

**AGREEMENT**

**between**

**THE CALVERT EDUCATION ASSOCIATION**

**and**

**THE BOARD OF EDUCATION OF CALVERT COUNTY**

**July 1, 2010 to June 30, 2013**

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**Article 1**  
**Recognition**

- 1.1 The Board of Education of Calvert County, hereinafter referred to as the "Board" or "employer", recognizes the Calvert Education Association, hereinafter referred to as the "Association", as the sole and exclusive negotiating agent for all certificated employees with regard to salaries, wages, hours, and other working conditions.
  
- 1.2 Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all professional employees, including, but not limited to, teachers holding a conditional teaching certificate, second class teaching certificate, standard professional certificate, advanced professional certificate, and/or national certificate and retire/rehire teachers, represented by the Association in the negotiating unit. The list of professional employees covered by this agreement is attached as an addendum. The addendum will be updated by the Board as positions are added, deleted or revised and upon request sent to the Association.

### Addendum to Article 1

AC/PLUMB/HEAT	FOREIGN LANGUAGE	READING
ACAD MEDICINE	FOREIGN LANGUAGE/LA	READING/FOREIGN LANGUAGE
ALTERNATIVE ED	FOREIGN LANGUAGE/SE	READING/LA
ALTERNATIVE ED TEACHER SE	GRADE 1	READING/LA/MATH
ART	GRADE 2	SCIENCE
ART/PE/HEALTH	GRADE 3	SCIENCE CHAIR/SCIENCE
ART/PHYSICAL EDUCATION	GRADE 4	SCIENCE/QUEST
ART/SOCIAL STUDIES	GRADE 5	SCIENCE/READING
ASST TECH SPECIALIST	GRAPHIC ARTS	SCIENCE/TECH ED
AUDIOLOGIST	GUIDANCE COUNSELOR	SE K TEACHER
AUTISM SPECIALIST	HEALTH OCCUPATIONS	SE PRE-K
AUTISM SPECTRUM	HEARING IMPAIRED	SE PRE-K/KINDERGARTEN
FACILITATOR	HS INSTRUCTIONAL SPECIALIST	SE READING SPECIALIST
AUTISM TEACHER	JOB PLACEMENT	SOCIAL STUDIES
AUTO MECHANICS	COORDINATOR	SOCIAL STUDIES/FOR LANG
BUSINESS	K-5 LEARNING SPECIALIST	SOCIAL STUDIES/QUEST
BUSINESS ED/FOR LANG/FACS	KINDERGARTEN	SOCIAL STUDIES/QUEST/SP ED
BUSINESS EDUCATION	LANGUAGE ARTS	SOCIAL STUDIES/TECH ED
CARPENTRY	LEARNING SPECIALIST	SP ED MATH SPECIALIST
CHESPAX	MASONRY/HOME	SP ED PRE-K
CHILD FIND/INF TODDLER PROG	IMPROVEMENT	SP KINDERGARTEN
COMPUTER ASST DRAFTING	MATH	SPECIAL ED/ENGLISH
COMPUTER PROGRAMMING	MATH	SPECIAL ED/RDG INTV
COMPUTER REPAIR	TEACHER/INTERVENTIONIST	SPECIALIST
COMPUTER SCIENCE	MATH/COMPUTER SCI	SPECIAL EDUCATION
COMPUTERS/QUEST/HEALTH	MATH/SOCIAL STUDIES	SPECIAL EDUCATION (SEAT)
COMPUTERS/SCIENCE	MATHEMATICS	SPECIAL EDUCATION
COSMETOLOGY	MATHEMATICS/QUEST	COORDINATOR
COUNTY-WIDE ALT EDUCATION	MEDIA GENERALIST	SPECIAL EDUCATION-AUTISM
DANCE	MEDICAID/SSIS/EXCT/DATAMGT	SPECIAL EDUCATION-BDP
DANCE/ENGLISH	MENTOR PROGRAM	SPECIAL EDUCATION-ISLE
DEAN	MS LEARNING SPECIALIST	SPECIAL EDUCATION/PHYS ED
DIAG PRESCRIPTIVE TEACHER	MS READING/LEARNING SPEC	SPEECH PATHOLOGIST
DRAMA	MSDE EMPLOYEE	SR NAVAL SCIENCE INSTR
DRAMA/ENGLISH	MUSIC	SS/LANG ARTS
ELECTRICITY	MUSIC/BAND	SS/LANG ARTS/SCI
ELECTRONICS/COMPUTER	MUSIC/BAND/ART	STUDENT SERV WORKER
REPAIR	MUSIC/BAND/COMPUTERS	T&I CHILD CARE
ENGLISH/SOC STUDIES	MUSIC/BAND/STRINGS	TCHR CONSULTANT/ENGLISH
ENGLISH/SPANISH	MUSIC/CHORUS	TCHR CONSULTANT/MATH
ESOL	MUSIC/CHORUS/SCIENCE	TCHR CONSULTANT/SCIENCE
SPECIALIST/COORDINATOR	MUSIC/STRINGS	TECHNOLOGY ED/COMPUTER
FAMILY/CONSUMER	MUSIC/STRINGS/ART	TECHNOLOGY ED/MATH
SCI/PE/HEALTH	NAVAL SCIENCE INSTRUCTOR	TECHNOLOGY ED/PE
FAMILY/CONSUMER SCIENCE	NONPUBLIC SPECIALIST	TECHNOLOGY
FAMILY/CONSUMER	OCCUPATIONAL THERAPIST	EDUCATION/COMPUTER
SCIENCE/SCI	PE/HEALTH	TITLE I HELPING
FAMILY/CONSUMER SCIENCES	PE/HEALTH/MUSIC/MATH	TRANS/ALT-MSA/DIAG PRESC
FAMILY/CONSUMER	PHYSICAL EDUCATION	VISION TEACHER
SCIENCES/MATH	PHYSICAL THERAPIST	VISION/ORIENTATION &
FOOD PRODUCTION	PLANETARIUM	MOBILITY
MANAGEMENT	PRE-KINDERGARTEN	VOCATIONAL EVALUATOR
FOOD PRODUCTION/MGR	PRE-NURSING	WELDING
FOREIGN LANG/LA	PSYCHOLOGIST	
	RDG INTERVENTIONIST/SP PRE	

**Article 2**  
**School Board Authority**

Subject to the terms and conditions of this Agreement and to the provisions of the Public School Laws of Maryland, it shall be the exclusive function of the Board of Education and the Superintendent of Schools to determine the mission of the county public education system and to operate the affairs and direct the personnel of the system in all aspects, including but not limited to the standard of service to be offered; the efficiency of administration; the methods, means and personnel by which such operations are to be conducted, the right to discipline, and to take whatever action and issue rules, policies, procedures and regulations necessary to carry out the mission of the county public education system for which they are responsible and which is entrusted to them.

## **Article 3**

### **Grievance and Arbitration Procedures**

#### **Section 1. Definitions**

A "grievant" shall mean a teacher or group of teachers or the Association filing a grievance.

A "grievance" shall mean a written statement submitted under the cover of a jointly approved form by a grievant that a controversy, dispute or disagreement of any kind or character exists arising out of or in any way involving interpretation or application of the terms of this Agreement.

"Days" shall mean working days.

#### **Section 2. Procedure and Steps**

Within twenty (20) days following occurrence or first knowledge of the act or condition which is the basis of the complaint, the grievant may file a grievance with the school principal or his/her immediate supervisor, or such grievance shall be deemed to be waived.

##### **Step 1.**

The school principal and/or his/her designated representatives, or the immediate supervisor and/or his/her designated representatives shall have ten (10) days to give a written decision after receipt of the grievance.

##### **Step 2.**

If the grievance is not settled in Step 1, the grievant may appeal it to Step 2 by written notice to the Superintendent of Schools within ten (10) days after the employer's Step 1 answer. The Superintendent of Schools and/or his/her designated representatives shall have ten (10) days to give a written decision after receipt of the grievance. Failure of the appropriate administrator to respond within the time limitations established in this Section shall enable the grievant to proceed to the next step.

#### **Arbitration Procedure**

Any grievance concerning the alleged violation, misinterpretation or misapplication of any provision of this Agreement that has been properly processed through Steps 1 and 2 of the grievance procedure as set forth above and has not been settled or waived, may be appealed to arbitration by the Association by serving written notice on the Board within twenty (20) days after the Superintendent's answer at Step 2 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.

## **Other Provisions**

### **1. Selection of Arbitrator**

If the Association and the Board are unable to agree upon the selection of an arbitrator within seven (7) days after the Association's notice of appeal to arbitration, either party (upon written notice to the other party) shall request the American Arbitration Association to furnish a list of not less than nine (9) arbitrators, one of whom shall be designated by the parties as the arbitrator of the grievance. If either party fails to request the list from the American Arbitration Association within a forty (40) day time period from the date the Association informs the Board of its intent to appeal to arbitration, their right to arbitration shall be deemed waived. Selection shall be made by the parties alternately striking any name from the list until only one name remains. The final name remaining who is available to serve shall be the arbitrator of the grievance.

