



**ARTICLE I
PREAMBLE**

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

In this agreement, the term "Employee" refers to all certificated professional employees.

In this agreement, the term "Unit I" refers to classroom teachers, counselors, and county resource teachers and speech

In this agreement, the term "Unit II" refers to directors, coordinators, principal assistants, administrative assistants, psychologists, assistant supervisors, psychologists, pupil personnel workers and helping

certificated Unit One and Unit Two certificated employees hired by the Charles County Board of Education will have the same rights, benefits, and conditions conferred on all other certificated employees under the Negotiated Agreement between the Board and the Charles County BOE except as otherwise provided in the contract.

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ARTICLE 2 GRIEVANCE PROCEDURE

A. Definitions

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

B. Procedures and Levels

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

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

Level 2. If the grievance is not settled at Level 1, within five (5) days the grievant may move it to Level 2 by a written notice to

the Division Head. The Division Head or his designated representative shall have ten (10) days to give a written decision after receipt of such notice.

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

Level 4. If the grievance is not settled at Level 3, the grievant, with the approval of the association, may, within ten (10) days, move the matter to arbitration under the voluntary labor arbitration rules of the American Arbitration Association.

C. Arbitration

1. The parties further agree to accept the arbitrator's award as final and binding upon them. If the grievance is not submitted to arbitration within the above stated time limit, the grievance shall be deemed to be waived and shall not be subject to further discussion or appeal.

2. The arbitrator shall have no authority to add to, alter, amend, or modify any provision of this agreement or to make any award which will in any way deprive the Board of any of the powers delegated to it by law and not encompassed in this agreement.

3. The Association and the Board shall each bear its own expenses in these arbitration proceedings, except that they shall share equally the fee and other expenses of the arbitrator in connection with the arbitration of the grievance.

D. Association Representation

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

E. No Reprisals

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

**ARTICLE 3
BOARD RIGHTS AND
RESPONSIBILITIES**

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

**ARTICLE 4
ASSOCIATION RIGHTS**

A. The Board agrees that it will not discriminate against any employee with respect to wages, hours, or other conditions of employment by reason of his membership in the Association, or collective professional negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

B. The Board and the Association agree to furnish each other in response to reasonable requests all available information or documents required for negotiations.

C. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that such transactions shall not interrupt the normal school operations.

D. The Association will have the right to have placed in the Superintendent's packet for all new employees materials prepared by the Association. The Association also will be given a place on the agenda of any orientation program held for new employees.

E. The Association will be given the opportunity to make recommendations to the Superintendent concerning the school calendar prior to its adoption. A copy of materials for general distribution pertaining to the calendar shall be forwarded to the President of the Association.

F. The Association's President's designee shall be granted leave to conduct Association business. The following conditions govern the leave:

1. The leave shall not exceed more than seventy-five (75) days in one fiscal year.
2. The Association obligates itself to forward a check to the Board amounting to the salary of a certified substitute teacher multiplied by the number of full-time equivalent workdays of leave.
3. The length of a workday shall be as defined in Article 12, Section A, this document.
4. The leave shall be taken in not less than one-half (.5) day increments.
5. The request for approval of leave shall be made to the appropriate administration at least 24 hours prior to the date and/or time the leave is to commence.
6. At least 15 days of Association leave will be available for use by the EACC Treasurer, at the Association's President's request, to conduct official Association business.
7. At the beginning of the school year, the EACC President will forward to the Executive Director of Human Resources a list of any known dates and designees to be released on Association leave in the upcoming year.

G. The Board will provide payroll deductions of dues for the United Education Profession in the following manner:

1. The Board shall deduct dues from employees' salaries for the Education Association of Charles County, Maryland State Teachers Association, and the National Education Association as said employees voluntarily authorize such deductions by means of an appropriate Board-approved written authorization form. The Association shall collect and compile all completed authorization forms and submit them to the Board on or before September 30th of each school year.
2. Payroll deduction of dues is continuing and cancellation of dues deduction can be effected only by a written notice sent by certified mail to the Association office by September 10th, to be compiled for submission to the Board on or before September 30th of each school year.
3. Deductions will be withheld starting with the first pay period of October and ending the last paycheck in June, in equal payments, generally twice per month. An employee who begins payroll deductions after the first paycheck in October may not elect to have dues deducted in more payments than the number of pay periods remaining in that school year.
4. An employee whose contract is terminated during the school year shall have deducted from his final salary payment an amount equal to his remaining dues authorization.

