

Master Agreement



Between the
Board of Education of Carroll County
and the
Administrators and Supervisors of Carroll
County
(A&S)

2010 - 2013

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THIS AGREEMENT, entered into this 1st day of July 2010 by and between the BOARD OF EDUCATION OF CARROLL COUNTY, hereinafter called the "BOARD", and the ADMINISTRATORS AND SUPERVISORS OF CARROLL COUNTY, hereinafter called the "ASSOCIATION."

WITNESSETH:

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

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

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

ARTICLE I

A. RECOGNITION

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

B. DEFINITIONS

1. The term employee, when used hereafter in this Agreement shall refer to all employees represented by the Association as defined above, unless otherwise indicated.
2. The term Board and Association shall include authorized officers, representatives and agents. Despite references herein to the "Board" and "Association" as such, each reserves the right to act hereunder by committee, individual members or designated representatives.
3. The term "tenure" as used in this Agreement shall refer to the status in the system attained by professional employees after they have completed two (2) years of service under the Regular Contract in Carroll County and does not give employees property rights in any administrative or supervisory positions.

ARTICLE II

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. An "employee" is any certificated professional person as defined above employed by the Board.
2. A "Grievance" is a claim based upon an event or condition which affects the terms and conditions of employment of an employee or group of employees, and/or interpretation, meaning or application of any of the provisions of the Agreement.
3. An "aggrieved person" is the person or persons making the claim.
4. A "party in interest" is the person or persons making the complaint and any person who might be required to take action or against whom action be taken in order to resolve the complaint.
5. Immediate Superior - that person having the most immediate supervisory and/or administrative responsibility for another employee.

B. GENERAL PRINCIPLES

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time-to-time arise affecting the welfare or working conditions of employees. Both parties agree that these proceedings will be kept informal and confidential at all levels of the procedure.
2. Nothing herein contained will be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate member of the administration and having the complaint adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement as stated in A-2.
3. It shall be firm policy of the Board to assure each employee the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner in his/her professional or employment status.
4. An employee may seek and use the assistance of a designated representative of the Association at all levels of the grievance procedure.
5. Nothing contained in this grievance procedure shall be construed to deny any

employee his/her constitutional rights or his/her rights under the laws of the state of Maryland.

6. The failure of an employee to proceed to the next step of the grievance procedure within the time limit set forth, unless the delay is by mutual agreement of the parties or caused by the Board or its personnel, shall be deemed to be acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.

C. PROCEDURE

INFORMAL LEVEL

An employee with a grievance will first discuss it with the immediate superior most directly concerned, the objective being a resolving of the matter informally.

LEVEL ONE

- a. The employee may present a grievance directly to his/her immediate superior within ten (10) days of the alleged act. Such grievance must be in writing and must state specifically that this grievance procedure is being invoked. The employee may appear alone or with a representative of the Association.
- b. Within ten (10) duty days of the receipt of the grievance, the immediate superior shall inform the employee of the decision and shall provide same with a statement in writing of the reasons for the decision.

LEVEL TWO

- a. If the employee is not satisfied with the disposition of the grievance at Level One, he/she may file the grievance in writing with the chairperson of the Association's Executive Council. Within five (5) duty days after receiving the written grievance, the chairperson of the Executive Council will present to the employee a written opinion stating the position of the Association concerning the grievance. The Association has the right to be present at all subsequent levels of the grievance procedure and to state its views.
- b. If the Association concluded in its written opinion to the employee that the grievance is without merit, the remaining levels of the grievance procedure will not be implemented for the particular grievance in question. Denial of use of the grievance procedure beyond this point shall in no way infringe on the rights of the individual to pursue their complaint by means other than the formal grievance procedure.

LEVEL THREE

- a. If the Association determines in Level Two that the complaint of the employee has merit, the chairperson of the Executive Council will refer a written appeal of the grievance to the Superintendent or his/her designated representative within five (5) duty days of its written notification to the employee. The appeal shall be in writing and shall set forth the grievance as stated in Level One. The appeal will include a statement by the Association which shall set forth its reasoning for concurring that the grievance has merit. If a representative of the Association is requested by the employee to appear, his/her name shall be designated in the written appeal.
- b. Within ten (10) duty days of receipt of said appeal, the Superintendent or his/her designated representative shall conduct a hearing. This aggrieved employee and the representative shall be given at least five (5) duty days notice of the hearing date and place.
- c. The immediate superior of the employee who rendered a decision at Level One shall be given notice and the opportunity to be present and participate in the hearing.
- d. Within ten (10) duty days of the hearing the Superintendent or his/her designee shall inform the employee of the decision and shall provide the employee with a statement in writing of the reason for the decision.

LEVEL FOUR

- a. In the event the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision is rendered within five (5) duty days after the employee has met with the Superintendent and/or his/her designated representative, he/she may file with the Executive Council a written request for continuance of the grievance procedure, within three (3) duty days after a decision by the aforesaid Superintendent and/or his/her designated representative or five (5) duty days after the employee has first met with the Superintendent, whichever is sooner.
- b. Grievances involving questions of interpretation of the clauses of the Agreement may be submitted to binding arbitration but in no event shall any arbitrator have the power to pass any award which will in any way deprive the Board of any of its powers delegated by law nor may such arbitrator pass any monetary awards which would require the Board to go beyond the budget in existence at the time the grievance arises.
- c. Within ten (10) duty days after such written notice of submission to arbitration, the Superintendent and the Executive Council will attempt to

agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator except as hereinbefore limited.

