to another, he or she will be credited with his or her entire service in Charles County in the new position for reduction in force purposes.
5. 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 or she is transferring.

6. 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 19, 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 or her reserve status. If subject employee has accepted employment in another Maryland Public School System and is unable to obtain a release from his or her employment contract, he or 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 26

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 27

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 web publication 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 28

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 29

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 or 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 30

DURATION AND SEVERABILITY

- A. This Agreement shall remain in full force and effect until, June 30, 2018 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 15, 16, 18 and one opener each), 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.

APPENDIX 1

SALARY SCALES

Charles County Public School Unit I Salary Scale 2015-2016

Year of Experience	Pay Level	Salary Scale									
		COND	BS	BSX	APC	APCX	MA	MAX	MA+30	PhD	
1	1	42,253.00	45,253.00	46,047.00	48,040.00	48,881.00	49,055.00	49,914.00	50,055.00	52,555.00	
2-4	2	42,253.00	45,253.00	46,047.00	48,040.00	48,881.00	49,055.00	49,914.00	50,055.00	52,555.00	
5	3	43,840.00	46,840.00	47,658.00	49,721.00	50,591.00	50,772.00	51,661.00	51,772.00	54,272.00	
6	4	45,476.00	48,476.00	49,324.00	51,461.00	52,362.00	52,549.00	53,469.00	53,549.00	56,049.00	
7	5	47,172.00	50,172.00	51,051.00	53,262.00	54,195.00	54,388.00	55,340.00	55,388.00	57,888.00	
8	6	48,930.00	51,930.00	52,823.00	55,127.00	56,092.00	56,292.00	57,277.00	57,292.00	59,792.00	
9	7	51,760.00	55,916.00	56,916.00	59,323.00	60,355.00	60,562.00	61,562.00	61,562.00	64,062.00	
10	8				59,053.00	60,087.00	60,301.00	61,357.00	61,301.00	63,801.00	
11-13	9				61,120.00	62,190.00	62,412.00	63,504.00	63,412.00	65,912.00	
14-15	10				63,259.00	64,366.00	64,595.00	65,726.00	65,595.00	68,095.00	
16	11				65,473.00	66,783.00	66,856.00	68,194.00	67,856.00	70,356.00	
17	12				68,092.00	69,688.00	69,531.00	70,140.00	70,531.00	73,031.00	
18	13				69,284.00	70,951.00	70,748.00	71,530.00	71,748.00	74,248.00	
19	14				70,817.00	71,437.00	72,312.00	72,945.00	73,312.00	75,812.00	
20	15				72,056.00	72,853.00	73,577.00	74,391.00	74,577.00	77,077.00	
21	16				73,649.00	74,294.00	75,205.00	75,863.00	76,205.00	78,705.00	
22	17				74,938.00	75,766.00	76,521.00	77,367.00	77,521.00	80,021.00	
23	18				76,594.00	77,264.00	78,213.00	78,898.00	79,213.00	81,713.00	
24	19				77,934.00	78,406.00	79,582.00	80,105.00	80,582.00	83,082.00	
25	20				82,877.00	82,877.00	84,628.00	84,628.00	85,628.00	88,128.00	

Note:
 "X" represents a half-year of previous experience
 "APC" is Advanced Professional Certificate
 "COND" is Conditional Teaching Certificate and no change from previous year.
 Highlighted amounts increased two percent from previous year.

Charles County Public School Unit I (ROTC) Salary Schedule 2015-2016

Pay Level	NCO	OFCR
1	48,669.00	57,866.00
2	50,372.00	59,722.00
3	50,372.00	59,722.00
4	50,372.00	59,722.00
5	50,372.00	59,722.00
6	52,138.00	61,640.00
7	53,960.00	63,619.00
8	55,847.00	65,664.00
9	57,803.00	67,775.00
10	59,823.00	69,956.00
11	61,524.00	72,205.00
12	62,873.00	74,528.00
13	64,221.00	75,707.00
14	65,569.00	75,707.00
15	66,917.00	76,929.00
16	66,917.00	78,152.00
17	66,917.00	78,152.00
18	68,265.00	79,409.00
19	68,265.00	80,666.00
20	68,265.00	80,666.00
21	69,614.00	81,967.00
22	69,614.00	83,266.00
23	69,614.00	83,266.00
24	71,635.00	84,607.00
25	71,635.00	85,947.00
26	71,635.00	85,947.00
27	75,934.00	90,860.00

