

AGREEMENT

between

THE CALVERT EDUCATION ASSOCIATION

and

THE BOARD OF EDUCATION OF CALVERT COUNTY

July 1, 2016 to June 30, 2020

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Article 1
Recognition

- 1.1 The Board of Education of Calvert County, hereinafter referred to as Calvert County Public Schools or “CCPS” or "employer", recognizes the Calvert Education Association, hereinafter referred to as the "Association", as the sole and exclusive negotiating agent for all certificated employees with regard to salaries, wages, hours, and other working conditions.

- 1.2 Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all professional employees, including, but not limited to, teachers holding a conditional teaching certificate, second class teaching certificate, standard professional certificate, advanced professional certificate, and/or national certificate and retire/rehire teachers, represented by the Association in the negotiating unit. The list of professional employees covered by this agreement is attached as an addendum. The addendum will be updated by CCPS as positions are added, deleted or revised and upon request sent to the Association.

Addendum to Article 1

Classroom Teaching Positions		Non-Classroom Positions
AC/Plumb/Heat	Reading	Adaptive PE
Academy of Health Professions	Reading/Language Arts	Asst Tech Specialist
Art	Science	Activites Director
Auto Mechanics	Social Studies	Audiologist
Business	Special Education	Autism Specialist
Carpentry	Sr. Naval Science	Autism Spectrum Facilitator
Computer Asst Drafting	Technology Education	Dean
Computer Programming	Welding	Diag Prescriptive Teacher
Computer Science	World Language	Guidance Counselor
Core Lead		IEP Facilitator
Cosmetology	Regional Program Teaching Positions	Learning Specialist
Dance	Adaptive PE	Medicaid/SSIS/DATA Mgt
Drama	Alternative Ed	Nonpublic Specialist
Early Childhood	Alternative Ed Teacher SE	Occupational Therapist
Electricity	Autism	Physical Therapist
Electronics/Computer Repair	CHESPAX	Psychologist
Elementary	Child Find/Inf. Toddler Program	Pupil Personnel Worker
English	ESOL	School Social Worker
English Language Arts	Hearing Impaired	SE Math Specialist
Family/Consumer Science	SE Functional Skills	SE Reading Specialist
Food Production Management	SE Integrated Academics	Special Education Instruction and Compliance Teacher Specialist
Food Production/Mgr	SE K	Speech Pathologist
Gateway to Technology	SE Pre-K	Teacher of the Visually Impaired
Graphic Arts	SP Kindergarten	Teacher Specialist
Health	Special Education-BDP	TRANS/ALT-MSA
Health Occupations	Special Education-ISLE	
Kindergarten	Special Education-SEAT	
Masonry/Home Improvement	Infant and Toddler	
Mathematics	Title I	
Media Specialist	Title I Collaborative Teacher	
Music	Title I Tutor/Teacher	
Music/Band		
Music/Chorus		
Music/Strings		
Naval Science Instructor		
PE/Health		
Physical Education		
Pre-Kindergarten		
Pre-Nursing		
Project Lead the Way		

Article 2
School Board Authority

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

Article 3
Grievance and Arbitration Procedures

Section 1. Definitions

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

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

"Days" shall mean working days.

Section 2. Procedure and Steps

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

Step 1.

The school principal and/or his/her designated representatives, or the immediate supervisor and/or his/her designated representatives shall have twenty (20) days to give a written decision after receipt of the grievance.

Step 2.

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

Arbitration Procedure

Any grievance concerning the alleged violation, misinterpretation or misapplication of any provision of this Agreement that has been properly processed through Steps 1 and 2 of the grievance procedure as set forth above and has not been settled or waived, may be appealed to arbitration by the Association by serving written notice on Calvert County Public Schools (CCPS) within twenty (20) days after the Superintendent's answer at Step 2 of the said grievance procedure. If the Association fails to serve such notice of its intention to arbitrate within this time limitation, it shall be deemed to have waived the arbitration and the grievance shall be considered settled.

Other Provisions

1. Selection of Arbitrator

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

2. Jurisdiction of Arbitration

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

3. Arbitration Expenses

The Association and CCPS shall each bear its own expenses in these arbitration proceedings, except that they shall share equally the fee and other expenses of the arbitrator in connection with the grievance submitted to him/her.