### **2. Jurisdiction of Arbitration**

The jurisdiction and authority of the arbitrator of the grievance and his/her opinion and award shall be confined to the provision or provisions of this Agreement as issued between the Association and the Board. He/She shall have no authority to add to, alter, amend or modify any provision of this Agreement. The arbitrator's authority shall include the authority initially to determine any issue raised regarding this jurisdiction, subject only to judicial stay or intervention. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Board and the Association. The award in writing of the arbitrator, except if set aside by a court of competent jurisdiction, shall be final and binding on the aggrieved employee or employees, the Association and the Board.

### **3. Arbitration Expenses**

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 grievance submitted to him/her.

### **4. Released Time**

Released time shall be provided for all participants in arbitration hearings, including the grievant, association representatives, and a reasonable number of witnesses. The intent of this item is to insure that released time is kept to the minimum amount necessary.

In the event that the grievance is filed by the Association, the Association will provide the Board with the information sufficient to investigate the alleged violation including where necessary and appropriate, names and places.

## **Section 3. Association Representation**

All employees shall have the right to Association representation at each step of the grievance procedure.

Any individual employee or group of employees shall have the right at any time to present grievances to the employer and to have such grievances adjusted, without the intervention of the Association as

long as the adjustment is not inconsistent with the terms of the Agreement, and the Association has been given opportunity to be present and make statements at such adjustment. No grievance may be submitted to arbitration without the consent of, and representation by the Association.

**Section 4. 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**  
**Association Rights**

- 4.1 The Association will have the right to use school facilities for non-commercial purposes, as approved in advance by the principal. The Association shall bear the cost of overtime payment to custodians if such custodial service is necessary.
- 4.2 There will be one (1) bulletin board or bulletin board area reserved for the Association in each school, with location to be approved by the principal, for the purpose of displaying its official notices, circulars, and other such materials.
- 4.3 The Association will have the right to place official rosters, circulars, and other materials in teachers' mailboxes and in the distribution boxes in the central office, so long as it does not interfere with the distribution of the materials of the school system. The Association shall have the right to send official Association messages to teachers' electronic mailboxes. All Association materials distributed in the school system shall be identified by the Association and approved by the Association president or his/her designee before distribution. The Association will have the right to a mailbox at the Board.
- 4.4 The Board shall provide the Association with an electronic file listing all teachers in the system on or before September 15. This list shall include name, position, salary, hire date, and job location. Name and schools of all teachers newly employed will be provided to the Association promptly upon receipt of the signed teacher's contract. Such information is not to be used for commercial purposes.
- 4.5 The Board shall provide the Association a list of names of bargaining unit members. This list shall be provided at the request of the Association, no more than three (3) times per year.
- 4.6 Duly authorized representatives of the Association shall be permitted to meet with teachers during or after school hours as approved by the principal in designated areas.
- 4.7 Association officers and/or representatives shall be permitted to draw upon a leave pool of fifty (50) full days for use in Association business with twelve (12) substitute days paid by the Board and thirty-eight (38) substitute days paid by the Association for use in Association business. Any additional leave will require the approval of the Superintendent in advance and satisfactory arrangements for substitutes. Any necessary substitute expense shall be borne by the Association. The use of the aforementioned leave shall require the approval of an officer of the Association.
- 4.8 A. The Board agrees to deduct from teachers' salaries membership dues as follows: The Association will deliver to the Board by October 1 forms signed by the teachers authorizing the Board to deduct from their salary their professional dues in the Calvert Education Association, the Maryland State Teachers Association and National Education Association. The deductions shall be made in seventeen (17) equal installments, beginning with the salary check issued on or about October 15 of each year. This authorization shall be valid as long as such signators are employed in the Calvert County schools, unless they countermand it in writing to the Association and the Board prior to September 10 of any school year. In case of resignation within a school year, the balance due that year will be deducted from their final salary check.

- B. The Association will certify to the Board in writing the current rate of membership dues. Association will give the Board fifteen (15) days written notice prior to the effective date of any change in the rate of dues.
  - C. No later than November 1 of each year, the Board will provide the Association with a list of those teachers from whom dues were deducted on the October payroll.
  - D. The Board agrees to transmit such monies promptly to the Association.
  - E. The Board shall be indemnified and saved harmless by the Association against any and all claims, demands, suits, or any other forms of liability that shall rise 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 section, or in reliance of any list, notice or assignment furnished under any such provisions.
- 4.9 The rights and/or privileges granted to the Association in this Article will not be granted to any other teachers' negotiating agent during the terms of this Agreement.
- 4.10 In any building site where a site-based decision committee or other committees including advisory committee, faculty advisory committee, school improvement team, or accreditation committee exist, an Association member/s shall be given an opportunity to serve on the committee/s.
- 4.11 The Superintendent shall provide opportunities as appropriate for Association participation on curricular and administrative committees as they are formed.
- 4.12 The Board agrees to the Association having the right to a full time released President with the Association paying the salary and benefit costs. The President, upon return to CCPS, is guaranteed the position they occupied prior to their leave if available or another position in their area of certification.
- 4.13 The Association shall have the opportunity to meet regularly with the Superintendent to discuss issues of mutual interest.
- 4.14 The Association will be given the opportunity to make recommendations on or about November 15 of each year to the Superintendent concerning the school calendar prior to its adoption.

**Article 5**  
**Employment and Assignment**

- 5.1 All teachers on duty as of June 1 will be given written notice of their salary and tentative school assignment for the forthcoming school year not later than June 15, or within two (2) weeks following budget approval by the fiscal authorities, whichever is later. The principal will notify teachers in writing of their projected class and course assignment by the end of the school year. All teachers reporting on and after June 1 of any calendar year will be assigned for the ensuing school year and notified as soon as feasible. In the event that changes in class and/or course assignments are made after the end of the school year, all teachers affected will be notified promptly in writing.
- 5.2 Reasonable effort shall be made to assign teachers to subjects or grades or other classes within the scope of their teaching certificates or their major or minor fields of study. If teachers holding professional certificates are assigned to subjects or grades or other classes outside the scope of their teaching certificate or their major or minor fields of study, they shall be notified promptly in writing following the decision, stating the reason(s) for the assignment.
- 5.3 In arranging schedules for teachers who are assigned to more than one (1) school, an effort will be made to limit the amount of inter-school travel. Teachers shall be notified of any change in their schedules as soon as practicable. Reasonable effort will be made to provide sufficient time for travel, arrival, and departure.
- 5.4 A notice of initial vacancies for summer school, evening high school, mentor program, and other county-wide programs as authorized by the Superintendent shall be posted in each school and on the CCPS website at least two (2) weeks before such vacancies are filled. The Association shall receive a paper copy of all postings. In assigning teachers to these vacancies and with all other factors substantially equal such as satisfactory summative evaluations, educational level, and specific training, preference will be given to the teacher with the greatest seniority in the Calvert County Public School System. Where the nature of position is such that seniority is not an appropriate standard, the Board may deviate from the above for good and sufficient reasons applied equitably in the circumstances. No position shall be denied because of the absence of a summative evaluation.

**Article 6**  
**Teaching Hours and Working Conditions**

- 6.1 All teachers will be assigned appropriate starting and dismissal times, provided that the total regular workday for teachers will be no longer than seven and one-half (7 1/2) consecutive hours, including the duty-free lunch period, except in the case of emergency.
- 6.2 The acceptance of school-related responsibilities beyond the workday shall be voluntary except (a) in the case of an emergency; (b) one (1) day each month may be set aside for a general faculty meeting which shall not exceed one hour beyond the work day except in the case of an emergency; (c) in special circumstances a second meeting may be scheduled, provided that the teachers affected shall receive one (1) week notice as to the date and purpose of the meeting (meetings scheduled pursuant to this sub-section shall not exceed one (1) hour in duration beyond the regular workday); (d) the Board and the Association recognize that a reasonable number of additional meetings may be required in preparation for a Middle States Evaluation.
- 6.3 The work year of teachers regularly employed on the ten (10) month basis and covered by the basic salary schedule shall be determined by the official school calendar and shall not exceed 190 teacher days. Teachers who are newly employed in Calvert County Public Schools shall work 192 teacher days. Ten and three-quarters (10 <sup>3</sup>/<sub>4</sub>) month teachers shall be required to work a maximum of 205 days per year. Eleven (11) month teachers shall be required to work a maximum of 210 days per year. Twelve (12) month teachers shall be required to work a maximum of 230 days per year.
- 6.4 Each teacher shall be assigned a duty-free lunch period of not less than thirty minutes. Travel time with students to and from the lunch room will not be included in this thirty minute period. Teachers shall have the right to leave the building during this time provided they notify the office when leaving and upon returning.
- 6.5 Under no circumstance will a teacher be required to transport students.
- 6.6 A. Each elementary teacher shall have a daily forty-five (45) minute, uninterrupted period for preparation and planning during the student day. However, the principal may convene one (1), thirty (30) minute school related meeting per month during this time.
- B. Each secondary teacher shall be scheduled one (1) period or its equivalent per day during the pupil day for preparation and planning. Any teacher seeking release from such preparation period may so inform his/her principal.
- C. In the event of a CCPS curriculum required field trip every effort will be made to provide a planning period to affected teachers.
- 6.7 Teachers shall not be required to serve as substitutes during their planning period except when a substitute cannot be secured.
- 6.8 Classroom teachers shall not be required to obtain substitutes.
- 6.9 In regard to delayed opening and/or early dismissal days due to inclement weather, the

workday of classroom teachers will begin thirty (30) minutes before the scheduled student starting time on said day, and will end thirty (30) minutes after the student dismissal time on said day.