Charles County Public School Unit II Salary Scale 2015-2016

	LEVEL									
	1	2	3	4	5	6	7	8	9	10
Position										
Coordinators Specialists	79363	82301	85241	88180	91118	94059	96997	99935	102876	110092
Directors	92589	96263	99935	103609	107282	110956	114629	118304	121976	130733
Instructional Specialist 11-month	66135	68047	69956	71865	73776	75685	77595	79506	81415	86698
Instructional Specialist 12-month	71490	73553	75618	77683	79747	81813	83876	85942	88018	93716
Principal Elementary	95308	97155	99112	101014	102915	104871	106875	110849	113022	121658
Principal High School	105958	108784	111718	114652	117586	120521	123455	126389	129432	137713
Principal Middle School	99220	101449	103676	105849	108023	110305	114652	116826	120086	126633
Pupil Personnel Worker, Psychologist 11-month	75394	77304	79215	81123	83034	84945	86855	88766	90674	96330
Pupil Personnel Worker, Psychologist 12-month	81497	83562	85628	87690	89755	91821	93886	97998	99909	105936
Pupil Personnel Worker, Psychologist 10-month	68213	69942	71670	73398	75150	76854	78583	80311	82037	87156
Supervising Pupil Personnel Worker, Psychologist	90794	92704	94616	96525	98436	100345	102254	104166	106075	112354
Vice Principal Elementary School	72758	74551	76290	78137	79876	81615	85310	86940	89657	96785
Vice Principal High School	85799	87483	89005	90744	92156	94004	97264	98894	100524	106282
Vice Principal Middle School	75529	76942	78463	79876	81289	82810	86940	89657	91830	97802

Note: Level 10 increased two percent from last year's level.

APPENDIX 2

FY 2016 EXTRA DUTY PAY STIPENDS

Category	FY 2016
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	367
17	133

APPENDIX 3

PROFESSIONAL PRACTICE FOR TEACHERS

Charlotte Danielson’s FRAMEWORK FOR TEACHING

<p>DOMAIN 1: Planning and Preparation</p> <p>1a Demonstrating Knowledge of Content and Pedagogy</p> <ul style="list-style-type: none"> • Content knowledge • Prerequisite relationships • Content pedagogy <p>1b Demonstrating Knowledge of Students</p> <ul style="list-style-type: none"> • Child development • Learning process • Special needs • Student skills, knowledge, and proficiency • Interest and cultural heritage <p>1c Setting Instructional Outcomes</p> <ul style="list-style-type: none"> • Value, sequence, and alignment • Clarity • Balance • Suitability for diverse learners <p>1d Demonstrating Knowledge of Resources</p> <ul style="list-style-type: none"> • For classroom • To extend content knowledge • For students <p>1e Designing Coherent Instruction</p> <ul style="list-style-type: none"> • Learning activities • Instructional materials and resources • Instructional groups • Lesson and unit structure <p>1f Designing Student Assessments</p> <ul style="list-style-type: none"> • Congruence with outcomes • Criteria and standards • Formative assessments • Use for planning 	<p>DOMAIN 2: The Classroom Environment</p> <p>2a Creating an Environment of Respect and Rapport</p> <ul style="list-style-type: none"> • Teacher interaction with students • Student interaction with students <p>2b Establishing a Culture for Learning</p> <ul style="list-style-type: none"> • Importance of content • Expectations for learning and achievement • Student pride in work <p>2c Managing Classroom Procedures</p> <ul style="list-style-type: none"> • Instructional groups • Transitions • Materials and supplies • Non-instructional duties • Supervision of volunteers and paraprofessionals <p>2d Managing Student Behavior</p> <ul style="list-style-type: none"> • Expectations • Monitoring behavior • Response to misbehavior <p>2e Organizing Physical Space</p> <ul style="list-style-type: none"> • Safety and accessibility • Arrangement of furniture and resources
<p>DOMAIN 4: Professional Responsibilities</p> <p>4a Reflecting on Teaching</p> <ul style="list-style-type: none"> • Accuracy • Use in future teaching <p>4b Maintaining Accurate Records</p> <ul style="list-style-type: none"> • Student completion of assignments • Student progress in learning • Non-instructional records <p>4c Communicating with Families</p> <ul style="list-style-type: none"> • About instructional program • About individual students • Engagement of families in instructional program <p>4d Participating in a Professional Community</p> <ul style="list-style-type: none"> • Relationships with colleagues • Participation in school projects • Involvement in culture of professional inquiry • Service to school <p>4e Growing and Developing Professionally</p> <ul style="list-style-type: none"> • Enhancement of content knowledge and pedagogical skill • Receptivity to feedback from colleagues • Service to the profession <p>4f Showing Professionalism</p> <ul style="list-style-type: none"> • Integrity/ethical conduct • Service to students • Advocacy • Decision-making • Compliance with school/district regulations 	<p>DOMAIN 3: Instruction</p> <p>3a Communicating With Students</p> <ul style="list-style-type: none"> • Expectations for learning • Directions and procedures • Explanations of content • Use of oral and written language <p>3b Using Questions and Discussion Techniques</p> <ul style="list-style-type: none"> • Quality of questions • Discussion techniques • Student participation <p>3c Engaging Students in Learning</p> <ul style="list-style-type: none"> • Activities and assignments • Student groups • Instructional materials and resources • Structure and pacing <p>3d Using Assessment in Instruction</p> <ul style="list-style-type: none"> • Assessment criteria • Monitoring of student learning • Feedback to students • Student self-assessment and monitoring <p>3e Demonstrating Flexibility and Responsiveness</p> <ul style="list-style-type: none"> • Lesson adjustment • Response to students • Persistence