4. Released Time

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

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

Section 3. Association Representation

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

Any individual employee or group of employees shall have the right at any time to present grievances to the employer and to have such grievances adjusted, without the intervention of the Association as long as the adjustment is not inconsistent with the terms of the Agreement, and the Association has been given opportunity to be present and make statements at such adjustment. No grievance may be submitted to arbitration without the consent of, and representation by the Association.

Section 4. No Reprisals

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

Article 4
Association Rights

- 4.1 The Association will have the right to use school facilities for non-commercial purposes, as approved in advance by the principal. The Association shall bear the cost of overtime payment to the building service worker/s if such building service is necessary.
- 4.2 There will be one (1) bulletin board or bulletin board area reserved for the Association in each school, with location to be approved by the principal, for the purpose of displaying its official notices, circulars, and other such materials.
- 4.3 The Association will have the right to place official rosters, circulars, and other materials in teachers' mailboxes and in the distribution boxes in the central office, so long as it does not interfere with the distribution of the materials of the school system. The Association shall have the right to send official Association messages to teachers' electronic mailboxes. All Association materials distributed in the school system shall be identified by the Association and approved by the Association president or his/her designee before distribution. The Association will have the right to a mailbox at the offices of Calvert County Public Schools (CCPS).
- 4.4 CCPS shall provide the Association with an electronic file listing all teachers in the system on or before September 15. This list shall include name, position, salary, hire date, and job location. Name and schools of all teachers newly employed will be provided to the Association promptly upon receipt of the signed teacher's contract. Such information is not to be used for commercial purposes.
- 4.5 CCPS shall provide the Association a list of names of bargaining unit members. This list shall be provided at the request of the Association, no more than three (3) times per year.
- 4.6 Duly authorized representatives of the Association shall be permitted to meet with teachers during or after school hours as approved by the principal in designated areas.
- 4.7 Association officers and/or representatives shall be permitted to draw upon a leave pool of fifty (50) full days for use in Association business with twelve (12) substitute days paid by CCPS and thirty-eight (38) substitute days paid by the Association for use in Association business. Any additional leave will require the approval of the Superintendent in advance and satisfactory arrangements for substitutes. Any necessary substitute expense shall be borne by the Association. The use of the aforementioned leave shall require the approval of an officer of the Association.

Association leave will not be used for joint CEA/CCPS committees and CCPS sponsored committees requiring CEA participation. Such leave will be provided by CCPS.

- 4.8 All members of the bargaining unit hired on or after July 1, 2004 shall be required to either join the Association or pay a representation fee in an amount not to exceed the membership dues in the Association and its affiliates. CCPS agrees to deduct from teachers' salaries membership dues or the Fair Share Representation fee.

CCPS will distribute a CEA information packet, at the time of hiring that provides information about CEA membership, the Fair Share Representation fee including a CEA membership application form. The Association will provide to those individuals who have not joined the Association the legally required Hudson packet prior to the deduction of the fee.

A. Membership Dues

- 1. For employees who elect to join the Association, CCPS agrees to deduct from teachers' salaries membership dues as follows: The Association will deliver to CCPS by September 15 forms signed by the teachers authorizing CCPS to deduct from their salary their professional dues in the Calvert Education Association, the Maryland State Education Association and National Education

Association. The deductions shall be made in nineteen (19) equal installments, beginning with the salary check issued on or about October 1 of each year. This authorization shall be valid as long as such signators are employed in the Calvert County schools, unless they countermand it in writing to the Association and CCPS prior to September 5 of any school year. In case of resignation within a school year, the balance due that year will be deducted from their final salary check.

2. The Association will certify to CCPS in writing the current rate of membership dues. Association will give CCPS fifteen (15) days written notice prior to the effective date of any change in the rate of dues.
3. No later than November 1 of each year, CCPS will provide the Association with a list of those teachers from whom dues were deducted on the October payroll.
4. CCPS agrees to transmit such monies promptly to the Association.
5. CCPS shall be indemnified and saved harmless by the Association against any and all claims, demands, suits, or any other forms of liability that shall rise out of or by reason of action taken or not taken by CCPS for the purposes of complying with any of the provisions of this section, or in reliance of any list, notice or assignment furnished under any such provisions.