5. The Board shall forward the United Education Profession dues to the Association within a reasonable period of time following each deduction date. The Board will provide the Association with a list of those teachers from whose paychecks Association dues are being deducted.
- H. The Board will provide payroll deductions on behalf of an employee for a Board-authorized credit union. Said employees will voluntarily authorize such deductions by means of an appropriate Board-approved written authorization form.
- I. The Board will provide payroll deductions of premiums on behalf of an employee for the long-term disability insurance program administered by the Association, in accordance with Board approved administrative procedures.
- J. The Association will have the right to place a reasonable amount of materials in the school/office mail boxes.
- K. The Association will have the right to use the interschool courier service for the distribution of its newsletter and membership materials, when such materials are properly packed and addressed to the school representative. All other materials must have the approval of the Superintendent. The Board reserves the right to refuse to deliver any materials or communications which it considers to be illegal or libelous.
- L. The Board and the Association acknowledge their shared responsibility to comply with the requirements of the Americans with Disabilities Act (ADA).
- M. On returning from his/her leave of absence, the Association President will have the same rights for job placement as an active employee.
- N. The Board and the Association agree that if and when legislation of the Maryland General Assembly is passed that will allow the Board and the Association to legally negotiate Fair Share/Representative Fee language, the Board and the Association will reopen negotiations for the limited purpose of negotiating language on Fair Share/Representative Fee. This reopening of the contract will be done within 30 days of the signing of the legislation by the governor of the state of Maryland.
- O. The Board will allow for payroll deduction of voluntary contributions by employees for MSTA's Fund for Children and Public Education. The deductions will be forwarded to the EACC office. The EACC will coordinate with the staff of the Board's Department of Budget and Fiscal Management to determine the procedure that imposes the least administrative burden.

ARTICLE 5 EMPLOYEE RIGHTS

- A. The participation or non-participation in religious, political, or teacher association activities of an employee conducted outside duty hours and off school property shall not be grounds for discrimination with respect to his professional employment.

B. An employee will have the right by appointment to review the contents of his personnel file and to make copies of any documents contained therein. He will be entitled to have a representative of the Association accompany him during such review.

C. It shall be the right of any employee to engage in other gainful employment as long as it does not interfere with the proper performance of his assigned duties or does not cause poor public relations within the community.

D. No tenured Unit I member will be disciplined or reduced in rank without just cause. All Unit II employees will be afforded due process prior to disciplinary or termination action.

E. The Board will reimburse an employee for any damage or loss of personal property (resulting from an assault on the employee) that occurred while engaged in executing or discharging official duties. There shall be a limit to such reimbursement in the amount of \$300 per incident.

F. The personal life of an employee shall be the concern of and warrant the attention of the Board only as it may directly prevent the employee from properly performing his/her assigned functions during duty hours.

ARTICLE 6 EMPLOYEE ASSIGNMENT

A. An employee will be given a written notice of his placement on the salary scale and school assign-

ment for the coming year at the earliest possible date. If assignment and salary notification is provided in a timely fashion as outlined above, it will be signed by the employee and returned to the Personnel Office not later than July 15 following the close of the school year. In the event that changes are made after June 15, the employee affected will be notified promptly in writing.

B. Whenever possible, employees will be assigned to positions within the scope of their professional certificates and/or their major or minor fields of study. Currently employed professional personnel not assigned within their area of certification will be given priority consideration in filling vacant positions within their area of certification.

C. Changes in grade assignment in the elementary schools and in subject assignment in the secondary schools will be voluntary to the extent possible.

D. In arranging a schedule for an employee who is assigned regularly to more than one building, an effort will be made to limit the amount of travel. When required to use his/her automobile, he/she will be reimbursed for all such travel at the mileage rate allowed by the IRS. He/she will be notified of any change in his/her schedule promptly.

An occasional orientation meeting or in-service meeting held in another building in the county shall not be considered a regular assignment and travel to and from such buildings will not be reimbursable. However, the Board will make every reasonable effort to limit travel for such meetings.

E. Unit II personnel shall be reimbursed for job-related travel at the rates listed in Paragraph D above.

F. Employees shall not be required to transport students in their private automobiles.

G. Each tenured employee who requires coursework for recertification will be notified, in writing, at least two years in advance of the expiration date of his certificate. Employees who do not require coursework for recertification shall be notified no later than three months prior to the expiration of their certificates. The Board will maintain, to the best of its ability, information regarding the certification status of employees; nevertheless, it is the responsibility of the employee to know the current certification regulations and to renew his/her certificate prior to the expiration date thereon.

ARTICLE 7 VOLUNTARY REASSIGNMENT

A. In considering an employee's request for reassignment, the wishes of the employee will be honored to the extent that a vacancy for which he is qualified exists and there is no conflict with the best interests of the school system. Any teacher eligible for a transfer would have the opportunity to meet with the receiving principal before a decision is made on the reassignment.

B. If an employee's request for reassignment has been granted, the Board need not consider a subsequent request for reassignment by the employee for the remainder of the school year.

C. The employee will be notified in writing of the disposition of his request and the reasons therefore as soon as practicable.

D. Effective with the 2004-2005 School Year, employees who have indicated their desire to transfer to another school by May 1st will have the opportunity to interview with the receiving principal, as provided in Paragraph A above, and will be eligible to transfer into vacancies for which they indicated an interest until July 15th of the new school year.

ARTICLE 8 INVOLUNTARY REASSIGNMENT

A. An involuntary reassignment will be made only after a meeting between the employee and his supervisor, at which time the employee will be notified of the reason for the reassignment. In the event that the employee objects to the reassignment, he may request a meeting with the Superintendent or his representative.

B. Except in cases of emergency, notice of an involuntary reassignment will be given to the employee no later than two weeks prior to the date that the employee is to assume his new duties.

C. A teacher who is transferred involuntarily after the beginning of the school year will be given at least two (2) full days in order to prepare for his/her transfer.