- 6.10 Teachers shall not be required to report to school on days when schools are closed due to inclement weather or other "officially declared" emergencies.
- 6.11 Classroom teachers shall not be required to collect money from students for non-educational purposes.
- 6.12 Teachers will not be asked to search for bombs or other explosives.
- 6.13 Teaching areas will be adequately lighted, ventilated, and heated. The Board shall comply with applicable state and federal regulations with regard to safe and healthful working conditions. When the building administrator in consultation with the teacher/s and a qualified professional judges a room or an area to be an immediate health or safety hazard, the room or area will be closed until the hazard has been corrected.
- 6.14 Upon request, a teacher must be provided with the proper form to request air quality testing in his/her building. The complete report of any air quality testing shall be sent to the initiate and to the Association.
- 6.15 The Board and Association recognize the importance of Parent Teacher Associations and other school-related activities and will encourage teachers to participate in these activities.
- 6.16 The Association will be given the opportunity to make recommendations on or about November 15 of each year to the Superintendent concerning the school calendar prior to its adoption.
- 6.17 The parties recognize the importance of lesson planning adjusted to the varying needs of students; therefore, there shall be no system-wide prescribed format for lesson plans. Written lesson plans will reflect the *Essential Skills of Teaching*.
- 6.18 On the 2-hour early dismissal days for students designated as teacher work time on the Board approved School System Calendar, after student dismissal is complete 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 supervisor.

**Article 7**  
**Employee Facilities**

As budget and facilities permit, the Board shall make available to each school the following:

- 7.1 A desk, chair, file cabinet, and a computer shall be provided for each teacher, including teachers who float. Reasonable efforts will be made to continue to provide to teachers interactive white boards (i.e. SMART Boards) that enhance instructional practice.
- 7.2 Private telephone facilities shall be made available to teachers for their reasonable use. A joint implementation committee will gather logistical information and identify locations for facilities at each site by July 30, 2010.
- 7.3 Adequate storage space in each classroom, where appropriate.
- 7.4 An appropriately furnished room to be reserved for the use of teachers as a faculty room. Furnishings will include dining tables and chairs.
- 7.5 Well-lighted and clean teacher restrooms reserved for their use.
- 7.6 A teacher work area containing equipment and supplies to aid in the preparation of instructional materials.
- 7.7 Vending machines shall be installed in schools as approved by the principal, provided that said approval will not be denied without cause.
- 7.8 At least one computer with appropriate software and Internet connection in each classroom, as well as access to a printer, for exclusive use of teachers.
- 7.9 Lockable storage for teacher use shall be provided.

## **Article 8 Teacher Rights**

- 8.1 No tenured teacher will be disciplined or reduced in rank without just cause.
- 8.2 The personal life of a teacher shall be the concern of and warrant the attention of the Board only as it may directly prevent the teacher from properly performing their assigned functions during the duty hours.
- 8.3 Subject to Paragraph 2 above, the participation or non-participation in religious, political, or teacher association activities of a teacher conducted outside duty hours and off school property shall not be grounds for disciplinary action with respect to his/her professional employment.
- 8.4 Tenured teachers accused of misconduct in office, following the Administration's initial investigation of a reported incident, have the right to request that an Association representative and/or legal counsel be present at any subsequent meeting with the Administration that he/she has been advised will result in a recommendation of suspension or discharge. If a teacher exercises his/her right for representation at this step, the teacher bears the sole responsibility of notifying the Association representative and/or legal counsel. The Association representative and/or legal counsel will make himself/herself available to meet within two (2) working days from the time the teacher was advised of the need to meet for the above reasons. In the event the Association representative and/or legal counsel fails to appear at the scheduled date and time, the meeting shall proceed without him/her.

It is expressly understood and agreed that this provision is not intended to and does not apply to any or all meetings between teachers and supervisory or administrative staff which are related to or are part of the evaluation of employee competence or any other investigation or consideration by the administration of teacher competence.

It is further expressly agreed and understood that this provision is also not intended to apply to situations involving aggravated teacher misconduct where the best interests of the school system require an immediate suspension of the teacher. The teacher involved in an immediate suspension has the right to request that an Association representative and/or legal counsel be present in all subsequent meetings regarding the immediate suspension.

- 8.5 Following receipt of a written reprimand for misconduct, a teacher may request a meeting with his/her administrator and/or supervisor and Association representative and/or legal counsel; the purpose of which is to clarify expectations for change pursuant to the written reprimand.
- 8.6 Upon notification of suspension or termination, a teacher may request a hearing before the Board as provided in the Education Article of the Annotated Code of Maryland, Section 6-202. If the teacher remains on leave and requests a hearing, the teacher shall continue to be paid at a rate of 70% of their pay until the Board renders a decision or until 100 duty days after the hearing request, whichever comes first. If a teacher's case is upheld, salary lost during the suspension shall be paid to that teacher.
- 8.7 In any reduction in the bargaining unit as the result of budgetary action or curriculum and/or administrative reorganization:

- A. No tenured teacher shall be laid-off until all certificated non-tenured teachers in their field(s) of certification have been laid off
- B. No certificated non-tenured teacher shall be laid-off until all conditional certificated teachers in their field(s) of certification have been laid off.
- C. Tenured teachers shall be laid off based on:
  - i. certification, including subject field and grade level,
  - ii. satisfactory summative evaluations, and
  - iii. seniority (length of service in the Calvert County School System).
- D. Tenured teachers on lay-off (for a maximum period of two years) shall be recalled when vacancies become available based on:
  - i. certification, including subject field and grade level,
  - ii. satisfactory summative evaluations, and
  - iii. seniority.

- 8.8 The Board and the Association shall comply with the provisions of the Public School Laws of Maryland, which renders unlawful discrimination with regard to race, color, religion, gender, age, national origin, familial status, marital status, physical disability, mental disability, sexual orientation or genetic information.
- 8.9 When possible, complaints from parents and other community sources shall be dealt with at the lowest organizational level.

**Article 9**  
**Teacher Evaluation**

- 9.1 All observations will be conducted openly and with full knowledge of the teacher. A rated observation will be followed by a conference, and the teacher will receive a copy of the rating form at or before the conference. Complete guidelines for the observation and evaluation of teachers can be found on Calvertnet.
- 9.2 Non-tenured teachers will be observed at least four (4) times each year.
- 9.3 Non-tenured teachers will have at least three (3) formal conferences per year.
- 9.4 At the time of a formal evaluation, a conference will be held and the teacher will receive a copy of the written evaluation.
- 9.5 Formal evaluation shall be based exclusively on the criteria in the evaluative instrument. The summative evaluation will reflect a formal evaluation of the teacher's performance for the entire observation year and will include comments reflecting strengths where appropriate, the rationale for an unsatisfactory rating, and specific recommendations for improvement. Following an observation or evaluation conference, the teacher shall have the right to a meeting with the principal and/or supervisor regarding the conference. The teacher will have the right to have Association representation and/or counsel present during this meeting which must be held within eight (8) working days of the request.
- 9.6 Written comments may be made by the rater and/or by the teacher. Provision will be made for the teacher's signature to indicate that he/she has seen the rating. The teacher will acknowledge that he/she has had the opportunity to review the observation, evaluation report(s) or related materials by affixing his/her signature or initials to the copy to be filed, with the express understanding that said signature or initials neither indicates agreement nor disagreement with the contents.
- 9.7 A. When any complaint regarding an employee is made to a supervisor, principal, or other administrator, such complaint will be promptly referred for investigation at the lowest administrative level and called to the attention of the employee.
- B. The employee will be given the opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association and counsel at any meeting or conference between the teacher and supervisor regarding such complaint. A complaint is a negative comment or inquiry regarding behavior of an employee by a person not in the employ of the school system, or not acting in the role of employee if employed by Calvert County Public Schools. The complaint may be oral or written.
- 9.8 Teachers will have the right, upon written notice on the appropriate form, to review materials in their personnel file. A representative of the Board shall be present at the review to insure protection of records. The teacher may be accompanied by an Association representative. At the teacher's expense, a copy of materials in his/her personnel file shall be provided.
- 9.9 Material derogatory to a teacher's conduct, service, character or personality will be placed in his/her personnel file only if justified and the teacher has had an opportunity to review the

material and to attach a response. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature or initials to the copy to be filed, with the express understanding that such initialing neither indicates agreement nor disagreement with the contents thereof.