www.danielsongroup.org

APPENDIX 4

PROFESSIONAL PRACTICE EVALUATION FOR ADMINISTRATORS

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

APPENDIX 5

JOINT COMMITTEES

The following committees will be a joint effort between the EACC and the Board of Education to address issues discussed in negotiations.

1. A joint committee will be convened to update the requirements in the sick leave exchange program.
2. A joint committee will be convened to examine the possibility of a separate salary lane for occupational therapists and physical therapists.
3. A joint committee will be convened 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.
4. A joint committee will be convened to examine special education workload issues.
5. A joint committee will be convened to make recommendations on effective, pertinent, staff development for certificated employees.
6. A joint committee will be convened to discuss insurance with the goal of reducing premium costs paid by the employee and the Board. Agreed upon changes will be recommended by the joint committee to the bargaining teams for possible inclusion in the negotiated agreement. 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.

APPENDIX 6

PORTFOLIO RUBRICS

Copies of each rubric can be found at:

<V:\Instruction\ CurriculumPublish\PortfolioEvaluations>

Portfolio Rubrics are:

- Administrative Assistant
- Athletic Director
- AVID Coordinator
- Deaf Teacher
- Elementary Instructional Leadership Team
- High School Resource Teacher
- IEP Facilitator
- Learning Resource Teacher
- Media Specialist
- Middle Instructional Leadership Team
- Psychologist
- Pupil Personnel Worker
- Reading Recovery Teacher
- Robert D. Stethem Educational Center Unit I Employees
- School Counselor
- Test Coordinator
- Vision Teacher

APPENDIX 7

SCHOOLS MAKING A DIFFERENCE GUIDING QUESTIONS

SCHOOL MAKING A DIFFERENCE INDEX

SCHOOL CLIMATE AND ORGANIZATION

20 pts

The Standard:

The school's organizational structure and climate facilitate achievement of its core values as expressed in the philosophy/mission. The school culture supports successful implementation of age and developmentally appropriate educational programs and services. The staff regularly conducts staff performance evaluations and offers professional development opportunities informed by its philosophy/mission.

Measure:

- Climate Survey administered in spring - all staff, parents, and students.
(Teacher, Student, and Parent Surveys = 6.67 points each)

Attachments:

1. Include a bulleted list below of how the school recognizes student and staff accomplishments, contributions, responsibilities in meaningful ways.
 -
 -
2. Attach brochures, newsletters, event flyers—anything that contributes to the positive climate that is unique to your school. (3-5 examples)

SCHOOL MAKING A DIFFERENCE INDEX

PARENT INVOLVEMENT

20 pts

The Standard:

Parents are involved as stakeholders who provide input into the development of the school's philosophy/mission.

Measures:

1. Do you have a P.T.O./P.T.A.? YES NO (1 point)
2. What % of parents were PTO/PTA members in 20XX-XX? ____ %
3. What % of parents were PTO/STA members in 20XX-XX? ____ % (2 points)
4. Explain how often they meet and what purpose they serve at your school.

Click here to enter text.

5. Include a bulleted list below of any parent information evenings you have sponsored and any special activities that you sponsor to engage parents. Attach 5 samples. (3 points)

- Click here to enter text.

6. Do you have a PAC? YES NO (1 point)
7. Explain how often they meet and what purpose they serve at your school.

Click here to enter text.