D. Teachers who are involuntarily reassigned will be assigned ahead of new hires.

ARTICLE 9 VACANCIES AND PROMOTIONS

A. The term "Leadership Position" means a position paying a salary differential excluding the positions of Superintendent, Deputy Superintendent and Assistant Superintendent. Leadership positions may also include any 10-month position which requires the employee to spend more than 50% of their time during the student day performing regularly scheduled office administrative functions.

B. All vacancies in leadership positions will be adequately publicized in accordance with the following procedure:

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

C. All qualified employees will be given adequate

opportunity to make application for positions prior to the closing date specified in the vacancy announcement. No position will be permanently filled until all properly submitted applications have been considered. Announcements of appointments will be made through the Board bulletins.

D. All openings for evening school positions, summer school positions and for positions under Federal and other special programs will be adequately publicized by the employer in each school building.

ARTICLE 10 MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

A. The Association and the Board agree that classroom control is essential and that such control has direct relationship to the quality of instruction. It is also agreed that while the overall school discipline is a shared responsibility of the teacher, administration, and Board, it is the primary responsibility of the classroom teacher to maintain classroom control. It is further agreed that it is the shared responsibility of the Board, the administration, and the teacher to provide an educational program that will motivate the pupils and will meet their needs.

B. The classroom teacher will handle, in as far as possible, the discipline problems in the classroom and shall have the full support and cooperation of the administration and the Board of Education in so far as the classroom teacher has conformed to professional and ethical procedures.

1. When in the judgment of the teacher a student's behavior seriously disrupts the instructional program, the teacher may exclude the student from the classroom and refer him to the principal. The referral shall describe in writing the specific problem under consideration including probable causes and an outline of action taken to solve the problem.

2. When in the judgment of a teacher a student requires the attention of a counselor, social worker, psychologist, or other specialist, he will so inform the principal.

3. Teachers shall be informed at the earliest possible date of any action taken on the referral.

4. The Association and the Board recommend that a discipline file be kept in each school.

C. Physical restraint, but not corporal punishment may be used by a teacher to restrain a disruptive student in the case of an extraordinary breach of discipline provided the restraint used is reasonable under the circumstances. Such a situation will be immediately reported to the principal, and a written account of the incident will be prepared by the teacher within twenty-four (24) hours.

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

ARTICLE II NON-TEACHING DUTIES

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

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

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

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

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

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

C. Teachers will not be required to do formal evaluation of other staff members.

ARTICLE 12 WORKING HOURS AND WORK LOAD

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

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

ten (10) month.....	190*
ten and one-half (10 1/2) month.....	200
eleven (11) month.....	210
twelve (12) month.....	227

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

* First-year, ten-month teachers will work 192 days.

C. Except where it is administratively necessary, teachers will not be required to report to work when schools are closed for pupils due to inclement weather.

D. School-based teachers may be required to remain after the end of the teacher's day without additional compensation for no more than 1 1/4 hours each

week to attend faculty or other meetings. Attendance at other meetings outside the regular workday will be at the option of the individual employee. Except in case of an emergency, teachers will not be required to remain for faculty meetings on Fridays or the day before a holiday. Whenever possible, teachers will be notified 48 hours in advance of any meetings scheduled outside the regular workday.

E. Classroom teachers will have a duty-free lunch period of not less than thirty (30) minutes.

F. Middle school and high school teachers shall normally be provided, in addition to their lunch period, one (1) planning period during the student day. Elementary teachers normally will be provided 240 minutes per week preparation time during the student day. ILLT resource teacher members will structure their schedules to allow for flexibility while still providing adequate time within the student day for planning and preparation. Whenever possible, planning time will be scheduled in blocks of no fewer than thirty (30) minutes each day. A minimum of two (2) hours shall be provided at the end of each marking period for the purpose of report card preparation. At the end of the second and fourth quarters, one-half of the teachers' workday will be devoted to report card preparation and other end of the semester activities at the individual teacher's direction.

At least four (4) of the two-hour student early dismissals contained in any year's school calendar, the teachers will be given the two hours after the students leave for additional planning and prepa-

ration time at their own individual direction. No mandatory meetings will be scheduled during this time.

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

H. Admission Review and Dismissal (ARD) Chairpersons will have additional time to carry out the responsibilities of that position.

I. The Board will provide class coverage when possible and reasonable for teacher participation in ARD meetings.

J. Employees with more than nine (9) years of teaching experience in Charles County who have received no unsatisfactory ratings in any category of their two (2) most recent evaluations may substitute a professional development plan for one (1) in-service day. Such plan must be approved by the instructional supervisor and school principal and reviewed by the Assistant Superintendent for Instruction. The plan must address the individual growth needs of the employee and be submitted not later than ten (10) work days prior to the scheduled in-service day.

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

L. Classroom teachers, media specialists, and guidance counselors will have a total of two full teacher workdays at the start of the new school year, before the students arrive, at the individual teacher's direction so that he/she may adequately prepare for the students. One of the two days will be the workday before students arrive for the new school year. No meetings will be held during these two days except that one hour of the day before students arrive may be used for mandatory staff meetings at the principal's discretion.

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

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

O. The Board and the EACC will appoint equal representatives to a joint committee to study the effective use of Technology to improve education and to reduce teacher workload and non-teaching duties.