- 9.10 The Board may exclude from a review by the teacher: college placement records, recommendations secured at the time of employment, and confidential material which the employer may exclude from review pursuant to Maryland law or State Board of Education policy.
- 9.11 No teacher shall be observed/evaluated while teaching the class of an absent teacher.
- 9.12 Classroom observations of teachers who are teaching a class outside their area of certification may be both formal and informal, but will not be used as the primary basis for that teacher's final evaluation unless the majority of that assignment is outside his/her area of certification.
- 9.13 As part of a plan of assistance, a tenured teacher assigned to an Intensive Development Plan or second class status may request a teacher mentor.
- 9.14 A teacher who has been granted a third year of non-tenured status shall be appointed a teacher mentor.

**Article 10**  
**Non-Promotional Transfers**

- 10.1 No later than March 1, a list of the known non-promotional vacancies which will occur during the following school year shall be posted in all buildings and on the CCPS website. The Association shall receive a paper copy of all postings.
- 10.2 Teachers who desire a change in grade/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Board not later than March 5 of each year. However, employees shall have no less than five (5) working days to respond. Such statement shall include the grade and/or school to which he/she desires to be transferred in order of preference. Transfer requests will be kept in an active file until September 30 of each year.
- 10.3 No later than May 15, a supplemental list of known vacancies which will occur during the following school year shall be posted in all school buildings and on the CCPS website.
- 10.4 In filling non-promotional vacancies, and with all other factors substantially equal such as evaluations, educational level, and specific training, preference will be given to the teacher with the most seniority in the local system currently employed by the Board and certified in the area of the vacancy.
- 10.5 In the event that a request for voluntary transfer is not granted, the teacher shall be informed as to the reasons for the denial.
- 10.6 Except in emergencies, a teacher involuntarily transferred shall be notified in advance of the intended transfer and afforded the opportunity to discuss such transfer. The Superintendent or his designee shall notify the affected teacher in writing of the reasons for such involuntary transfer.
- 10.7 In any reduction in building teacher staffing, and with all other factors substantially equal such as evaluations, educational level, and specific training, first non-tenured teachers and second tenured teachers shall be transferred based on seniority (length of service in the Calvert County School System).

## **Article 11**

### **Promotions**

- 11.1 The Board declares its support of a policy of filling regular promotional vacancies, whenever reasonably possible, from within its own County School System. Whenever a regular vacancy arises during the school year, the Superintendent shall promptly post a notice of same in each school building and on the CCPS website for no less than two (2) weeks before the position is filled and notify the Association thereof. The Association shall receive a paper copy of all postings. Among such applicants, both within and outside the County School System, if experience, competency and qualifications are relatively equal, the applicant with the greatest length of service in the County School System shall receive the preference.
- 11.2 This Article shall not be subject to the arbitration provisions of this Agreement unless there is an alleged violation of the procedural posting requirements. Any allegation that the Superintendent's action is arbitrary, unreasonable or illegal with regard to race, color, religion, gender, age, national origin, familial status, marital status, physical disability, mental disability, sexual orientation or genetic information must be processed as a 4-205c(3) appeal.
- 11.3 This Article shall not be applicable to positions designated as Executive Staff. A list of these positions shall be made available to the Association on or before July 1<sup>st</sup> or as positions are so designated.

## **Article 12 Sick Leave**

- 12.1 Each teacher shall be allowed minimum sick leave at the rate of one (1) work day per month, the annual total of which shall be available at the beginning of the school year. The maximum number of sick leave days which may be accumulated shall be unlimited.
- 12.2 Upon written request, the Board shall advance sick leave days which will be charged against subsequent accrual, provided that the number of days advanced will not exceed ten (10) days. A teacher who has a deficit in sick leave shall not be advanced sick leave. A teacher, upon termination of services with the Board, who has any sick leave indebtedness, shall have the amount of such indebtedness deducted from the final salary check(s).
- 12.3 The Superintendent or designee may require a doctor's certificate of illness from the teacher's personal physician(s) and/or the examining physician(s) of the Board of Education whenever there is reasonable cause to believe that an absence is not due to bona fide illness.
- 12.4 Sick leave may be used for personal illness, illness in the family or dental and medical appointments which cannot be made outside of working hours.
- 12.5 Teachers transferring into the Calvert County Public School System shall be allowed to transfer from other Maryland Public School Systems up to a maximum of 180 unused accumulated sick leave days.
- 12.6 Previously accumulated sick leave prior to leave of absence will be restored to all employees returning from approved leaves of absence.
- 12.7 Teachers shall, at their request, be allowed to use sick leave for absence due to disability connected with/or resulting from pregnancy. Under this provision such disability shall be treated as a temporary disability. Upon the termination of such disability, the teacher must return to work unless she resigns or requests a leave of absence.
- 12.8 Teachers shall be notified of accumulative sick leave on each regular salary pay voucher.
- 12.9 The rights of employees to family and medical leave shall be as set forth within the Family and Medical Leave Act of 1993 and Board Policy 6019.

The Association shall be provided a copy of all Board policies, forms, and procedures regarding FMLA implementation.

Nothing in this Article shall be read to either eliminate or reduce in any way any rights provided under the negotiated agreement.

- 12.10 An employee who is not at work due to work-related injury or illness shall have the option to supplement worker's compensation benefits by the amount that would result in full pay, for as many days as the employee has accrued sick leave, without the employee losing any of his or her accrued sick leave.

An employee then shall continue to receive 100% of pay by virtue of worker's compensation benefits, supplemented by sick leave pay, with the sick leave being deducted from an employee's accrued amount of this time. Such an employee shall receive only worker's benefits after having exhausted his or her sick leave. An employee will not be permitted to receive pay for both accrued sick leave and worker's compensation benefits for lost wages for the same period of lost time.

If a teacher does not return to work following termination of worker's compensation benefits and sick leave, he or she may request a leave of absence.

- 12.11 An employee sick leave transfer process will be available for all employees who have exhausted all of their accrued sick leave, annual leave, and all but two days of personal leave, and:
- A. Who experience a medically documented incapacitating or catastrophic illness, injury or quarantine, and/or
  - B. Who has a spouse, child, or parent who experiences a medically documented incapacitating or catastrophic illness, injury or quarantine.
    - i. The maximum number of days that an individual may receive from transfer may not exceed a total of 70 of his or her work days each school year. In the event that an employee receives less than seventy (70) days in their initial transfer request, the employee may make additional transfer requests during the same school year up to a total of seventy (70) days.
    - ii. The contributing employee must have at least 15 days of accrued sick leave following the transfer.
    - iii. Any employee who has been deemed ineligible for sick leave transfer has the right to appeal the initial decision to the Superintendent or designee and may be represented by the Association during the appeal process.
    - iv. Donated sick leave will be credited to the recipient's sick leave balance as soon as practicable upon approval by Human Resources, and will be reflected on the recipient's pay check stub in accordance to payroll deadlines. The leave will be available for the recipient to use as he/she would use his/her normal sick leave.
    - v. Sick leave will be donated in whole days only, with a minimum donation of one day, but it may be used in increments as normal sick leave.

**Article 13**  
**Parental Leave**

- 13.1 Tenured teachers shall, at their request, be granted a leave of absence, without pay, for childbearing and/or child rearing for such period of time as they specify within the then current school year. When possible, the teacher shall notify the Board thirty days in advance of such leave. In the event the teacher requests to extend said leave beyond the school year in which it is granted, the teacher shall notify the Superintendent of that intent by March 1. Upon notification, said leave will be extended for one (1) full school year unless the teacher and the Board mutually agree to a shorter period of time, or unless otherwise provided by law. A leave of absence will not be approved or extended for any teacher whose teaching certificate or licensure has expired.
- 13.2 No teacher on said leave shall, on the basis of said leave, be denied the opportunity to substitute in the Calvert County School System upon presentation of medical testimony that the teacher is able to do so.
- 13.3 Tenured teachers adopting an infant child shall, at their request, receive similar leave which shall commence upon the teacher's receiving de facto custody of said infant, or earlier if necessary, to fill the requirement for the adoption.
- 13.4 The Board shall offer to the teacher upon the expiration of parental leave the first available position for which the teacher is properly qualified without creating a new position or transferring another teacher.
- 13.5 To the extent permitted by law, the teacher on leave shall be afforded the opportunity to continue payments toward retirement and/or insurance programs. The teacher must pay in advance, at least one (1) month, the full cost for any such benefits.