- d. The arbitrator so selected will confer with the representatives of the Superintendent and the Executive Council and hold a hearing promptly and will issue a decision not later than ten (10) days or the time limit set forth by the rules of the American Arbitration Association from the date of the close of the hearing or, if oral hearings have been waived, then from the date final statements and proofs are submitted to the arbitrator. The arbitrator's decision will be in writing and set forth the finding of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any recommendation which is beyond the terms of this Agreement. The decision of the arbitrator shall be binding upon both parties.
- e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel subsistence expenses will be borne equally by the Board and the Association.

D. MISCELLANEOUS

1. If, in the judgment of the Executive Council a grievance affects a group or class of employees, the Executive Council may submit such grievance in writing to the Superintendent directly and the proceeding of such grievance will commence at Level Two.
2. All documents, communications and records dealing with the proceeding of a grievance will be filed separately from the personnel files of the employees.

ARTICLE III

MAINTENANCE AND STANDARDS

General conditions of employment shall be maintained at not less than the highest minimum standards in effect at the time the Agreement is signed, provided that such conditions shall be improved for the benefit of employees as required by the express provisions of this Agreement. The Agreement shall not be interpreted or applied to deprive employees of professional advantages heretofore enjoyed unless expressly stated herein.

ARTICLE IV

PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of an employee is not within the appropriate concern or attention of the Board except as it may prevent the employee from properly performing his/her assigned functions during the workday.
- B. Each employee will be entitled to full rights of citizenship, and no religious or political activities of any such employee or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such person.
- C. In order to protect employees against the infringement of pressure groups while the rights of pupils to study and discuss significant issues in an objective atmosphere are assured, the Superintendent or designee may organize an ad hoc committee composed of teachers, lay persons, students, school administrative and central office staff personnel whose responsibility it will be to review complaints regarding program and make recommendations for procedures to be followed.

ARTICLE V

EMPLOYEE EVALUATION

- A. Unit members shall be evaluated at least once (1) every two (2) years prior to July 1. After reviewing, signing and, if the employee desires, responding in writing to the evaluation, a copy of the evaluation and the employee's response shall be placed in the employee's personnel file. A duplicate copy shall be given to the employee.
- B.
 1. A personnel file will be maintained in the Human Resources Office of the Board of Education. An employee will have the right, upon request, to review the contents of his/her personnel file, and to receive a copy, at the employee's expense, of any document contained therein, excluding letters of recommendation. An employee will be entitled to have a representative of the Association accompany him/her during such review. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it will not establish separate "Confidential" files.
 2. No material derogatory to an employee's conduct, service, character or personality will be placed in his/her personnel file unless the employee has had an opportunity to review such material. The employee will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof.

He/she will have the right to submit a written answer to such material and his/her answer will be reviewed by the Superintendent and attached to the file copy. Duplicate copies of letters or materials sent to the employee will be filed without the employee's signature.

ARTICLE VI

VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. The Superintendent will give a notice of assignment to employees as soon as practicable, but not later than the first of July.
- B. An employee who desires a change in assignment or who desires a transfer to another position may file a written statement of such desire with the Superintendent not later than May 1st. Such statement will include the position(s) to which he/she desires to be transferred, in order of preference.
- C. In the determination of a request(s) for voluntary reassignment and/or transfer, the wish of the individual employee will be honored to the extent that it does not conflict with the instructional requirements and best interests of the school system. In making such determination, and when all other factors are substantially equal, an employee on tenure will be given preference; and length of service in the Carroll County School System will be a seriously considered factor.
- D. If an employee's request for a voluntary transfer has been granted, the Board will be under no obligation to consider a subsequent request for transfer by said employee for one (1) year from the effective date of transfer.
- E. If a vacancy exists and the employee's request for a voluntary transfer has not been granted, the employee shall have the prerogative of discussing this with the Superintendent or his designee. Upon request, the employee shall be given a written statement on the reason(s) why the transfer was not granted.
- F. Maintenance of Salary - When for the good of the Carroll County School System a principal or other member is reassigned in order that his/her special ability can be utilized in a different situation (i.e., opening of a new school), this principal's or member's salary will be maintained at no less than the maximum level he/she would have enjoyed had he/she not been reassigned.

ARTICLE VII

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Notice of an involuntary transfer or reassignment will be given to an employee as soon as practicable, and except in cases of emergency not later than June 30.
- B. An employee's area of competence, length of service and the best interests of the school system will be considered in determining which employee is to be transferred or reassigned. No employee shall be transferred without his/her consent solely for the purpose of making open a position of another employee being involuntarily transferred.
- C. In the event that an employee objects to an involuntary transfer or reassignment, upon his/her request, the Superintendent or his/her representative will meet with him/her. The employee may, at his/her option, have an Association representative present at all such meetings.
- D. A list of positions possible for the employee to be transferred will be made available in order that the employee may indicate any preference.

ARTICLE VIII

PROMOTIONS

- A. Vacancies for Unit II administrative and supervisory positions will be publicized by the Department of Human Resources.
- B. In all situations of posting of such positions, the qualifications for the position, the duties and the basis for compensation will be stated. In filling such vacancies, and when all other factors are substantially equal, preference will be given to qualified persons already employed by the Board and length of service in the Carroll County School System will be a seriously considered factor. If the employee does not receive the position, upon request the employee shall be provided with a written statement on the reason(s) therefore.
- C. At the Superintendent's discretion, the termination date for receipt of applications may be extended with such notification being given to those who have already applied.
- D. For all Unit II administrative and supervisory positions, a screening and interview committee shall be formed and function. The committee will be constituted by the Superintendent.