The committee will make recommendations about using technology to automate paperwork, to expedite attendance-taking and grading, to provide model lesson plans and other materials of instruction, and to otherwise enhance the effective operation of the school system.

A separate sub-committee of the above joint study committee on Technology will review the role of the technology coordinators in the schools and will recommend ways to reduce their workload, including restructuring or providing additional resources to assist with computer installation, software upgrades, general maintenance, and solving staff computer problems. The recommendations of this committee will be forwarded to the EACC and BOE bargaining teams for possible inclusion in the FY 2005 or FY 2006 contract.

ARTICLE 13 PERSONNEL EMPLOYMENT PROVISIONS

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

B. Progression on the salary scale is determined by the employee's anniversary date or the date of advancement to a higher training or certification level. Certificated employees employed by November 30 shall have the following September 1 as their

anniversary date. Certificated employees employed between December 1 and March 31 will be placed on the appropriate "X" scale beginning with the second year of employment.

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

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

E. The contract year shall normally include 26 paydates, with no fewer than two paydates per month.

F. Deductions for retirement fees will be divided equally among twenty (20) pay checks issued during the ten (10) month period between September 1 through June 30.

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

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

ARTICLE 14 SALARIES

A. For Fiscal Year 2004, all personnel in Unit 1 will be advanced one step each year on their appropriate salary scales according to their experience as identified in the assignment sheets issued coincident with the implementation of this contract.

B. An approved doctorate would earn the holder \$2,500 more per year than a Masters +30. Employees who successfully complete the voluntary National Teacher Board Certification process will be paid \$2,500 in addition to their regular annual salary. School Psychologists who earn the National Certification issued by the National Association of School Psychologists (NCSP) will receive an extra \$500 in addition to their regular salary.

C. For FY 2004, the Teachers salary scale will be increased by 2% over the FY 2003 scale. In addition, Steps 25 and above on the teachers scale will increase by \$200 each (above the 2% increase) in order to encourage retention of experienced teachers.

D. The current Administrative and Supervisory scales will be increased in FY 2004 by 2% above the FY 2003 level.

For his/her placement on the scales, no current Unit 2 employee will be placed at a pay step that is less than his/her FY 2003 salary plus 2%.

Employees of the CCPS who are or become Unit Two employees will be placed on the A&S scale

so as to make at least their per diem pay rate at the appropriate step and lane on the teachers' pay scale prorated for the new work year.

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

In FY 2005 and in FY 2006, negotiations on salary may be reopened at the request of the Association or Board of Education.

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

BOARD OF EDUCATION OF CHARLES COUNTY
 FY 2004 TEACHERS SALARY SCALE

STEP	BS	BSX	APC	APCX	MA	MAX	MA+30	PND
1	34,418	34,583	35,961	35,961	36,721	36,721	37,221	39,721
2	34,748	34,915	35,961	35,961	36,721	36,721	37,221	39,721
3	35,080	35,247	37,131	37,131	37,916	38,533	38,416	40,916
4	36,114	36,747	38,338	38,961	39,148	39,784	39,648	42,148
5	37,378	38,033	39,583	40,227	40,420	41,077	40,920	43,420
6	38,688	39,364	40,869	41,534	41,734	42,413	42,234	44,734
7	40,040	40,741	42,198	42,885	43,090	43,791	43,590	46,090
8	41,443	42,167	43,570	44,278	44,491	45,215	44,991	47,491
9	42,893	43,643	44,986	45,716	45,937	46,683	46,437	48,937
10	44,392	44,392	46,447	47,203	47,429	48,200	47,929	50,429
11			47,957	48,737	48,970	49,767	49,470	51,970
12			49,515	50,321	50,562	51,365	51,062	53,562
13			51,125	51,957	52,207	53,054	52,707	55,207

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14	52,787	53,645	53,902	54,778	54,402	55,653	54,402	56,902
15	54,503	54,503	55,653	55,653	56,153	56,153	56,153	58,653
16	54,503	54,503	55,653	55,653	56,153	56,153	56,153	58,653
17	54,503	55,389	55,653	56,560	56,153	56,560	56,153	58,653
18	56,275	56,275	57,467	57,467	57,967	57,467	57,967	60,467
19	56,275	56,275	57,467	57,467	57,967	57,467	57,967	60,467
20	56,275	57,190	57,467	58,400	57,967	58,400	57,967	60,467
21	58,104	58,104	59,332	59,332	59,832	59,332	59,832	62,332
22	58,104	58,104	59,332	59,332	59,832	59,332	59,832	62,332
23	58,104	59,049	59,332	60,296	59,832	60,296	59,832	62,332
24	59,993	59,993	61,260	61,260	61,760	61,260	61,760	64,260
25	60,193	60,193	61,460	61,460	61,960	61,460	61,960	64,460
26	60,193	61,168	61,460	62,457	61,960	62,457	61,960	64,460
27	62,144	62,144	63,452	63,452	63,952	63,452	63,952	66,452
28	62,144	62,144	63,452	63,452	63,952	63,452	63,952	66,452
29	62,144	63,149	63,452	64,480	63,952	64,480	63,952	66,452
30	64,155	64,155	65,508	65,508	66,008	65,508	66,008	68,508