**Article 14**  
**Sabbatical Leave**

- 14.1 A maximum of two (2) teachers shall be approved for a full-year sabbatical leave during any one school year.
- 14.2 A request for sabbatical leave of absence shall be made to the Superintendent by February 1.
- 14.3 The teacher shall have completed at least five (5) consecutive full school years in active service as a regularly appointed teacher in the Calvert County Public Schools, in order to be eligible to receive a sabbatical leave.
- 14.4 Teachers on sabbatical leave of absence will be paid at one-half of their annual salary rate. In the event that the teacher receives a stipend, fellowship, or scholarship which, after subtracting the cost of tuition, fees, and books, exceeds one-half of the employee's regular salary, the Board's contribution will be diminished by the amount in excess thereof.
- 14.5 Upon returning from sabbatical leave, the teacher shall be placed on the salary schedule at the level which the teacher would have achieved had the teacher remained actively employed in the system during the teacher's period of absence.
- 14.6 A sabbatical leave of absence may be extended without pay or increment for one (1) additional year.
- 14.7 The teacher shall agree to return to employment with the Calvert County Public Schools for one (1) full year in the event of a one-half year sabbatical leave, or two (2) full years in the event of a full year of sabbatical leave. If the teacher accepts employment elsewhere and fails to return and remain in service pursuant to the provisions of this section, any money paid to the teacher shall be refunded to the Board of Education. The teacher also shall agree to notify the Office of the Superintendent for approval of any projected changes in his/her plans for professional improvements.
- 14.8 The teacher returning from a sabbatical leave of absence for professional improvement shall submit to the Superintendent a report containing transcripts of all college and university study while on leave, a description of travel, and all other items of information pertinent to an evaluation of the teacher's program.
- 14.9 The teacher on leave shall be afforded the opportunity to continue payments toward retirement and all other payroll deductions provided for in this agreement.

**Article 15**  
**Temporary Leaves of Absence**

- 15.1 At the beginning of every school year each non-tenured teacher shall be credited with two (2) days to be used for the teacher's personal business. Tenured teachers shall be credited with three (3) days to be used for the teacher's personal business. Tenured teachers with twenty (20) or more years of experience earned in the Calvert County schools shall be credited with four (4) days to be used for the teacher's personal business. Teachers with thirty (30) or more years of experience earned in Calvert County Public Schools shall be credited with an additional personal day to be used for the teacher's personal business each year. A teacher planning to use a personal business day shall notify the principal in advance. No reason for the request shall be required and leave shall not be denied unless a substantial number of teachers have previously elected this same day. In the event that prior notification is not possible, the Superintendent may require proof that an emergency situation existed. If unused, these days shall be added to sick leave. Except in cases of emergency, the principal shall not approve personal leave days preceding or following a school vacation or holiday.
- 15.2 For teachers with ten (10) or more years of experience with Calvert County schools, unused personal leave shall be cumulative up to five (5) days; unused days thereafter shall be converted to cumulative sick leave.
- 15.3 In the event of an emergency a teacher may request of the Superintendent or a designee that up to two (2) days of accrued sick leave may be used. An emergency shall refer to an unforeseen occurrence or combination of circumstances which calls for immediate action or remedy.
- 15.4 A. Teachers shall be granted leave with pay for jury duty. A teacher called for jury duty shall receive his/her regular salary provided appropriate documentation from the courts is submitted to the employee's supervisor.  
B. When an employee, who is on jury duty, is excused by the court on their scheduled work day, the employee shall promptly report to work. The teacher, upon their return to work, will be given their duty-free lunch and planning time to the extent that time permits within the student day.
- 15.5 When summer school attendance requires early departure, a teacher may be excused without loss of salary on the days on which teachers are required to remain for the completion of reports, provided the teacher:
- A. has been in attendance through the last day school was in session for pupils, and  
B. has completed end-of-year obligations to the satisfaction of the principal, and  
C. has furnished the Board with verification of summer school enrollment.
- 15.6 Teachers who are authorized to leave prior to the dismissal of pupils to participate in an approved professional program will be deducted the amount required for a substitute.
- 15.7 Teachers who are enrolled in an accredited program in education approved by CCPS with a course requirement that can only be completed during the school work day may request up to two professional leave days per internship and must cover the cost of the substitute. Teachers must secure pre-approval for the professional leave by their immediate supervisor and the director of Human Resources or his/her designee. The leave will be granted in full or half-day

increments. Payment at the cost of a non-degreed substitute must accompany the professional leave request. In the event that the approved program requirements exceed the allotted two professional leave days, additional days may be requested in writing of the Superintendent or his/her designee.

15.8 Twelve (12) month teachers shall earn annual leave according to the following employment allotment:

1-13 years experience	- 17 days
14-19 years experience	- 18 days
20-25 years experience	- 19 days
over 25 years experience	- 21 days

For any one year, a twelve month unit member may carry forward up to, but not exceeding, twenty (20) days of annual leave earned for the previous year. The maximum number of days of annual leave available at any time is thirty (30) days. (For each year, annual leave that is not used or forwarded shall be automatically transferred to a unit member's accumulated sick leave.)

15.9 Teachers are entitled to the following bereavement leave.

- A. Not more than five (5) work days of absence with pay shall be allowed for each death in the immediate family, including child, grand-child, step-child, parent, step-parent, brother, sister, husband, wife, or any person who has lived regularly in the household of the employee.
- B. Not more than three (3) working days of absence with pay shall be allowed for the death of a mother-in-law or father-in-law.
- C. Not more than two (2) working days of absence with pay shall be allowed for the death of a grandparent, son-in-law, daughter-in-law, aunt, uncle, niece or nephew.
- D. One day of leave with pay shall be granted for the death of a brother-in-law, sister-in-law, great-grandchild or great-grandparent.
- E. If the deceased is an ex-spouse and/or ex-in-law and there are children between the parties, two (2) days leave may be allowed. One day must be used on the day of the funeral.
- F. Bereavement leave does not need to be taken on consecutive work days.
- G. Available leave may be used if a teacher is required to travel out-of-state for funeral or other bereavement related matters. This use of leave shall not be denied.
- H. Upon written request from a teacher stating the circumstances which make such leave necessary, the Superintendent may authorize additional leave days. If the teacher has exhausted all accrued leave, then the Superintendent may authorize additional bereavement leave.

- I. Should a teacher be named executor of an estate for those relatives listed above, he/she may elect to use one (1) of the bereavement leave days in performance of this responsibility. The employee may use accrued sick or personal leave accumulated for this matter. This leave shall not be denied.
- J. This leave provision shall not be applicable to employees on summer and winter breaks, except in cases where the funeral has not taken place.

15.10 A teacher, who is subpoenaed as a witness in a civil or criminal case or is asked to appear as a witness for the Board with or without a subpoena, shall be granted paid leave for that period of time he/she is unable to report to work. Application for such leave must be made in advance and submitted with a copy of the subpoena.

**Article 16**  
**Extended Leaves of Absence**

- 16.1 The Board agrees that one (1) tenured teacher designated by the Association will upon request be granted a leave of absence for up to eight (8) years without pay for the purpose of engaging in Association (local, state, or national) activities.
- 16.2 The Board will grant a leave of absence without pay to one (1) tenured teacher to campaign for, or serve in a public office, or to campaign for another candidate for a public office(s) for one (1) full school year.
- 16.3 A teacher may be granted a leave of absence without pay for illness.
- 16.4 Other leaves of absence without pay may be granted to tenured teachers by the Superintendent or designee for good reason.
- 16.5 A leave of absence pursuant to this article is subject to approval each year by the Superintendent or designee.
- 16.6 To the extent permitted by law, teachers taking leaves of absence pursuant to this article shall be afforded the opportunity to continue payments toward retirement and/or insurance programs. The teacher must pay in advance, at least one (1) month, the full cost for any such benefits.
- 16.7 In the event the teacher requests to extend said leave beyond the school year in which it is granted, the teacher shall notify the Superintendent of that intent by March 1.
- 16.8 A leave of absence will not be approved or extended for any teacher whose teaching certificate or licensure has expired.

**Article 17**  
**Academic Freedom**

The Board and the Association agree that academic freedom is essential to the fulfillment of the purpose of the Calvert County School System, and they acknowledge the fundamental need to protect teachers from censorship or restraint which might interfere with their obligation to present fairly all sides of issues in their teaching functions. Teachers shall be responsible to provide students opportunity to investigate all facets, sides, and/or opinions of and about any and all topics introduced and shall strive to promote tolerance for the views of others and for the right of individuals to form and hold differing views and opinions. Both parties understand that classroom presentations and discussions shall be relevant to course content as prescribed in the appropriate curriculum guides adopted by the Board of Education and appropriate to the maturity level and intellectual ability of the students.

**Article 18**  
**Maintenance of Classroom Control and Discipline**

When a student is, by behavior, seriously disrupting the instructional program to the detriment of other students, the classroom teacher may temporarily remove the student from the class and refer the student to the principal or designee. In such cases the teacher will furnish the principal, in writing, as promptly as the teaching obligation will allow, full particulars of the incident. Prior to readmission, the principal or designee will be responsible for working with the situation. The principal will determine when the student returns to class and will make such determination after consultation with the teacher except when prevented from doing so in an emergency situation. A response regarding disposition of referrals initiated above shall be forwarded to the teacher in writing within a reasonable time following the original submittal.

**Article 19**  
**Payroll Deductions**

19.1 The Board agrees to deduct from teachers' salaries payments for the following:

- A. Group Insurance
- B. Educational Systems Employees Federal Credit Union
- C. Current Educator's Income Protection Plan
- D. Tax shelter annuities approved by the Superintendent.