B. Fair Share Representation fee

1. For employees who were hired on or after July 1, 2004 who do not elect to join the Association, CCPS agrees to deduct from teachers' salaries 100% of the Fair Share Representation fee as follows: There shall be no written or signed approval form required for the deduction of the Fair Share Representation fee from employees' salary. The deductions shall be made in nineteen (19) equal installments, beginning with the salary check issued on or about October 1 of each year. In case of resignation within a school year, the balance due that year will be deducted from their final salary check.
2. No later than November 1 of each year, CCPS will provide the Association with a list of those teachers from whom Fair Share Representative fees were deducted on the October payroll.
3. CCPS agrees to transmit such monies promptly to the Association.
4. Employees who were hired prior to July 1, 2004 will be exempted from the representation fee.
5. The Association will certify to CCPS in writing the current rate of Fair Share Representation fee. The amount of the fee will be computed in accordance with the provisions of Section 6-407 of the Education Article of the Annotated Code of Maryland. The Association will provide CCPS in writing with the amount of the fee by September 15 of each year. The Fair Share Representation fee shall be reflective of expenses incurred by the Association in negotiations, contract administration, including grievances and other chargeable activities as provided in the law. The representation fee will not include the cost of political or ideological activities unrelated to collective bargaining, other activities not germane to collective bargaining, or benefits or activities available to or benefiting only Association members (e.g., member-only insurance programs).
6. Within five (5) days after notifying CCPS of the amount of the Fair Share Representation fee and prior to the first deduction, the Association will send a written communication to each employee in the unit who is required to pay such a fee under this Agreement. This communication will inform the employee, among other things:
 - i. of his or her obligation to pay a Fair Share Representation fee to the Association;

- ii. of the amount of the Fair Share Representation fee and the manner in which it was determined;
 - iii. of the requirement to have the fee deducted from his or her salary. The mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of membership dues to the Association;
 - iv. of his or her right to object to the Fair Share Representation fee as well as the process to file an objection.
 - 7. Bargaining unit members may object to the calculation of the Fair Share Representation fee or object to the payment of the fee based on religious reasons.
 - 8. An employee who objects for reasons related to religious beliefs shall not be required to pay the Fair Share Representation fee to the Association and instead shall be required to submit a written statement setting forth the basis of his or her religious objection. The employee will pay the equivalent amount of money to an organization approved and listed on the U.S. Office of Personnel Management "Combined Federal Campaign". The employee must provide written proof of payment to the approved substitute organization to the Association by September 5 each year, the Association will provide to the Board a list of employees who have been granted this exception by September 15 each year.
 - 9. CCPS shall be indemnified and saved harmless by the Association against any and all claims, demands, suits, or any other forms of liability that shall rise out of or by reason of action taken or not taken by CCPS for the purposes of complying with any of the provisions of this section, or in reliance of any list, notice or assignment furnished under any such provisions.
- 4.9 The rights and/or privileges granted to the Association in this Article will not be granted to any other teachers' negotiating agent during the terms of this Agreement.
 - 4.10 In any building site where a site-based decision committee or other committees including advisory committee, faculty advisory committee, school improvement team, or accreditation committee exist, an Association member/s shall be given an opportunity to serve on the committee/s.
 - 4.11 The Superintendent shall provide opportunities as appropriate for Association participation on curricular and administrative committees as they are formed.
 - 4.12 CCPS agrees to the Association having the right to a full time released President with the Association paying the salary and benefit costs. The President, upon return to CCPS, is guaranteed the position they occupied prior to their leave if available or another position in their area of certification.
 - 4.13 The Association shall have the opportunity to meet regularly with the Superintendent to discuss issues of mutual interest.
 - 4.14 The Association will be given the opportunity to make recommendations on or about November 15 of each year to the Superintendent concerning the school calendar prior to its adoption.
 - 4.15 The Association will have the right to participate in the CCPS Calendar Committee or any similarly situated Committee on the school calendar.
 - 4.16 During the first orientation day for new teachers, CEA will be provided up to ten (10) minutes on the meeting agenda to present CEA's purposes and activities. Additionally, CEA will be permitted to have an exhibit table during both orientation days for new teachers.