BOARD OF EDUCATION OF CHARLES COUNTY
 FY 2004 Administrative & Supervisory Scale

Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10
MS Principals FY 2004 86,569	MS Principals FY 2004 81,159	88,974	91,379	93,783	96,187	98,592	100,996	103,400	105,806
MS Vice Principals FY 2004 81,159	84,764	86,567	88,370	90,173	91,976	93,779	95,581	97,391	99,201
Elementary Principals FY 2004 77,912	79,475	81,038	82,600	84,163	85,725	87,288	88,851	90,413	91,980
HS Vice Principal (11-month) FY 2004 64,927	66,129	67,332	68,534	69,736	70,938	72,140	73,343	74,545	75,748
HS Vice Principal (12-month) FY 2004 70,183	71,483	72,782	74,082	75,381	76,681	77,980	79,280	80,580	81,880
MS Vice Principal FY 2004 61,681	62,883	64,085	65,287	66,490	67,692	68,894	70,096	71,299	73,000
Item Vice Principal FY 2004 59,516	60,959	62,401	63,844	65,286	66,729	68,171	69,614	71,056	72,502
PPW's and Psychologists (11-month) FY 2004 61,681	63,243	64,806	66,368	67,931	69,494	71,056	72,619	74,181	75,748
PPW's and Psychologists (9-month) FY 2004 55,806	57,220	58,634	60,048	61,461	62,875	64,289	65,703	67,116	68,534
Supervising PPW/Supervising Psychologist FY 2004 75,502	74,064	72,627	71,190	70,752	80,315	81,877	83,440	85,003	86,569
Instructional Specialists (11-month) FY 2004 54,106	55,668	57,231	58,794	60,356	61,919	63,481	65,044	66,607	68,173
Instructional Specialists (12-month) FY 2004 58,486	60,175	61,864	63,553	65,242	66,931	68,620	70,309	71,998	73,692
Directors FY 2004 75,748	78,753	81,758	84,763	87,768	90,773	93,779	96,784	99,789	102,801
Coordinators and Specialists FY 2004 64,927	67,332	69,736	72,140	74,545	76,949	79,354	81,758	84,163	86,569

**ARTICLE 15
EXTRA PAY FOR EXTRA DUTY**

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

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

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

Category 0
Accelerated Programs Facilitator
Athletic Director
Master Teacher

Category 1

Category 2
Football Coach - Head Varsity

Category 3
Basketball Coach - Head Varsity (boys and girls)
Band Director - High
Wrestling Coach - Head Varsity

Category 4

Football Coach - Head J.V.

Category 5

Baseball Coach - Head Varsity
Track Coach - Head (Outdoor) - (boys and girls)
Softball Coach - Head Varsity
Theater Manager, all events

Category 6

Wrestling Coach - Head J.V.
Choral Director - High
Drama Sponsor - High**

Category 7

Basketball Coach - Assistant Varsity (boys and girls)
Basketball Coach - Head J.V. (boys and girls)
Football Coach - Assistant, all levels
Soccer Coach - Head Varsity

Category 8

Cheerleader Sponsor
Field Hockey Coach - Head Varsity
Volleyball Coach - Head Varsity

Category 9

Track Coach - Assistant Varsity (boys and girls)
Yearbook Sponsor (HS)

Category 10

Baseball Coach - Head J.V.
Baseball Coach - Assistant
Cross Country Coach
Golf Coach
Class Sponsor - Jr. & Sr., High
Newspaper Sponsor

Category 10 (cont'd)

Student Council Sponsor - High
Tennis Coach
Track Coach - Head (Indoor)
Softball Coach - Assistant Varsity
Softball Coach - Head J.V.

Category 11
Band Director - Middle
Choral Director - Middle
Field Hockey - Head J.V.
Soccer Coach - Head J.V.
Volleyball Coach - Head J.V.
Grade/Dept. Chair, Team Leader, 15 members or
over
JV Cheerleader/Pom Pom Sponsor
Drama Sponsor, MS

Category 12

Gymnastics Coach
Swimming Coach
Level V Coordinator of Developmental Sports
Grade/Dept. Chair, Team Leader, 10 - 14 member
Yearbook Sponsor (MS)

Category 13

Band Front Units
Class Sponsor - Freshman & Sophomore
Grade/Dept. Chair, Team Leader, 6 - 9 Members
~~Weight Room Sponsor~~
Teacher Partner (mentor) for 2 teachers
Inclusion Support Coordinator
Testing Coordinator
QM/BDI Sponsor, all levels

Category 14

Debate Sponsor - High
It's Academic
VICA Sponsor
Grade/Dept. Chair, Team Leader, 1 - 5 Members
Math Team Sponsor - High
Drug Free Club Sponsor
Future Educators of America, MS, HS
Math Counts Sponsor, MS
SGA Sponsor, MS

Category 15

National Honor Soc. Sponsor HS
Teacher Partner (mentor), for one teacher
Yearbook Sponsor (ES)
Newspaper Sponsor (ES, MS)
Nat'l Jr. Honor Society Sponsor

Category 16

Environmental Science Sponsor
(Hard Bargain Farm and Nanjemoy Creek)

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

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

**Extra Pay for Extra Duty
Pay Schedule FY 2004**

Category	
0	4,028
1	2,730
2	2,495
3	2,079
4	1,871
5	1,767
6	1,664
7	1,560
8	1,456
9	1,352
10	1,247
11	1,144
12	1,039
13	728
14	624
15	520
16	105

Sponsor, Choral Director, Band Director or any other position currently compensated in the Schedule Article 15, Para. C.