## **Article 20 Compensation**

- 20.1 Teachers shall be paid according to the provisions of Appendix A.
- 20.2 The Board will make twenty-six (26) salary payments, one every other Friday. All teachers shall have automatic payroll direct deposit beginning with the School Year 2007-2008.
- 20.3 A. Voluntary extra-duty assignments for the next school year shall be paid according to the Board's Extra Pay for Extra Duty Longevity Pay Scale which will be posted and advertised in each building on or before May 1.
- B. "Extra-duty" is defined to be that additional responsibility assigned to a professionally certificated, full-time teacher by the principal (and the Superintendent's Designee) which shall be performed at a time or times other than during the teacher's regular duty day.
- C. All extra duty, summer school, evening high school, workshops, mentor program, and other county-wide programs as authorized by the Superintendent, will be advertised. The Director of Human Resources shall promptly post a notice of same in each school building for no less than two (2) weeks before the position is filled and notify the Association thereof. During the summer months, a list of such vacancies and/or new positions shall be available on the county school system employment web site. The Association shall receive a paper copy of all postings. No position shall be filled on a regular basis for two (2) weeks following this notification.
- D. In the event there are no volunteers, the Board may appoint for the duration of the school year a certificated teacher who is not employed by the Board of Education. Once the school year begins, vacancies that are caused by unexpected resignations will be re-advertised system-wide for a period of two weeks. The Association shall receive a paper copy of all postings. The principal may appoint an acting coach or sponsor until the position can be filled permanently. However, the position must be filled within a four (4) week period.
- E. Extra-duty compensation for coaches will be paid in two (2) equal installments; one on the first pay period after the beginning of the season and one at the end of the season. Sponsors of activities shall be paid in two (2) equal installments on the first payroll Wednesday in December and the first payroll Wednesday in June.
- F. Teachers shall remain in extra pay positions identified on the Board's Extra Pay for Extra Duty Longevity Pay Scale and those positions will not be considered as vacancies unless the teachers resign or are removed for cause.
- G. Teachers whose extra pay for extra duty responsibilities extend beyond the school year because student/s in an activity represent the Calvert County Public Schools at academic competitions/contests shall receive workshop pay for each day that the teacher is in attendance, provided such participation has been authorized by the school principal and the appropriate supervisor/director.

- H. The parties agree to an on-going extra pay for extra duty study committee which shall present its recommendation to the Superintendent and the Association on or before October 1 of each school year. The committee will be comprised of five representatives appointed by the Association and five appointed by the Superintendent. The report shall specify the positions eligible for compensation, the amount of compensation and the justification for the compensation. This committee shall be co-chaired by the parties with the report being presented by the co-chairs to the Superintendent and the Association.
  - I. In any year that step raises occur in the Regular and Transitional Salary Schedule for Teachers Holding Degrees, step raises shall occur in the Extra Pay for Extra Duty Longevity Pay Scale.
  - J. In any year that COLA raises occur in the Regular and Transitional Salary Schedule for Teachers Holding Degrees, COLA raises shall occur in the Extra Pay for Extra Duty Longevity Pay Scale.
  - K. The opportunity for participation in Home and Hospital Teaching will be posted in each building. The posting will include information about the application process. The Association shall receive a paper copy of all postings.
- 20.4 Extra-pay for extra-duty assignments, summer school, evening high school, workshops, mentor program, and other county-wide programs as authorized by the Superintendent, will be paid by separate check and will not be added to regular salary payments.
  - 20.5 Teachers of summer school, evening high school classes, and other county-wide programs as authorized by the Superintendent shall be paid at an hourly rate of \$41.00.
  - 20.6 Teachers who voluntarily give up their planning period and agree to teach an additional class shall be paid at their per diem rate. The reimbursement shall not apply to teachers who provide coverage during their planning period when a substitute can not be secured.
  - 20.7 Teachers participating in summer workshops shall be paid at a rate of \$175.00 per day.
  - 20.8 Teachers participating during the school year in workshops and curriculum development activities beyond the regular school day shall be paid at the hourly rate of \$25.00.
  - 20.9 Teachers will be reimbursed at the IRS mileage reimbursement rate per mile for all miles driven in connection with the teacher's employment.
  - 20.10 Mentors will be assigned to all new teachers. Teachers on second class may elect to request a mentor. Mentors will receive a stipend of \$835.00. All mentors shall complete mentoring training prior to working as mentors. The Board will attempt not to exceed the ratio of one (1) mentor for four (4) teachers.
  - 20.11 Any teacher who has obtained National Board Professional Teaching Standards (NBPTS) or American Speech/Language Hearing Association (ASHA) certification will receive \$2,500 for each year the NBPTS or ASHA certificate remains in good standing.

- 20.12 When the Maryland State Department of Education endorses any one of the following National Board certifications, the Association and Board will re-open this, and only this Section, for immediate negotiation to compensate employees for this achievement:
- National Board certification for School Psychologists (NCSP)
  - National Board certification for Occupational Therapists (NBCOT)
  - National Board certification for Certified Counselors (NBCC)

**Article 21**  
**Fringe Benefits**

- 21.1. The Board shall offer three health insurance programs: a Traditional plan, a Preferred Provider Option (PPO) plan, and an HMO plan. A new employee hired on or after July 1, 2001 may not enroll in the Traditional plan for the duration of this contract.

The Traditional and PPO plans will be rated in a single risk pool. The HMO will be rated in its own risk pool. Contributions for employee health insurance costs will be calculated on a pre-tax basis.

The projected dollar amount of premium cost increase reflects an agreed upon percentage of the premium costs and shall be included in the terms of this agreement. In all three plans, the employee will pay 10% of the Individual Plan premium cost, 20% of the Family 2-Employees Plan premium cost, and 28% of the Parent/One Child, Husband/Wife, and Family Plan premium cost.

Dental and vision care plan provisions shall remain the same except that program maximum allowances will increase as indicated in the plan specifications below.

In the vision and dental plans, the employee will pay 10% of the Individual Plan, 20% of the Family 2-Employees Plan premium cost, and 28% of the Parent/One Child, Husband/Wife, and Family Plan premium cost.

The Board shall provide coverage for air ambulance (helicopter) transportation for the Traditional and PPO plans at 100% of the allowable benefit and for the HMO at 100%, if medically necessary as defined by the plan provider. The maximum annual benefit for air ambulance transport will be \$10,000.

- 21.2 A copy of the plan document as provided by healthcare providers to CCPS will be available for review at the Board, upon request of the Association. The settlement agreements, experience reports, and the annual renewal document as provided by healthcare providers to CCPS will be shared with CEA and CAESS within fifteen (15) work days of request.

- 21.3 The Board, working with CEA and CAESS, shall be committed to cost containment measures and savings on all aspects of the health care program. The Board reserves the right to bid the Board-sponsored Health Plan. CEA and CAESS will have the opportunity to read and offer input to all responses to all requests for proposals for health plans within 15 work days of receipt of all proposals by the Board.

- 21.4 Flexible Spending Accounts

The Board of Education will make available flexible spending accounts, as provided under Internal Revenue Service regulations, for dependent care and health care costs. Payroll deductions shall begin subsequent to making necessary changes to the Board's payroll processing system and selecting a third party administrator.

**TRADITIONAL PROGRAM**

**BASIC HOSPITAL AND MEDICAL/SURGICAL CARE**

**Inpatient**

Hospital Benefits	70 days of inpatient Medical Surgical care and 30 days of inpatient Psychiatric care are covered in full to include ancillary services and semi-private room rate (private room when medically necessary).
Extended Care Facility	Two days coverage for every unused hospital day.
Physician Services	Surgery, Maternity, and Medical care are covered at 100% of Allowed Benefit (AB).

**Outpatient**

Surgical Services	Hospital and/or physician services covered at 100% of AB.
Accident Benefits	Hospital and/or physician services paid at 100% for services within 72 hours of an accident and for 2 follow-up hospital visits.
Medical Emergency	Hospital and/or physician services covered at 100% of AB.
Physical Therapy	100% of AB. 100 units per benefit period (1/1 - 12/31).
X-ray and Laboratory	Paid at 100% of AB. No maximum.

**MAJOR MEDICAL**

Program provides benefits after basic coverage is exhausted, and for medical office visits, ambulance care and durable equipment.

Deductible	\$100 per individual, \$300.00/family
Coinsurance	80/20
Stop Loss	\$2,000.00 per individual
Lifetime Maximum	\$1,000,000 per person
Outpatient Psychiatric	Per State Mandate

Notes:

- A. All percentages are subject to UCR determination.
- B. Case Management program included.