8. Do you have parent representation on your School Improvement Plan Committee?YES NO (1 point)

SCHOOL MAKING A DIFFERENCE INDEX

9. How many parent volunteer hours have been documented in 20XX-XX? _____

10. How many parent volunteer hours have been documented in 20XX-XX? _____
(4 points)

11. Describe how communication with families regarding students' progress in learning and performance is regular, productive, and meaningful. Attach three examples unique to your school. (3 points)

[Click here to enter text.](#)

12. Results from parent surveys. (5 points)

SCHOOL MAKING A DIFFERENCE INDEX

SAFE AND ORDERLY ENVIRONMENT 20 pts

Measures:

A safe, orderly and healthy environment for teaching and learning is provided.

1. Do you have an S.S.T.? YES NO (1 point)
2. Explain the makeup of the team, how often they meet, and what their main purpose is at your school? Attach an agenda of a meeting.

[Click here to enter text.](#)

3. Do you have a P.B.I.S. Team or another team that encourages positive student behavior? YES NO (1 point)
4. Explain how the program is implemented at your school. Attach an example of a P.B.I.S. activity or another activity that encourages positive student behavior.

[Click here to enter text.](#)

5. Is there a process in place to address students' emotional and social needs?
YES NO (1 point)

Describe how the school is sensitive to the critical importance of non-academic needs of students. Attach an example.

[Click here to enter text.](#)

6. Percent of referrals in SY 20XX-20XX ___%
7. Percent of referrals in August 20XX – June 20XX ___%
(3 points)

SCHOOL MAKING A DIFFERENCE INDEX

- 8. Percent of in-school suspensions in SY 20XX-20XX __%
- 9. Percent of in-school suspensions in August 20XX – June 20XX __%
(3 points)
- 10. Percent of out of school suspensions in SY 20XX-20XX __%
- 11. Percent of out of school suspension in August 20XX – June 20XX __%
(3 points)
- 12. Attendance rate in SY 20XX-20XX __%
(3 points)
- 13. Safe and Orderly Survey results
(5 points)

SCHOOL MAKING A DIFFERENCE INDEX

EXTRACURRICULAR ACTIVITIES / STUDENT LIFE 20 pts

The Standard:

The school provides equal access for all student activities that are age and developmentally appropriate to supplement the educational program. A balance of academic, social and extracurricular service activities is maintained.

Measures:

1. Check the extracurricular activities offered at your school.

- | | | |
|--|---|---|
| <input type="checkbox"/> Baseball | <input type="checkbox"/> Honor Society | <input type="checkbox"/> Swimming |
| <input type="checkbox"/> Basketball | <input type="checkbox"/> It's Academic | <input type="checkbox"/> Tennis |
| <input type="checkbox"/> Black Saga | <input type="checkbox"/> Lacrosse | <input type="checkbox"/> Track |
| <input type="checkbox"/> Cheerleading | <input type="checkbox"/> Math Team | <input type="checkbox"/> Unified Bocci |
| <input type="checkbox"/> Chess | <input type="checkbox"/> MESA | <input type="checkbox"/> Volleyball |
| <input type="checkbox"/> Computer Bowl | <input type="checkbox"/> Mock Trial | <input type="checkbox"/> Wrestling |
| <input type="checkbox"/> Destination Imagination | <input type="checkbox"/> Poetry | <input type="checkbox"/> Yearbook/School News |
| <input type="checkbox"/> Drama | <input type="checkbox"/> Poms/Dance | |
| <input type="checkbox"/> FBLA | <input type="checkbox"/> Robotics/Engineering | |
| <input type="checkbox"/> FEA | <input type="checkbox"/> Rocketry | |
| <input type="checkbox"/> Field Hockey | <input type="checkbox"/> SGA | |
| <input type="checkbox"/> Football | <input type="checkbox"/> Soccer | |
| <input type="checkbox"/> Golf | <input type="checkbox"/> Softball | |

2. Explain how your school encourages students to become involved in extracurricular activities. Attach three examples. (6 points)

[Click here to enter text.](#)

SCHOOL MAKING A DIFFERENCE INDEX

1. Percent of total eligible students involved in one or more extracurricular activities in 20XX-XX __% (6 points)

2. Provide a bulleted list of any college and career ready activities that are provided to students.
 -
 -

3. Survey results (8 points)

EVIDENCE OF STUDENT LEARNING

20 pts

The Standard:

The school systematically collects and rigorously analyzes quantifiable and observable evidence of students learning and individual growth from multiple valid and reliable sources.