The Board of Education and the Education Association of Charles County will appoint an equal number of representatives to a joint study committee which will review the current schedule of Extra Pay for Extra Duty and will make recommendations to the BOE and EACC bargaining teams for inclusion in future negotiations. (EACC reserves the right to bring forth proposed changes to Extra Duty Pay Positions pending receipt of this report).

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

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

ARTICLE 16
TUITION REIMBURSEMENT
AND STAFF DEVELOPMENT

- A. Certificated professional employees holding the SPC or APC shall be reimbursed at the rate of \$200 per credit.
- B. The following conditions shall apply to reimbursement:

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

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

3. Current Board employees earning credits during the Spring or Summer sessions must work in the county the following school year in order to be reimbursed. In the event that the employee received reimbursement and he/she is unable to be employed in the county the fol-

lowing school year, he/she obligates himself/herself to return the money to the Board. Otherwise, the equivalent amount will be deducted from his/her final paycheck.

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

5. The total expenditure for this purpose shall not exceed nine semester hours per employee or a total budget limitation of \$200,000 for all requests per year.

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

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

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

The coverage, deductibles, and co-payments effective in FY 2003 will be in force FY 2004-2006 with changes as follows:

The maximum annual dental benefit will be increased from \$1200 per person to \$1400 per person. The maximum orthodontic benefit will be increased to \$1400 per occurrence. These new maximums will be implemented effective with the next calendar year, January 1, 2004.

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

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

C. The Board of Education of Charles County will support the group insurance plan for retiring employees who have participated in the plan and have been employed by the Board of Education of Charles County ten (10) or more consecutive years (excluding approved leaves of absence) immediately prior to retirement and who participated in

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

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

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

ARTICLE 17 GROUP INSURANCE PACKAGE

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

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

the group insurance plan at the time of retirement from the Board of Education of Charles County. The percentage of participation by the Board of Education will be the same as supported for active employees. The above support will be implemented until the retiree or spouse/dependent is eligible for Medicare benefits. At that time, the Board will support the special plan for Medicare participants, at the same rate as active participants.

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

Retirees who have worked for the Board of Education for at least ten years prior to retirement, but who have not participated in the Board's insurance plan as required above, will have 50% of the premium of the lowest priced health insurance plan paid by the Board of Education during their retirement. Those employees retiring on disability will have their service and plan participation requirements waived in order to qualify for having the same insurance benefit as employees who have met those service and plan participation requirements.

This support will be implemented until the retiree or spouse/dependent is eligible for Medicare benefits. At that time, the employee or spouse/dependent must apply for Medicare benefits, and the Board will continue to pay 50% of the premium for a supplemental plan that covers the differences in benefits between Medicare coverage and that of the lowest priced health insurance plan.

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

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

1. If an employee or retiree has worked for ten years or is in the tenth year of service with the Charles County Board of Education, and he/she is carrying a family health insurance at the time of his/her death, the employee's dependents as listed on the policy will have the option of continuing the health insurance coverage for 24 months by paying the employee's portion of the insurance premium to the Board of Education. No new dependents may be added to the policy (except that if an employee is expecting a child at the time of his/her death, that child may be added to the policy).

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

3. Dependent children covered under paragraphs 2 and 3 above will be covered only through the same period of eligibility as for active employees (age 19 or 23, depending on their student status).

ARTICLE 18 EXTENDED LEAVES OF ABSENCE

A. The Board agrees that one tenured employee designated by the Association may be granted a leave of absence for one year without pay for the purpose of engaging in local, state, and national education association activities.

B. A leave of absence without pay may be granted to any tenured employee upon application to the Board for the purpose of campaigning for or serving in a county, state, or national public office.

C. The statutory requirements with regard to military leave shall apply to this agreement.

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

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

F. The Board may grant leave without pay and without credit for experience to a tenured employee for the following reasons:

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

G. The Board will normally grant leave without pay but with credit for experience to a tenured employee for the following reasons:

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

H. Maternity Leave

A tenured employee who wishes to leave her position prior to the period of disability associated with childbirth and/or does not wish to return to her position after such period of disability shall normally be

granted, upon request, a leave of absence without pay and without credit for experience.

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

I. Parental Leave

Tenured employees may be granted, upon written request, a leave of absence without pay and without credit for experience, to care for the infant child of the employee. Said leave may extend up to one (1) year.

Such leave may also be granted to an employee adopting an infant child, to commence at any time during the first year after receiving de facto custody of said infant, or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption.

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

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

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

ARTICLE 19 SICK LEAVE

A. A certificated employee can earn one (1) day of sick leave for each month in his contract year. Sick leave days to be earned during the current year will be available as of the first official day of the school year. The employee may request sick leave beyond the above limit.