ARTICLE IX

PROTECTION OF EMPLOYEES

- A. The Board hereby assures employees that it shall put its full support behind the discipline procedures and policies hereinafter recommended and adopted by the Board. The Board and the Association recognize a mutual responsibility for the enforcement of such policies. It is also agreed that such policies will be enforced fairly and consistently without favoritism due to race, color, national origin, sex, religion or handicap.
- B. In any case of an assault by a student or an employee causing injury for which workmen's compensation and/or medical bills are paid, the Board shall pay the employee his/her regular salary during the period of compensable disability as determined by the Worker's Compensation Commission not to exceed five (5) years, provided the employee gives the Board all allowances received from workmen's compensation and long-term disability insurance payments provided through Board coverage because of the injury and waives all medical bills after that date.
- C. Employees shall not be used to search for bombs or other explosives.
- D. In case of an assault initiated by a student, or a non-student on school property, on an employee while in the scope of employment causing damage to his/her personal property - such as his/her clothing - the Board shall make equitable financial adjustment with the employee not to exceed \$500.00 or the amount of the employee's deductible under any insurance policy maintained by the employee covering the loss, whichever is the lesser amount.
- E. The Board does not require any employee to transport pupils in a private vehicle.
- F. When complaints and/or concerns originate within the school system, and are reported directly to a central office administrator, such complaint or concern shall be brought to the attention of the appropriate person for resolution or disposition as quickly as possible provided, however, that if a complaint or concern is made against an employee, the complaint or concern shall be brought to the employee's attention.

ARTICLE X

PERSONNEL EMPLOYMENT

- A. 1. All presently employed persons will receive longevity credit not to exceed two (2) years, for (a) military experience, (b) alternative civilian service satisfying the requirement of the Selective Service System, (c) Peace Corps, (d) Vista,

(e) National Teachers Corps, (f) Fullbright Scholarship.

2. An employee leaving service to engage in any of the above mentioned reasons will receive, upon returning to service, any benefits for allowable credit.
 3. Employees on leave for reasons listed in A. 1. will have previously accumulated unused leave days restored for credit upon returning to service.
- B.
1. Information shall be available at all times to enable the employee to ascertain his/her certification status.
 2. The Board will notify each employee, by the end of the current school year, whose certificate expires as of July 1 of that year, but failure to receive such notification will not remove from the employee the responsibility to meet any and all renewal requirements.
 3. If an employee is required to take additional courses to fulfill certification requirements, the program of study will be determined in consultation with the appropriate certification officer.
 4. Employees shall be kept informed concerning any general changes in certification policies or requirements.
 5. For any deduction changes on checks, the employee shall be notified and given reasons for the deductions.

ARTICLE XI

EMPLOYEE ASSIGNMENT

- A. Except in an emergency, an employee will be given notice of his/her salary schedule, and assignment(s) for the forthcoming year not later than June 30. In the event that a change in such assignment(s) is proposed after the above date, any employee affected will be notified promptly in writing and upon the request of the employee, the change will be promptly reviewed by the Director of Human Resources. If the employee is still dissatisfied, the change will be reviewed by the Superintendent or designee and the employee involved.
- B. 1. In arranging schedules for an employee who is assigned to more than one (1) school, every effort will be made to limit the amount of inter-school travel. Each person will be notified of any changes in his/her schedule as soon as practicable.

2. An employee who is assigned to more than one (1) school will be reimbursed for all such travel. For the purpose of establishing reimbursement for mileage, the home school will be that school in which the employee is assigned the greatest amount of time. In the event the amount of time is equal between two (2) or more schools, the home school assignment will be the one closest to the employee's residence. When mileage on any given day exceeds the distance to and from the base school, the employee will be reimbursed at the negotiated rate per mile for excess mileage as specified in Article XVII, Section 4.

ARTICLE XII

ASSOCIATION RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

- A. Mere membership in the Association or participation in its activities shall not be cause for reprisal of any kind against any member.
- B. The following Association officers and/or representatives will be identified by the Association no later than the first day of school each year:
 1. President
 2. Members of Executive Committee
 3. Others (Committee Chairman, etc.)
- C. The Board will, upon request, provide the Association with pertinent information which will assist them in developing intelligent, accurate, informed and constructive programs in behalf of the unit.
- D. The Association will be provided with copies of minutes of official Board meetings as soon as possible after such meetings. A copy of the official agenda of the meeting will be given to the Association prior to said meeting.
- E. The Association will have the right to use the school buildings and shall comply with the existing Board "Use of Facilities Policy." It is understood that the Association falls under Section V of said policy.
- F. Inter-school mail facilities can be utilized by the Association for the distribution of newsletters, flyers and other non-bulk materials. Any materials for distribution will be placed in the school mailboxes at the Board office by the Association. Such material will be addressed to Association members for distribution in the school. As long as facilities are adequate, such material can be distributed by this means.
- G. The Association officers will have the right to use school phones for the purpose of Association business, provided such phones are available and such calls are made during times when said officers are not engaged in their normally assigned duties.