Evidence of Student Learning: High School

- Did you meet your 4-year cohort target for graduation? YES NO (1.875 points)
- Percent of students with a 3.0 GPA or higher in 20XX-XX? ___%
- Percent of students with a 3.0 GPA or higher in 20XX-XX? ___% (1.875 points)
- AP Equity Index in 20XX-XX ___% (to be completed by R&A)
- AP Equity Index in 20XX-XX ___% (to be completed by R&A) (1.875 points)

- AP Enrollment in 20XX-XX ___% (to be completed by R&A)
- AP Enrollment in 20XX-XX ___% (1.875 points)
- Number of professional development opportunities offered at school for staff in 20XX-XX ___
- Number of professional development opportunities offered at school for staff in 20XX-XX ___ (1.875 points)
- Attach evidence that staff members were offered input into content of their professional development.
- Attach evidence of data-driven meetings throughout the year with a focus on student learning and assessment analysis. (1.875 points)

- Percent of teachers who reached full attainment of SLOs (to be completed by R&A) ___% (1.875 points)
- Student Learning Survey Results (5 points)

SCHOOL MAKING A DIFFERENCE INDEX

Evidence of Student Learning: Middle School

1. Promotion rate for 20XX-XX ___% (to be completed by R&A)
2. Promotion rate for 20XX-XX ___% (1.875 points)

3. Percent of students with a 3.0 GPA or higher in 20XX-XX? ___%
4. Percent of students with a 3.0 GPA or higher in 20XX-XX? ___% (1.875 points)

5. Percent of Reading Intervention students showing improvement in 20XX-XX? ___%
6. Percent of Reading Intervention students showing improvement in 20XX-XX? ___% (1.875 points)

7. Percent of Enrichment enrollment in 20XX-XX? ___%
8. Percent of Enrichment enrollment in 20XX-XX? ___% (1.875 points)

9. Number of professional development opportunities offered at school for staff in 20XX-XX _____
10. Number of professional development opportunities offered at school for staff in 20XX-XX _____ (1.875 points)

11. Attach evidence that staff members were offered input into content of their professional development
12. Attach evidence of data-driven meetings throughout the year with a focus on student learning and assessment analysis. (1.875 points)

13. Percent of teachers who reached full attainment of SLOs (to be completed by R&A)? ___% (1.875 points)

14. Student Learning Survey Results (5 points)

SCHOOL MAKING A DIFFERENCE INDEX

Evidence of Student Learning: Elementary School

1. Promotion rate for 20XX-XX ___% (to be completed by R&A)
2. Promotion rate for 20XX-XX ___% (2.14 points)

3. Percent of students on the Honor Roll in 20XX-XX? ___%
4. Percent of students on the Honor Roll in 20XX-XX? ___% (2.14 points)

5. Percent of students reading on grade level in 20XX-XX? ___%
6. Percent of students reading on grade level in 20XX-XX? ___% (2.14 points)

7. Number of professional development opportunities offered at school for staff in 20XX-XX _____
8. Number of professional development opportunities offered at school for staff in 20XX-XX _____ (2.14 points)

9. Attach evidence that staff members were offered input into content of their professional development

10. Attach evidence of data-driven meetings throughout the year with a focus on student learning and assessment analysis. (2.14 points)

11. Percent of teachers who reached full attainment of SLOs (to be completed by R&A) ___% (2.14 points)

12. Student Learning Survey Results (5 points)

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 3rd day of July, 2015.

BOARD OF EDUCATION OF
CHARLES COUNTY

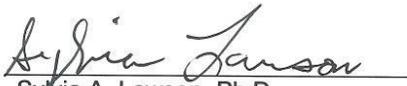
EDUCATION ASSOCIATION OF
CHARLES COUNTY



Amy L. Hollstein
Chief Negotiator



Courtney L. Dowling,
Chief Negotiator



Sylvia A. Lawson, Ph.D.
Member, Negotiations Team



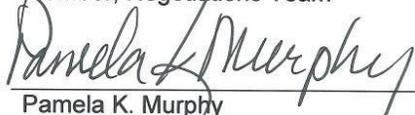
Leslie Schroeck
Chairperson, Negotiations Team



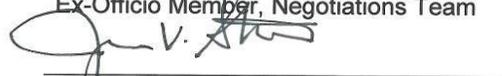
Paul Balides
Member, Negotiations Team



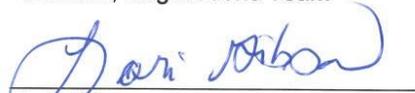
Linda McLaughlin
President, EACC
Ex-Officio Member, Negotiations Team



Pamela K. Murphy
Member, Negotiations Team



James Short
Member, Negotiations Team



Lori Gibson
Member, Negotiations Team



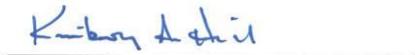
Richard Kelly
Member, Negotiations Team



Virginia R. McGraw
Chairperson, Board of Education



Amy Segars
Member, Negotiations Team



Kimberly A. Hill, Ed.D.
Superintendent of Schools