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

C. Unused sick leave shall be cumulative without limit.

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

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

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

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

H. Certificated employees with fifteen or more consecutive years of service (excluding approved leaves of absence) with the Board of Education of Charles County shall be reimbursed for unused sick leave upon their retirement. The employee shall be reimbursed only for sick leave accumulated while employed by the Charles County Board of Education. The rate of reimbursement shall be \$55 per day. Eligible employees may be paid the approved rate for no more than ninety (90) days of accumulated sick leave. This amount is to be given to the retiree upon completion of all requirements to become a retiree. In the event that a Board employee dies prior to his/her retirement, the employee's survivors will be paid at the above rate for the employee's accumulated sick leave up to ninety days.

I. The sick leave exchange in effect for certificated employees will be administered in accordance with the procedures revised by the joint Board of Education/EACC Sick Leave Exchange Committee in July of 1998.

ARTICLE 20 OTHER LEAVES

A. 1. Each 12-month Unit II member shall be entitled to twenty-four (24) days of annual leave for a full year of employment.

2. There will be a 50 day limit to the amount of annual leave that a 12-month Unit II member can accumulate. Leave earned for the current year will be accrued in addition to this limit. However, no employee will be allowed to carry over more than the number of days previously designated for that year to the new leave year beginning September 1.

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

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

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

instances, an employee may use his/her personal or sick leave in order to appear in court.

D. For funeral attendance and bereavement, each certificated employee shall be granted up to five (5) calendar days of absence, excluding Saturday and Sunday and holidays, without loss of salary on the death of a child, parent, brother, sister, husband, wife, mother- or father-in-law, grandparent, brother- or sister-in-law, or anyone who has lived regularly in the household of the employee.

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

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

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

G. Personal Injury Leave

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

Such personal injury leave will not exceed twelve (12) calendar months and will cease when the period covered by Workers' Compensation has expired.

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

3. When an employee contracts lice, scabies or ringworm as a result of job related duties, the

employee shall be granted one (1) day of administrative leave in which to obtain the required treatment.

H. Personal Leave

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

2. These days will not be used the day before or the day following a holiday except in case of emergency. Personal leave will be granted upon 24 hours prior notification, with the approval of the appropriate supervisor. Such approval is to be given in the best interest of the educational program. Employees may accrue up to five (5) days of personal leave and may use up to five days in any one year. The employee will provide at least two weeks notice to the principal (except in case of emergency) when he/she plans to use more than three consecutive personal leave days. If the ten (10) or eleven (11) month employee does not

use his/her personal leave during the year, such that the balance exceeds five days, any days accrued in excess of five days will be credited to his/her accumulated sick leave at the beginning of the next fiscal year. If the twelve (12) month employee does not use all his annual leave, and the remaining accumulation exceeds the maximum as set forth in Article 20, Section 2, an amount not to exceed five (5) days will be credited to his accumulated sick leave at the end of August.

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

I. All certificated employees, on request, will be permitted to use one sick leave day per year for religious or ideological observances. The employee will notify his/her immediate supervisor at least 48 hours in advance of taking such leave.

J. Certificated Employees who become parent to a child through adoption or childbirth during the work year will be granted six weeks of parental leave. Such leave may be charged to the employee's sick, personal, or annual leave, at the option of the employee.

**ARTICLE 21
COMPLAINTS CONCERNING
SCHOOL PERSONNEL**

- A. As a general rule, complaints from parents and other community sources shall be dealt with at the lowest organizational level.
- B. Decisions on complaints shall not be made without consulting the subordinate against whom the complaint was lodged.
- C. In order to safeguard the rights of all persons involved, each will have the right and opportunity to attend all scheduled meetings concerning the complaint.
- D. In the event that a complaint is lodged against an employee, he/she shall be notified as soon as possible and be given all pertinent information unless prohibited by State or Federal law (i.e., child abuse).

**ARTICLE 22
TEACHER FACILITIES**

- A. Efforts will be made to provide the following facilities in schools where they are not available:
 - 1. Lockable space in each classroom in which teachers may store instructional supplies.
 - 2. A teacher work area containing adequate equipment and supplies for use in the preparation of instructional material.

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3. An adequately furnished room or rooms for use of teachers as a faculty lounge. This room will exist for the use of educators.

4. A serviceable desk and chair for the teacher in each classroom.

5. Well-lighted and clean employees' rest rooms separate from those provided for students.

6. Access to a telephone for local calls and access to a fax machine for local fax transmissions. Employees may use the school fax machine to send long-distance fax transmissions but will reimburse the school the billed long distance charges if the transmission is of a personal nature. Such personal use of the fax machine will not interfere with normal school business.

7. Teacher parking that is separate from student parking, where possible.

8. Access to a copier.

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

**ARTICLE 23
EMPLOYEE EVALUATION**

- A. All monitoring or observation of the work of an employee will be conducted openly.
- B. An employee will be given upon request a copy of any class visit or evaluation report prepared by his

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I. If the material in an employee's file is found by the Superintendent or his designee to be improper, incorrect, or unjust, the material shall be destroyed.

J. If the Board wishes to make changes in the evaluation instrument, the Board will notify and involve the Association in the development of such changes.

K. The school file kept by the principal or school administrator on an employee must be emptied of notes, correspondence, and all other material except for formal observations and evaluations signed by both the principal and the employee — when either the principal or the employee leaves the school, so as to not be prejudicial to the incoming or new administration.