- H. Upon request by the Association, the Board will provide available names and addresses of new employees and retiring employees.
- I. The wearing of pins or other identification of membership in the Association is acceptable.
- J. The rights and/or privileges granted to the Association in this Article will not be granted to any other employee's group or organization during the term of this Agreement.

ARTICLE XIII

SICK LEAVE AND OTHER TEMPORARY LEAVES OF ABSENCE

A. SICK LEAVE

- 1. An employee will be granted one (1) sick day for each month of his/her contract year. The days granted will be available as of the first official day of the school year or the contract, whichever is applicable.
- 2. The sick leave may be accumulated to the maximum amount earned.
- 3. Before returning to duty, the staff member may be required to present a doctor's certificate stating that he/she is able to resume a regular work schedule.
- 4. Family Illness Leave – Twelve (12) days for 12-month employees, eleven (11) days for 11-month employees, and ten (10) days for 10-month employees of accrued sick leave may be used each year to assist in the health care of persons who live in the employee's household, or to care for a parent, spouse or child regardless of their residence or for other relatives requested in writing and approved by the Superintendent/Designee prior to the leave.

B. ADDITIONAL LEAVE DAYS

PERSONAL BUSINESS LEAVE

- 1. Three (3) additional days per year will granted for personal business.
- 2. Unused personal leave days shall be added to accumulated sick leave at the end of each school year
- 3. For the 2010-2013 contract years, all unit members will receive an additional two (2) personal business days, unless other compensation in negotiated.

BEREAVEMENT LEAVE

In the case of death of persons defined below, an employee shall, upon request, receive leave for bereavement without loss of pay. If the funeral does not immediately follow the death, bereavement leave may be granted to coincide with the day of death and the funeral. This provision does not affect the total number of days which may be granted for bereavement leave.

For purposes of this Agreement, the bereavement period will begin the day of death or the first day following death and run five (5) consecutive duty days, but not to exceed seven (7) calendar days, for the death of a parent, foster parent, parent-in-law, child, spouse, sibling, daughter-in-law, son-in-law, or any member of the immediate household and three (3) consecutive duty days, but not to exceed five (5) calendar days, for the death of an employee's grandparent, grandchild, grandparent-in-law, brother-in-law or sister-in-law.

The Superintendent/Designee may grant bereavement leave for other relatives provided that the request is made in writing prior to the requested leave.

- C. All time taken shall be charged as one-half (1/2) or one (1) full day.
- D. Additional leave days will not be granted for personal business on the days preceding and following school holidays or the final day of school, except in an emergency, to be determined by the appropriate personnel.
- E. The employee must notify the appropriate personnel as far in advance as possible of their pending absence in order that proper arrangements can be made to cover their duties.
- F. Absence from duty at assigned position for the following reasons shall not be charged against B. above:
 - 1. Time necessary for appearance in any legal proceeding connected with their employment.
 - 2. When called to jury duty.
 - 3. School evaluation committees.
 - 4. Approved inter-school visitations.
 - 5. Educational conferences attended with prior approval by the appropriate personnel.
- G. Deductions from earned salary for days lost in excess of those allowed under A. shall be made at the rate of 1/240 for twelve month employees, 1/212 for eleven month employees, and 1/200 for 10 month employees of the annual salary per

excess day. Unit members will be granted one excess sick day for each contract month. Unused excess sick days may not be carried over to the next contract year.

- H. Deductions from salary for days lost in excess of those allowed under B. shall be made at the rate of 1/200 for ten-month personnel, 1/212 for eleven-month personnel, and 1/240 for twelve-month personnel of the annual salary per excess day.
- I. For employees hired prior to July 1, 1997: Employees will be paid for unused sick days in the following manner:
 - a. Payments for unused sick days will be made to the employee upon that employee's early or full service retirement or, upon the employee's death, to the employee's estate.
 - b. Effective July 1, 2003, employees, who have a balance of less than 250 unused sick days as of June 30, 2003, will receive payment for 50% of the employees' accumulated unused sick days up to a maximum of 250 unused days at their average daily rate*.
 - c. Effective July 1, 2003, employees who have balance of unused sick days greater than 250 days as of June 30, 2003, will receive payment for 50% of the employees' accumulated unused sick days up to their June 30, 2003, unused sick leave balance, at their average daily rate*.
 - d. Payments for unused sick days in amounts greater than \$5,000 will be paid in equal amounts over five consecutive years beginning with the year of retirement.
 - e. Payments for unused sick days in amount at \$5,000 or less or for the death of an employee will be paid in a lump sum to the employee or the employee's estate in the year of retirement or death.

***Note:** For sick leave payoff purposes, an employee's average daily rate will be calculated on the average of the employee's annual salary for the last three years of service divided by 1/240 for twelve month, 1/212 for eleven-month, and 1/200 for ten-month employees.

1. An unlimited number of accumulated sick leave days may be transferred into the Carroll County Public Schools from another school district within the State of Maryland provided there has been no break in continuous service.
2. The amount of sick leave conversion is to be given to the retiree when he/she has completed all requirements to become a retiree and draw a retirement

allowance from the Maryland State Retirement System or the Maryland Pension System.