**PPO PROGRAM**

**HOSPITAL**

**IN PPO**

**OUT OF PPO**

Inpatient Medical Care	365 days of care in full	365 days of care subject to deductible and co-insurance
Outpatient Hospital Care Accidental injury/hospital (only if seen within 72 hours of accident)	Hospital paid in full	Paid as in PPO care
Outpatient Radiation/Chemotherapy	Hospital \$25 copay. Health Care practitioner in hospital \$10 copay.	Subject to deductible and co-insurance

**PROFESSIONAL CHARGES**

In or Outpatient surgery	Covered at 100% of AB.	Subject to deductible and co-insurance
Voluntary Second Opinion	Covered 100% of AB after \$10 copay.	Covered at 80%
Inpatient medical care	Covered at 100% of AB.	Subject to deductible and co-insurance
Accidental injury care within 72 hours	Covered at 100% of AB.	Covered at 100%

Outpatient Radiation/Chemotherapy	Hospital \$25 copay. Health Care practitioner covered at 100%/hospital \$10 copay. Health Care practitioners/office \$10 copay.	Subject to deductible and co- insurance
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Outpatient Medical	\$10 copay in a hospital, \$10 office copay	Subject to deductible and co- insurance
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**DIAGNOSTIC  
OUTPATIENT**

Outpatient X-ray and Lab	\$25 copay in a hospital/ facility, \$10 office copay	100% of AB after \$25 copay (hospital setting). Subject to deductible and co-insurance (office setting)
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**MISCELLANEOUS CARE**

Outpatient Physical Therapy 100 visit limit per benefit period	100% of AB in a hospital	Subject to deductible and co- insurance
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Psychiatric Care	100% of AB Subject to State Mandate	Subject to State Mandate Out of PPO 80%
	Outpatient in PPO 1-5 Visits 80% 6-30 Visits 65% 31+ Visits 50%	Out of PPO Deductible - \$100 Individual Deductible - \$200 Family

**\*If a Patient is referred out of PPO by a PPO physician, the provider will be paid as if he/she were a PPO provider, and out of PPO deductibles and copayments will not apply. Any PPO copayment will apply.**

Substance Abuse	Subject to State Mandate	Subject to State Mandate
Physicals	\$10 per visit copay to \$200 maximum per year	80% of AB after deductible
Well Child	\$10 per visit copay. Subject to frequency schedule	80% of AB, no deductible
Private Duty Nursing	Outpatient only. Pre-certification required	Outpatient only. Pre-certification required and

	100% of AB	subject to deductible and copay
Deductible	None	\$100 Ind/\$200 family
Copay	\$25 Emergency Room \$10 office as indicated	20% to out of pocket limit
Out of pocket	Combined amount - in and out of PPO, \$500 individual, \$1000 family	Combined amount - in and out of PPO, \$500 individual, \$1000 family
Lifetime Maximum	\$1,000,000 Total per person	\$1,000,000 Total per person

A - Admission Review

B - Voluntary Second Surgical Opinion

C - Mental Health and Substance Abuse Review Program

D - Care Management

\*Note - All out of PPO payments are subject to UCR determination

#### **HMO PROGRAM**

The Board will offer an HMO product option to all eligible participants beginning in FY 2005. The specifications and carrier to be determined by the Superintendent in consultation with representatives of the three bargaining groups.

#### **PRESCRIPTION DRUG**

Programs cover legend drugs subject to a per prescription copay of \$10.00. If a generic drug is available, program covers the brand name to cost of the generic.

#### **VISION CARE**

A specific fee schedule applies benefits toward charges for eye examination once every 12 months and necessary lenses and frames once every 12 months.

Vision Exam	\$110
Frames	\$110
Lenses per pair	
Single	\$95
Bifocal	\$125
Trifocal	\$150
Lenticular	\$200
Contacts	\$380

#### **DENTAL BENEFITS**

Class I	Preventive and Diagnostic Services	Covered at 100%
Class II (includes inlays and crowns)	Surgical and Restorative Services 20% member copayment	Subject to annual deductible

Class III	Prosthetics	Subject to annual deductible and a 50% member copayment
Class IV	Orthodontics	Care subject to 50% member copayment at an \$800.00 lifetime maximum
Annual Program Deductible	\$25.00 per individual and \$50.00 per family deductible applies to Class II and Class III services	
Annual Program Maximum	All care, except Class IV services, are subject to an annual maximum of \$1,800	
Lifetime Maximum	Only Class IV services are subject to a lifetime maximum. Program provides up to \$800.00 for orthodontic care	

NOTE: The Board reserves the right to place all insurance programs out on bid provided the specifications and plan design provides to members no less benefits than those provided during the previous contract period.

21.5 The Board shall provide Group Term Life Insurance with double indemnity for accidental death for all active, full-time employees. The amount of life insurance per employee shall be 150 percent of annual salary.

Employees hired before July 1, 1989 will be able to carry this amount into retirement with the individual paying 100% of the cost.

Employees hired after July 1, 1989 and before July 1, 1999 will be able to choose one of the following options at retirement:

- A. carry a \$60,000 term life insurance policy into retirement with the individual paying 100% of the premium cost.
- B. carry a \$10,000 term life insurance policy into retirement provided by the Board at no cost to the retiree.

For employees hired after July 1, 1999 the Board will provide, at no cost, a \$10,000 term life insurance policy for all retirees.

21.6 The Board of Education shall provide an Employee Assistance Program.

21.7 The Board will pay up to 75% of the cost of the individual plan for retirees for health, vision care, dental and prescriptive drug insurance pursuant to the above specifications. The retired employee shall be responsible for the remainder of the premium cost for this coverage as well as the full premium cost for any dependency coverage. The employee must be retiring from the Calvert County Public Schools with five or more years of creditable service in Calvert County to be eligible for this benefit and must be receiving retirement benefits from either Maryland Retirement System. For employees hired on or after July 1, 2007, the Board subsidy will be based on years of service. The Board will subsidize 5% of health insurance costs for each year

of service with Calvert County Public Schools upon retirement. The table below outlines this subsidy plan.

Years of Service	Health Insurance Subsidy	Years of Service	Health Insurance Subsidy
1	0.0%	16	75%
2	0.0%	17	75%
3	0.0%	18	75%
4	0.0%	19	75%
5	0.0%	20	75%
6	30%	21	75%
7	35%	22	75%
8	40%	23	75%
9	45%	24	75%
10	50%	25	75%
11	55%	26	75%
12	60%	27	75%
13	65%	28	75%
14	70%	29	75%
15	75%	30	75%

The insurance program is not available for those past or present employees who leave the employment of the Board of Education of Calvert County after five years and vest their retirement contributions. The only exceptions are those employees who have left with twenty-five years of creditable service and no less than the last five years of that service with the Board of Education of Calvert County shall be allowed to continue their coverage at no cost to the Board.

Retirees' insurance coverage at the age of 65 will be converted to the appropriate Board of Education program.

Premium contributions for retirees shall be deducted from their monthly pension check issued by the Maryland Retirement Systems. If the premium cost exceeds the amount of the retirees' pension check, the retiree must pay the difference two months in advance to the Board of Education of Calvert County.

If a retired employee or a current employee who retires, declines to join, defaults premium, or drops coverage, they will no longer be eligible for the Board's insurance programs.

In the event of the death of the employee, the spouse may convert to private coverage pursuant to the provisions of the respective insurance carriers.

In the event of a health care premium holiday, retired members of any health care plan shall receive the premium holiday.

21.8 The Board will reimburse teachers (including those holding professional certificates) at a rate of \$3275 or satisfactorily completed course work with a grade of "B" or better, provided the

courses have been approved in advance. Course reimbursement shall apply only leading to the obtainment of the Advanced Professional Certificate and/or Master's Degree or for certificate renewal. In no case, however, shall a teacher be reimbursed for more than the actual tuition cost per credit hour. The maximum annual reimbursement shall be \$3275 for a teacher per school year.

- 21.9 The Board will provide teachers with an official employment identification card.
- 21.10 Members of the bargaining unit who reside outside of Calvert County shall have the right to enroll their child or children in accordance with Calvert County Public Schools policies at 35% of the applicable Board approved tuition rate.

**Article 22**  
**General Provisions**

- 22.1 If any provision of this Agreement or any application thereof to any teacher or group of teachers is held to be contrary to law by a court of competent jurisdiction, such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet not later than fifteen (15) days after any such holding for the purpose of renegotiating the provisions affected.
- 22.2 Pursuant to the Public School Laws of Maryland, if the parties in an impasse proceeding are unable to agree upon a third panel member or to obtain a commitment to serve within the specified period, a request for a list of not less than nine (9) possible panel members may be made to the American Arbitration Association by either party. Selection shall be made by alternately striking any name from the list until only one name remains. The final name remaining shall be designated as the third panel member. If the person so selected is unable to serve, the last person eliminated who is available shall be so designated.
- 22.3 A copy of this Agreement will be made available to each employee in the negotiating unit by the Board.
- 22.4 Between on or about November 16 and on or about December 7 of each year of this agreement, the parties shall begin good-faith negotiations for the purpose of entering into a successor agreement.
- 22.5 The Board and the Association agree to complete the process of negotiations regarding Agency Fee language and its implementation. Upon completion of the negotiation process for Agency Fee, the new language will be inserted into Article IV of this agreement.

**Article 23**  
**Duration**

23.1 The provisions of this agreement shall become effective July 1, 2010 and shall remain in effect until June 30, 2013, with the following exception:

Negotiable items for FY 12 and FY 13 will be limited to Article XXIV and Article XX of the Agreement and two (2) Articles selected by each respective party. For the purposes of this three-year agreement, Article XXI items 1 – 4, will be closed unless both parties mutually agree to reopen.