Article 5
Employment and Assignment

- 5.1 All teachers on duty as of June 1 will be given written notice of their salary for the forthcoming school year not later than July 30, or within two (2) weeks following budget approval by the fiscal authorities, whichever is later.
- 5.2 The principal will notify teachers in writing of their projected class and course assignment by the end of the school year. All teachers reporting on and after June 1 of any calendar year will be assigned for the ensuing school year and notified as soon as feasible. In the event that changes in class and/or course assignments are made after the end of the school year, all teachers affected will be notified promptly in writing.
- 5.3 In the best interest of teaching and learning, reasonable effort shall be made to assign teachers to subjects or grades or other classes within the scope of their teaching certificates or their major or minor fields of study. If teachers holding professional certificates are assigned to subjects or grades or other classes outside the scope of their teaching certificate or their major or minor fields of study, they shall be notified promptly in writing following the decision, stating the reason(s) for the assignment.
- 5.4 In arranging schedules for teachers who are assigned to more than one (1) school, an effort will be made to limit the amount of inter-school travel. Teachers shall be notified of any change in their schedules as soon as practicable. Reasonable effort will be made to provide sufficient time for travel, arrival, and departure.
- 5.5
- A. A notice of initial vacancies for summer school, mentor program, extended school year and other county-wide programs as authorized by the Superintendent shall be posted on Calvertnet at least two (2) weeks before interviews for these vacancies begin. When a vacancy is posted on Calvertnet, an email notice shall be sent to all staff. The Association shall receive an email notice when a vacancy is posted on Calvertnet.
 - B. In assigning teachers to the vacancies in item 5.5A, teachers will have the opportunity to participate in a competitive interview process for known vacancies and with all other factors substantially equal such as satisfactory summative evaluations, educational level, specific training and experience related to the vacancy, and certification including subject field and grade level, preference will be given to the teacher with the greatest seniority in Calvert County Public Schools (CCPS).
 - C. All positions for the 2016 summer school program will be considered as vacancies.
 - D. Following summer 2016, a vacancy, as specified in item 5.5A, shall be defined as an opening that has occurred as a result of a teacher resigning from a position, a documented inadequate performance, or a new position.

Article 6
Teaching Hours and Working Conditions

- 6.1 All teachers will be assigned appropriate starting and dismissal times, provided that the total regular workday for teachers will be no longer than seven and one-half (7 1/2) consecutive hours, including the duty-free lunch period, except in the case of emergency.
- 6.2 The acceptance of school-related responsibilities beyond the workday shall be voluntary except (a) in the case of an emergency; (b) one (1) day each month may be set aside for a general faculty meeting and/or professional development activity which shall not exceed one (1) hour beyond the work day except in the case of an emergency; (c) in special circumstances, an additional faculty meeting may be scheduled, provided that the teachers affected shall receive one (1) week notice as to the date and purpose of the meeting (meetings scheduled pursuant to this sub-section shall not exceed one (1) hour in duration beyond the regular workday); (d) except in case of an emergency, teachers will not be required to stay beyond the duty day for meetings on Fridays, the day before a holiday, days designated for report card preparation, or on the day before a non-teacher work day.
- 6.3 The work year of teachers regularly employed on the ten (10) month basis and covered by the basic salary schedule shall be determined by the official school calendar and shall not exceed 190 teacher days. Teachers who are newly employed in Calvert County Public Schools (CCPS) shall work 192 teacher days. Ten and three-quarters (10 ³/₄) month teachers shall be required to work a maximum of 205 days per year. Eleven (11) month teachers shall be required to work a maximum of 210 days per year. Twelve (12) month teachers shall be required to work a maximum of 230 days per year.
- 6.4 Each teacher shall be assigned a duty-free lunch period of not less than thirty minutes. Travel time with students to and from the lunch room will not be included in this thirty minute period. Teachers shall have the right to leave the building during this time provided they notify the office when leaving and upon returning.
- 6.5 Under no circumstance will a teacher be required to transport students.
- 6.6 A. Each elementary teacher shall have a daily forty-five (45) minute, uninterrupted period for preparation and planning during the student day. On abbreviated days such as early dismissal or late arrival, teacher planning time will occur; however, it will be less than forty-five (45) minutes.
- B. Each secondary teacher shall be scheduled one (1) period or its equivalent per day during the pupil day for preparation and planning. Any teacher seeking release from such preparation period may so inform his/her principal. On abbreviated days such as early dismissal or late arrival, teacher planning time will occur; however, it will be less than one (1) standard period.
- C. Every effort will be made to provide a planning period to affected teachers on days when teachers participate in a CCPS curriculum required field trip or professional development.
- D. A joint task force of two (2) elementary principals, two (2) elementary teachers, two (2) middle school principals, two (2) middle school teachers, two (2) high school principals, two (2) high school teachers, and departmental directors/designees, as needed, will study planning time and provide recommendations to the Superintendent of Schools on or before March 15, 2017. CEA will appoint one (1) teacher at each level (i.e. elementary, middle school, high school). CCPS will provide leave for teachers who participate in meetings as committee members.
- 6.7 The Board will make every effort to provide a substitute in the event that a teacher is absent for one or more half days.