3. Sick leave payment will not apply to vested retirement.

J. PROFESSIONAL EMPLOYEE SICK LEAVE BANK

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

ARTICLE XIV

EXTENDED LEAVES OF ABSENCE

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

D. MATERNITY LEAVE

1. A request for a non-compensatory leave shall be made to the Board at least thirty (30) days prior to the date on which the leave is to begin except in the case of an emergency. Said request shall include with such notice a physician's statement verifying pregnancy. Any employee may continue in active employment as late into pregnancy as desired provided the employee is able to properly perform required functions.
2. The leave of absence shall become effective on the last day of formal employment and may extend to a total of twelve (12) months. A request may be submitted to the Board of Education for an extension of this leave at the end of the first leave.
3. While on leave any employee shall have the option to remain an active participant in the State Retirement System by contributing thereto the amount said employee would have been required to contribute in the Board's fringe benefit plan while on leave provided the employee pays the entire cost of participation.
4. Before returning to duty, the employee may be required to present a doctor's certificate stating that she is able to resume her regular work.
5. Since maternity is treated as a temporary disability an employee who is expecting a child and plans to continue employment with the Board after the birth of the child may use earned sick leave to cover her absence. If sick leave is used, the employee is expected to return to her job as soon as her physician determines that she is physically able to do so. Such determination by the physician is required in writing.
6. Any employee adopting a child shall be entitled, upon request, to a non-compensatory leave to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody, in order to fulfill the requirements for adoption.

E. OTHER NON-COMPENSATORY LEAVES OF ABSENCE

1. A leave of absence without pay of up to one (1) year will be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.
2. The Board will grant a leave of absence without pay to any employee to campaign for, or serve in public office.

3. After two (2) years of continuous employment in the Carroll County School System, an employee will be granted a leave of absence, without pay, for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.
4. Other leaves of absence without pay may be granted at the discretion of the Board, for good reason.
5. Upon return from leave granted pursuant to Section A, B and C of this Article, an employee will be considered as if he/she were actively employed by the Board during the leave in that he/she will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent, provided, however, that time spent on said leaves will not count toward the fulfillment of the time requirements for acquiring tenure. An employee will not receive increment credit for the time spent on a leave granted pursuant to remaining sections of the Article with the possible exceptions of Section E, paragraph 4, to be determined by the nature of the leave nor will such time count toward the fulfillment of the time requirements for acquiring tenure.
6. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave but not including credit toward sabbatical eligibility, will be restored to him/her upon his/her return, and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available or, if not, to a substantially equivalent position when such position becomes available.
7. All requests for extended leaves of absence, extensions or renewals of such leaves will be made in writing and the Board will make a written response to all such requests.

F. WORKERS' COMPENSATION LEAVE

Whenever an employee is absent from work as a result of personal injury occurring in the course of his/her employment, he/she will be paid his/her full salary for a compensable injury for a period not to exceed ninety (90) duty days* and with no loss of fringe benefits, and no part of such absence will be charged to his/her accumulated personal, annual or sick leave. (* The ninety (90) day period means ninety (90) days per injury. If there is an aggravation of the same injury, and a temporary total award is reinstated, the employee is under the initial ninety (90) day period. The employee does not begin a new ninety (90) day period with the aggravation of a pre-existing compensable injury.) Any Workers' Compensation payment made for temporary disability due to said injury and applicable to the aforementioned ninety (90) duty day period shall be endorsed over to the Board.

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

1. He/she may elect to use his/her earned leave or sick leave, (if said leave time is available to him/her) during which period(s) he/she shall receive his/her full regular salary, less any amount paid as temporary disability under Workers' Compensation Law. The employee may elect to receive only Workers' Compensation benefits and not use any of his/her accrued sick leave. Workers' Compensation checks may be retained by the employee for those periods of time on annual leave.
2. When there is no other leave time available for the employee to use he/she must apply for a non-compensatory leave of absence.

If an employee goes on Workers' Compensation, the Board agrees to continue paying its share of Medical Insurance premiums during the period of disability.

3. While on a non-compensatory leave of absence he/she will not receive salary payments. Any Workers' Compensation payment for temporary disability due to said injury may be retained by the employee.

ARTICLE XV

ACADEMIC LEAVE OF ABSENCE

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

- A. If there are sufficient qualified applicants, sabbatical leave will be granted to a maximum of one (1) employee for every one hundred (100) employees or fraction thereof of the negotiating unit at any one time.
- B. Requests for sabbatical leave must be received by the Superintendent, in writing in such form as may be required not later than December 1, and action must be taken on all such requests no later than January 15, of the school year preceding for which the sabbatical leave is requested.
- C. The employee must have completed at least five (5) full school years of service in the Carroll County School System.

- D. An employee on sabbatical leave (either for one-half of a school year or for a full year) will be paid by the Board at 50% of the salary rate which he/she would have received if he/she had remained on active duty, provided that such employee agrees to return to his/her employment in the Carroll County School System for a period no less than twice as long as the sabbatical leave.
- E. Upon return from sabbatical leave, an employee will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.

ARTICLE XVI

SALARIES

If the Board receives less revenue than anticipated, the Board and Association agree to renegotiate the provisions of this Article.

- A. Each employee will be paid 26 pays on a current basis.
- B. The initial placement of members on the salary schedule will follow the Superintendent's procedures.

A&S and the Board agree that the salary schedule at the end of the agreement will be instituted July 1, 2010.

- C. In the event of a salary error, neither the Board of Education nor the employee may claim salary adjustments for any more than the current fiscal year.