23.2 In the event that the Board decides to implement year round schools during the term of this contract, the Board and Association will immediately open negotiations on this item.

**Article 24**  
**Salary**

- 24.1 All new teachers will be placed on the proper step of the salary schedule according to certification, experience, and education, but not to exceed Step 13 on any scale.
- 24.2 Increments are based upon advancement in step on schedule and shall be earned by teachers whose certificates are rated first class. A teacher may advance only one (1) step on schedule during any school year.
- 24.3 Scale II shall be valid for teachers holding Maryland Standard Professional Certificates.
- 24.4 Scale III shall be based upon the Maryland Advanced Professional Certificate or an approved Master's Degree with a Standard Professional Certificate.
- 24.5 Placement on Scale IV shall require an Advanced Professional Certificate with a Master's Degree.
- 24.6 Teachers with Master's Degrees and Conditional Certificates will receive \$500 in addition to Scale I.
- 24.7 The Board shall pay the MSDE certification/re-certification fee or state approved equivalent licensure/certification fee for all members of the bargaining unit.
- 24.8 Special Services Providers with approved Maryland State Licensure (Speech Language Pathologists, Audiologists, Physical and Occupational Therapists) and holding Masters +30hrs without an APC shall be eligible for placement on Scale IV, Masters +30hrs with APC. Change in placement on scales will not be retroactive.
- 24.9 Teachers who earn an APC who subsequently complete a Master's degree can apply graduate credits earned for APC that were not applied to the Master's degree towards Masters +30. Change in placement on scales will not be retroactive.
- 24.10 For FY2011:
  - A. Step increase beginning 14<sup>th</sup> pay period in FY2011
  - B. Fall 2010 Extra Pay for Extra Duty (EPED) contracts will include a Step increase as applicable.
  - C. The longevity increases at Step 15, Step 20, Step 25, and Step 28 will be distributed equally across all intervening years on all pay scales beginning with the first pay.
  - D. A 0.5% across the board salary adjustment effective first pay period FY2011.
  - E. On the regular Salary Schedule for Teachers Holding Degrees, Step 30 will be compressed into Salary Step 28 with the dollar value of Step 30 replacing the dollar value of Step 28 at the first pay.
  - F. Teachers with (30) or more years of experience earned in Calvert County Public Schools shall be credited with an additional personal day to be used for the teacher's personal business each year.

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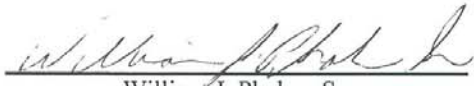
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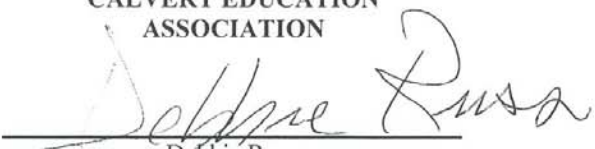
IN WITNESS HEREOF, the parties hereunto set their hand and seal this 24<sup>th</sup> day of June, 2010.

**BOARD OF EDUCATION OF  
CALVERT COUNTY**

**CALVERT EDUCATION  
ASSOCIATION**




William J. Phalen, Sr.  
President



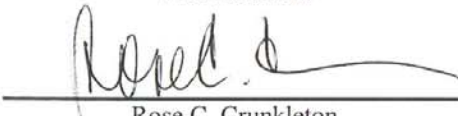
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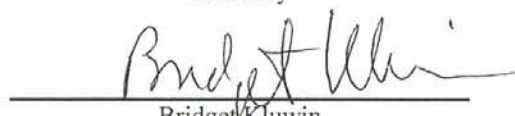
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Pam Mackall  
Secretary



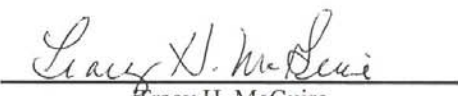
Rose C. Crunkleton  
Member



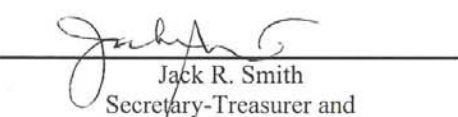
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Eugene M. Karol  
Member



Tracy H. McGuire  
Member



Jack R. Smith  
Secretary-Treasurer and  
Superintendent of Schools

**FY 2011 REGULAR SALARY SCHEDULE FOR TEACHERS HOLDING DEGREES**

	SCALE I	SCALE II	SCALE III APC OR MASTER'S	SCALE IV Master's + 30 Hrs.	SCALE D4		
STEP	Provisional	Bachelor's Degree	APC or Master's	with APC	Doctorate with APC		
1	\$38,600	\$44,600	\$47,600	\$0	\$0		
2	\$42,713	\$48,349	\$49,409	\$0	\$0		
3	\$43,187	\$48,941	\$52,789	\$0	\$0		
4	\$45,901	\$50,014	\$54,896	\$59,318	\$67,864		
5	\$48,310	\$52,789	\$57,143	\$60,942	\$69,488		
6	\$49,550	\$54,896	\$59,318	\$63,681	\$72,225		
7	\$50,540	\$57,143	\$61,433	\$66,001	\$74,546		
8	\$51,448	\$59,318	\$63,681	\$68,112	\$76,658		
9	\$52,507	\$61,433	\$66,001	\$70,358	\$78,902		
10	\$54,331	\$64,663	\$69,091	\$73,594	\$82,139		
11	N/A	N/A	\$71,341	\$75,347	\$83,892		
12	N/A	N/A	\$73,594	\$77,878	\$86,423		
13	N/A	N/A	\$75,701	\$80,128	\$88,672		
14	N/A	N/A	\$77,878	\$82,234	\$90,780		
15	N/A	N/A	\$79,859	\$84,215	\$92,759		
16	N/A	N/A	\$80,676	\$85,051	\$93,595		
17	N/A	N/A	\$81,494	\$85,887	\$94,431		
18	N/A	N/A	\$82,311	\$86,723	\$95,267		
19	N/A	N/A	\$83,129	\$87,558	\$96,103		
20	N/A	N/A	\$83,946	\$88,394	\$96,939		
21	N/A	N/A	\$84,406	\$88,838	\$97,383		
22	N/A	N/A	\$84,866	\$89,281	\$97,826		
23	N/A	N/A	\$85,326	\$89,724	\$98,269		
24	N/A	N/A	\$85,785	\$90,167	\$98,713		
25	N/A	N/A	\$86,245	\$90,610	\$99,156		
26	N/A	N/A	\$87,649	\$92,043	\$100,588		
27	N/A	N/A	\$89,053	\$93,475	\$102,019		
28	N/A	N/A	\$90,457	\$94,908	\$103,451		

1. All new teachers will be placed on the proper step of the salary schedule according to certification, experience, and education, but not to exceed Step 13 on any scale.

2. For FY 2011, step increments will not be applied until the fourteenth (14) pay of the year.

3. Increments are based upon advancement in step on schedule and shall be earned by teachers whose certificates are rated first class. A teacher may advance only one (1) step on schedule during any school year.

4. Scale II shall be valid for teachers holding Maryland Standard Professional Certificates.

5. Scale III shall be based upon the Maryland Advanced Professional Certificate or an approved Master's Degree with a Standard Professional Certificate.

6. Scale IV shall require an Advanced Professional Certificate with a Master's Degree or a Master's Degree and a required Maryland License.

7. Teachers with Master's Degrees and Conditional Certificates will receive \$500 in addition to Scale I.

<b>FY 2011 TRANSITIONAL SALARY SCHEDULE FOR TEACHERS HOLDING DEGREES</b>										
	<b>SCALE C3</b>									
	Master's +60 Hrs.									
<b>STEP</b>	<b>with APC</b>									
25	\$94,059									
28	\$98,129									
<p>1. Increments are based upon advancement in step on schedule and shall be earned by teachers whose certificates are rated first class. A teacher may advance only one (1) step on schedule during any school year.</p> <p>2. For FY 2011, full-step increments will not be applied until the fourteenth (14) pay of the year.</p> <p>3. Scale C3 applies only to teachers who achieved Master's +60 hours APC on or before July 1, 1978. Future salary increases for teachers on this scale shall be granted in a manner comparable to the general salary increases that are applied to the regular salary schedule for teachers. (The scale shall be treated as if it was part of the regular salary schedule.)</p>										
<b>OTHER SUPPLEMENTS</b>										
	<b>Time Factor Per</b>		<b>Responsibility</b>		<b>Total Factor For</b>					
	<b>Month Over</b>		<b>Factor</b>		<b>More Than</b>					
	<b>Ten (10) Months</b>				<b>Ten (10) Months</b>					
	11 mo.	12 mo.	11 mo.	12 mo.	11 mo.	12 mo.				
Pupil Serv. Worker	.10	.20	.05	.05	1.15	1.25				
Psychologist II	.10	.20	.05	.05	1.15	1.25				
<p>1. All personnel hired prior to July 1, 1999 shall remain on the above scale.</p> <p>2. Personnel hired as a Pupil Services Worker or a Psychologist after that date will not receive a responsibility factor.</p>										