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

ARTICLE 24 REDUCTION IN FORCE

A. Definition

Reduction in force (RIF) shall be defined as the termination of an employee because of one or more of the following reasons:

evaluator. No such report will be placed in the employee's personnel file without his prior knowledge.

C. No material derogatory to an employee's conduct, service, character, or personality will be placed in his personnel file unless the employee has had an opportunity to review such material. The employee will acknowledge that he has had an opportunity to review such material by affixing his signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof.

D. The Board agrees to protect the confidential nature of personal references, academic credentials, and other similar documents.

E. A formal evaluation of each professional employee shall be made at least once every two years and completed no later than June 1.

F. Observations and evaluations of employees who have not achieved tenure will be in accordance with procedures adopted by the local Board of Education and will not be inconsistent with the requirements of the State Board of Education and the statutory provision of The Public School Laws of Maryland.

G. Each employee who has not achieved tenure status will be observed at least four (4) times during the year.

H. Each employee who has not achieved tenure status is entitled to two formal evaluations each year.

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

B. Procedure

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

1. No tenured teacher will be terminated by virtue of his position being abolished if a provisionally certificated or a probationary teacher currently holds the same type of position.
2. If no such provisionally certificated or probationary teacher is currently holding the same type of a position, the Class II certificated unit member holding the same type of position will be terminated next in order.
3. The tenured teacher with the least service in Charles County in that type of position will be terminated next in order.
4. When a tenured teacher transfers from one type of position to another, he will be credited with his entire service in Charles County in the new position for reduction in force purposes.
5. Tenured teachers on leave will be treated in the same manner as active teachers with respect to

the provisions of this section pertaining to the termination and reemployment of teachers.

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

7. Seniority will be determined by:

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

b. The date of the employee's signature on the contract.

C. Recall

1. Tenured teachers whose positions have been terminated under this section shall be reemployed in cases where future vacancies develop in positions for which they are qualified with the teacher who was released most recently being eligible for the first vacancy.
2. Recall privilege shall exist for a three-year period.
3. If the unit member has been recalled and rejects the offer of a position, the member shall be

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

B. Provisions for Review

Any action taken under these provisions by non-tenured employees will not be subject to the grievance procedure; however, it shall be subject to the statutory rules and the regulations covering these matters.

ARTICLE 25

COLLABORATIVE DECISION-MAKING

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

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

problems, define goals, implement programs, and plan staff development activities.

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

ARTICLE 26

IMPLEMENTATION RESPONSIBILITY

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

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

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

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

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

**ARTICLE 27
PRIVATIZATION**

The Board of Education of Charles County hereby affirms that while it will make every attempt to protect employee jobs, it may become necessary or desirable to contract out educational services and/or processes which might displace Unit I or Unit II employees. In the event of such an occurrence, the Board will inform the Education Association of Charles County prior to entering into such contracts.

**ARTICLE 28
ACADEMIC FREEDOM**

In performance of their teaching functions, teachers shall be responsible to provide students the opportunity to investigate all facts, sides, and/or opinions of and about any and all topics and materials introduced or presented and shall have a special responsibility to provide such opportunity with regard to those which are or may be of a controversial nature. Such material presented to students must be relevant to the basic content of the course and appropriate to the maturity level and intellectual ability of the students. The teacher shall also be responsible to ensure that students are permitted to express their views and opinions to others and to encourage students to examine, analyze, evaluate, and synthesize all available information about such topics and materials and to encourage each to form his/her own opinion of others and for the right of individuals to form and hold differing views and opinions. The basic content of a course and

provisions for its implementation and supervision shall be the responsibility of the Board.

**ARTICLE 29
DURATION AND SEVERABILITY**


- A. This Agreement shall remain in full force and effect until June 30, 2006, and incorporate the entire understanding of the parties on all matters which were the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any matter, whether or not covered by this Agreement, except as provided in ruling by the State Board of Education.
- B. In the event the contract is not funded for the given year, negotiations, at the request of the Association, will be reopened on those items not funded as well as the length of the work year.
- C. In cases of conflict between provisions of this agreement, State Board of Education Bylaws, and the Public School Laws of Maryland, the latter takes precedence over the provisions of this Agreement.
If any provision of this Agreement or any application thereof is held to be contrary to law by a court of competent jurisdiction, such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet not later


than fifteen (15) days after any such holding for the purpose of renegotiating the provisions affected.

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

In witness whereof, the parties hereto set their hands and seals this 10th day of June, 2003.

ASSOCIATION



Beth Thomas, President
Education Association of
Charlotte County


Mary McDonald, Chief Negotiator
Education Association of
Charlotte County


Elizabeth Barnes Brown
Team Member


Elizabeth Barnes Brown
Team Member

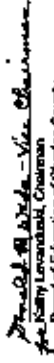

William Francis
Team Member


Donald Troutman
Team Member


Shannon A. Young
Team Member

BOARD


Joseph S. ...
Charlotte County Public Schools


...
Board of Education of Charlotte County


Keith A. Helms, Chief Negotiator
Board of Education of Charlotte County


...
Team Member


...
Team Member


Eric B. Schwartz, Engage
Team Member