ARTICLE XVII

TRAVEL

- A. Policy for payment to personnel utilizing personal vehicles for business purposes:
 - 1. The Carroll County Board of Education shall operate on the basis that an employee utilizing private vehicles for business usage shall be reimbursed on the basis of the number of miles driven for business usage.
 - 2. Each employee shall have a designated home work station. Such work station shall be that one in which the employee spends the greatest part of his/her work day. All mileage for purposes of travel reimbursement shall be computed from his/her home work station.
 - 3. Evenings and Non-Work Days - personnel attending professional meetings

should report total mileage for each such meeting regardless of location.

4. Personnel utilizing personal vehicles for business purposes will be reimbursed monthly for business mileage at the IRS rate per mile.
 5. Compensation will be made to each school administrator to cover incidental mileage calculated at the IRS rate per mile. This is for expenses incurred when attending required staff and other required professional meetings within the county. Reimbursement to be made per monthly mileage claim.
- B. Each employee is to be reimbursed for expenses (mileage is not included here) that result from attending professional meetings approved by the Superintendent and the Unit II Conference Committee.

There shall be a fund equal to \$250.00 times the number of employees in the Unit. Reimbursement shall not exceed:

1. Transportation - Most economical way (Air Coach or mileage).
- C. There shall be a fund equal to \$100.00 times the number of membership in the Unit for the payment of dues for membership in professional associations - reimbursement of members is subject to the approval of the Superintendent and the Unit II Conference Committee.

ARTICLE XVIII

DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from employees' salaries membership dues and assessments for the Administrators and Supervisors of Carroll County, Carroll County Education Association, the Maryland State Teachers' Association, and the National Education Association as said employees individually and voluntarily authorize to deduct by means of an appropriate written authorization form prepared by the Association. The Board agrees to transmit such monies to the Association monthly.
1. Deductions shall be made in equal installments beginning in October and ending in June.
 2. The Association will provide the Board with the authorization forms from all employees enrolled prior to October 1 to have deductions made from the October check.
 3. The Board will not be required to honor any deduction authorization not

delivered to it as specified above in #2.

4. The Association will certify to the Board in writing the current rate of membership dues. The Association will give the Board thirty (30) days written notice prior to the effective date of any change in the rate of dues.
 5. No later than November 1 of each year, the Board will provide the Association with a list of those employees who have voluntarily authorized the Board to deduct dues for the Association as specified in Paragraph A.
- B. Payroll deductions will be available, at the request of the individual employee for:
1. Tax-Sheltered Annuities as authorized by the Association and the Board.
 2. Group insurance plans as authorized by the Association and the Board.
 3. U.S. Savings Bonds only if computerized.
- C. The Board agrees to deduct for one "Charitable Contribution Drive" from employees' salaries only when the employee has duly authorized such deduction; and when each employee voluntarily determines the amount of such contribution. No system-wide, school or individual quotas will be established.
- D. The rights and/or privileges granted to the Association by Paragraph A of this Article will not be granted to any other employee's group or organization during the term of this Agreement.

ARTICLE XIX

INSURANCE

A. **FLEXIBLE BENEFIT PLAN:**

The Board shall provide the following flexible benefit plan to employees who are paid more than twenty (20) hours per week.

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

DENTAL CHOICES

Traditional - See Traditional Dental Chart below.

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

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

No Coverage - Employees may elect no coverage. Those electing no coverage as of June 30, 2001, will receive a cash "buy-out" equal to 40% of the annual premium for "Traditional Individual Coverage" up to a maximum of \$89.70 per year. Any employee receiving a cash "buy-out" who elects coverage on or after July 1, 2001, will no longer be eligible to receive the cash "buy-out" at a later date.

TRADITIONAL DENTAL		
NO DEDUCTIBLE	PER PERSON PER CALENDAR YEAR DEDUCTIBLE*	PER PERSON PER CALENDAR YEAR DEDUCTIBLE*
100%**	80%**	50%**
Emergency treatment Oral examinations X-Rays Teeth cleaning Fluoride treatments for children to age 19 Space maintainers	Laboratory tests Fillings Amalgam Silicate Acrylic Root canal Repair and maintenance of bridgework and dentures Periodontic services Extractions and other oral surgery Anesthesia	Gold and porcelain fillings and crowns Installation of bridgework and crowns
PREVENTIVE SERVICES	BASIC SERVICES	MAJOR SERVICES
\$1,500 Per Person - Calendar Year Maximum*		

* \$50 per person; \$150 - Family maximum - when three (3) Family Members have each met the \$50 Deductible - See the Schedule of Insurance.

**Paid by Traditional Dental.

ADDITIONAL LIFE INSURANCE

All eligible employees shall be permitted to purchase term life insurance in addition to the amount provided by the Board in paragraph C. of this Article.

BEFORE TAX PREMIUM

The premiums paid by employees shall be paid with pre-tax dollars where applicable.

FLEXIBLE SPENDING ACCOUNTS

Employees may establish spending accounts on a voluntary basis with pre-tax dollars to be used for non-covered medical expenses or dependent care expenses.

B. Medical Plans

Eligible Unit members may select one of the following medical plans.

1. Point of Service Plan (POS) or
2. Health Care Savings Account Plan (HSA)

Point of Service Plan (POS)

The Board pays 85% of the premium rate for all levels of coverage for members who select the POS.

Health Care Savings Account (HSA)

1. Members and enrolled family members who select the HSA medical plan will be enrolled in a catastrophic medical plan that picks up coverage after the HSA deductible is met.
 2. The Board pays 95% of the catastrophic medical premium rate for all levels of coverage for members who select the HSA.
 3. The Board will contribute to members' HSA, thirty-five percent (35%) of the plan deductible for each level of coverage it offers.
 4. Members who select the HSA medical plan may contribute to their HSA, through payroll deductions, additional funds up to the IRS limit.
 5. A detailed listing of HSA benefits can be found in the plan summary document.
- C. The Board shall provide for all eligible employees in this bargaining unit TERM LIFE INSURANCE in an amount equal to one and one-half of the employees' annual salary; provided, however, that any employee shall have the option of having the term life insurance capped at \$50,000.
- D. The Board agrees to provide to the extent of present policy provisions for insurance coverage for financial loss arising from liability, provided such person, at the time of the act or omission complained of, was acting within the scope of such person's employment or under the direction of the Board.
- E. The Board shall provide DENTAL INSURANCE as described in the Health Benefits Program, to employees (who are paid for more than twenty (20) hours per week) fully paid by the Board. If the employee chooses to cover dependents under said plan, the cost of such coverage shall be paid by the employee.

The schedule of benefits are:

Direct Dental will pay:

100% of the first \$200

0% of the next \$50 (Deductible)

80% of the next \$500

50% of the next \$1,800

\$1,500 Maximum in benefits paid person per year.

- F. Effective July 1, 2010, the Board shall provide an OPTICAL INSURANCE plan for those unit members, who are not covered by medical insurance and enrolled prior to July 1, 2010, under which all eligible employees and each member of the eligible employee's immediate family shall be entitled to an eye examination and a discount program for lenses, frames and contacts every two (2) years.
- G. Health Insurance Advisory Committee - The Board and the Association agree to continue the Health Insurance Advisory Committee for the purpose of reviewing all aspects of the Health Insurance Program and making recommendations to the Superintendent of Schools for possible changes in content or procedures, as well as, regarding the components of an Employee Wellness Program.
- H. The Board and the Association shall encourage all employees to audit any and all hospital bills. There shall be an "Audit Incentive Program" under which employees shall receive 50% of any savings realized from the employee's audit of a hospital bill up to a maximum recovery of \$500 per hospital stay.

Point of Service Plan – Revised July 1, 2010
 Summary of Benefits
 A detailed listing of benefits can be found in the benefit's book.

Plan Feature	In-Network	Out-of-Network
Your Annual Deductible	None	\$250 per person/ \$500 per family
Co-insurance	Plan pays 90% Excludes co-payments for certain services.	After the deductible, Plan pays 75% of UCR* You pay all remaining costs.
Your Annual Out-of-Pocket Maximum	\$1,000 per person/ \$2,000 per family	\$2,000 per person/ \$4,000 per family
Lifetime Maximum Benefit	No Maximum	
Inpatient Hospital (Facility and doctor charges)	Plan pays 90% after \$100 per confinement deductible.	After the plan deductible and \$200 per confinement deductible, Plan pays 75% of UCR*, you pay all remaining costs.
Outpatient Hospital (Facility and doctor charges)	Plan pays 90%	After the deductible, Plan pays 75% of UCR*, you pay all remaining costs.
Emergency Care in a Hospital	For Facility - Plan pays 100%, you pay \$25 For Physician - Plan pays 90% Non emergency use of emergency room is not covered.	Same as in network Non emergency use of emergency room is not covered.
Surgical Expenses	For Facility - Plan pays 90% For Office: Plan pays 100% , you pay \$10 for office visit	After the deductible, Plan pays 75% of UCR*, you pay all remaining costs.
Doctor's Office Visits	You pay \$10 per visit	After the deductible, Plan pays 75% of UCR*, you pay all remaining cost.
Preventive Care	For annual physical - \$10 co-payment Annual gyn exam - you pay \$10 co-payment Pap smear - Plan pays 90% Mammogram -- Plan pays 90%	After the deductible, Plan pays 75% of UCR*, you pay all remaining costs. Annual gyn exam and Pap smear - Plan pays 75% of UCR, you pay all remaining costs. Mammogram - Plan pay 75% of UCR*
Well Child Care	Schedule of visits based on age – you pay \$10 per visit	Plan pays 75% of UCR*, you pay all remaining costs.
Prescription Drug	\$10 co-payment – generic \$25 co-payment – name brand	No coverage for non participating pharmacies.
Vision Care – Eye Exam covered every 24 months Discount program available for frames, lenses and contacts	You pay \$10 co-payment	After deductible, plan pays 75% of UCR*

MENTAL HEALTH AND SUBSTANCE ABUSE BENEFITS

Plan Feature	In-Network	Out-of-Network
Mental Health and Substance Abuse Benefits		
Inpatient Care	Plan pays 90% after \$100 per confinement deductible.	After the plan deductible and \$200 per confinement deductible 75% of UCR*, and you pay remaining costs;
Outpatient Care	Plan pays 100% after \$10 copay.	Plan pays 75% after deductible of UCR*

Mental Health and Substance Abuse benefit revisions made due to change in federal law effective January 1, 2010.

I. HEALTH INSURANCE ADVISORY COMMITTEE

The Board of Education agrees to continue the health insurance advisory committee for the purpose of reviewing and making recommendations to the Superintendent of Schools regarding the components of an employee wellness program and suggestions on the content and procedures for the health insurance program.

ARTICLE XX

SMOKE-FREE WORKPLACE

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

Smoking, secondhand smoke and smokeless tobacco have been found to pose definite health hazards. As of July 1, 1991, tobacco use is not permitted in any Board indoor facility. This article is meant to be sensitive to the needs of everyone in the Carroll County Public Schools.

ARTICLE XXI

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Board will pay the full cost of tuition and textbooks and transportation incurred in connection with any courses, seminars, conferences, in-service training sessions or other such sessions, which an employee is required and/or requested by the

administration to take. Such request must be in writing. The above does not include workshops, college courses or other training sessions for which credit is received.

- B. The Board shall reimburse all professional personnel holding a Standard Professional Certificate or Advanced Professional Certificate up to one hundred and eighty seven dollars (\$187.00) per credit hour for nine (9) graduate level credit hours per fiscal year where a grade of "B" or better or "Pass" is earned.

The Board shall reimburse all professional personnel holding a provisional certificate, standard professional certificate, or advanced professional certificate up to two-hundred and eighty dollars (\$280) per credit hour for tuition or eligible fees assessed on a per credit basis for nine (9) graduate level credit hours per fiscal year; or for graduate or courses that are pre-approved by Human Resources as courses that align with the curriculum or are needed by the unit member to obtain or maintain highly qualified status as defined by the Maryland State Department of Education. The Board will not reimburse unit members for more than a total of nine (9) credits per year as outlined in this Article.

ARTICLE XXII

GENERAL

- A. If any provision of this Agreement or any Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application 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.
- B. This Agreement constitutes Board policy for the term of said Agreement, and the Board will carry out the commitments contained herein and give them full force and effect as Board policy. The Board will amend its written policies and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- C. The cost of printing the ratified Agreement shall be shared jointly between Unit II and the Board, provided that the Association's share of the printing shall not exceed \$75.

ARTICLE XXIII

RATIFICATION

It is agreed and understood by the parties that the foregoing Agreement represents the full Agreement between said parties to date on all matters negotiated in accordance with Title 6, Subtitle 4 of the Education Article of the Annotated Code of Maryland (1978).

Within fifteen (15) days following the signing of this Agreement, each party will notify the other that conditional approval has or has not been obtained from its respective principals.

ARTICLE XXIV

DURATION

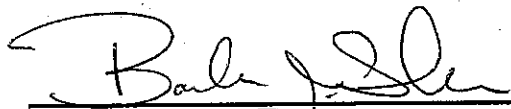
Unless otherwise provided herein, the provisions of this Agreement with the exception of Article XIX, Insurance, shall be effective as of July 1, 2010, and will remain in full force and effect until June 30, 2013, unless additional financial compensation in the form of step or COLA increase is offered to another bargaining unit.

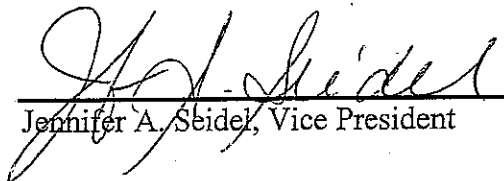
Except as noted, Article XIX, Insurance, agreed upon for this Agreement shall be effective on January 1, 2011, and will remain in full force and effect until December 31, 2011.

This Agreement is contingent on full funding by the County Commissioners of the Board of Education's fiscal year 2011 budget. In the event said budget is not given final approval by July 1, 2010, the parties shall renegotiate the Agreement upon the request of either.


IN WITNESS HEREOF, the parties hereunto set their hands and seal this 12th day of May 2010.

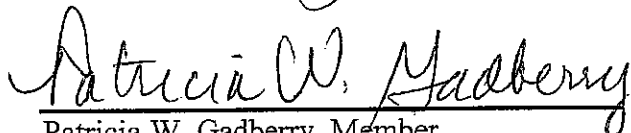
**BOARD OF EDUCATION OF
CARROLL COUNTY**

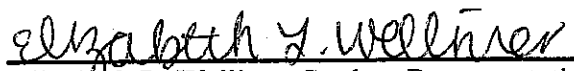

Barbara J. Shreve, President



Jennifer A. Seidel, Vice President


Gary W. Bauer, Member

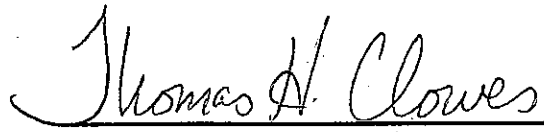

Cynthia L. Foley, Member


Patricia W. Gadberry, Member

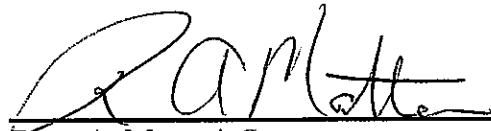

Elizabeth L. Welliver, Student Representative


Charles I. Ecker, Superintendent of Schools

**ADMINISTRATORS & SUPERVISORS
OF CARROLL COUNTY**


Thomas H. Clowes, President


Kimberly N. Dolch, Vice President


Rose A. Mattavi, Secretary


Irene D. Hildebrandt, Treasurer

NON-CONTRACT ITEMS

1. Teacher-in-Charge - Substitute Days

Agreement was reached on the concept of providing a defined amount of teacher-in-charge substitute days. Details concerning the implementation of this concept will be addressed by the Instructional Division Directors with input from principals.

2. The Board and the Association agree to form a Human Relations Concerns Committee in an attempt to resolve problems at an informal level.