At the beginning of each school year, teachers will be surveyed to identify those who would like to substitute during their planning in the event a substitute cannot be secured.

Teachers shall not be required to serve as substitutes during their planning period except when a substitute or teacher volunteer cannot be secured.

- 6.8 Classroom teachers shall not be required to obtain substitutes.
- 6.9 Whenever schools open two hours late due to inclement weather, teachers will arrive two hours after the regularly scheduled start time of their contractual work day. Whenever schools dismiss two hours early due to inclement weather, teachers will leave two hours before the regularly scheduled end time of their contractual work day.
- 6.10 Teachers shall not be required to report to school on days when schools are closed due to inclement weather or other "officially declared" emergencies.
- 6.11 Classroom teachers shall not be required to collect money from students for non- educational purposes.
- 6.12 Teachers will not be asked to search for bombs or other explosives.
- 6.13 Teaching areas will be adequately lighted, ventilated, and heated. CCPS shall comply with applicable state and federal regulations with regard to safe and healthful working conditions. When the building administrator in consultation with the teacher/s and a qualified professional judges a room or an area to be an immediate health or safety hazard, the room or area will be closed until the hazard has been corrected.
- 6.14 Upon request, a teacher must be provided with the proper form to request air quality testing in his/her building. The complete report of any air quality testing shall be sent to the initiate and to the Association.
- 6.15 CCPS and the Association recognize and value the importance of parent teacher association events and other school-related activities, which they acknowledge foster better parent-teacher relationships and impact student achievement.
- 6.16 The parties recognize the importance of lesson planning adjusted to the varying needs of students; therefore, there shall be no system-wide prescribed format for lesson plans. Written lesson plans, including those in digital format, will reflect evidence of planning and be aligned with Calvert County Public Schools curricula.
- 6.17 On the two (2) hour early dismissal and/or late arrival days for students designated as teacher work time on the Board approved School System Calendar, before student arrival or after student dismissal is complete, teachers may opt to work the beginning or the remainder of the day off-site, in an environment that is conducive to work, with notification to their immediate supervisor unless otherwise specified in this article.

For the 2016-2017 school year, there will be a total of eight (8) two (2) hour early dismissal or late arrival days for students designated as teacher work time, one (1) day of which shall be designated as SLO work time for teachers onsite, and one (1) day which shall be designated as principal-directed time onsite. Supervisors and/or administrators will be available to assist teachers upon request.

If the State mandated requirements for SLOs are changed and are not replaced with another State and/or County mandate then the one (1) two-hour early dismissal or late arrival day for students may be used for principal-led professional development.

If any of the above work times are scheduled on a day when schools are delayed or closed due to inclement weather/emergency, every effort will be made to reschedule the two (2) hour block.

- 6.18 During the August pre-service days, three (3) designated consecutive hours which will occur during the last three (3) contractual hours of the work day will be provided for teachers to complete the system-required online compliance training. Teachers may opt to work the designated time off-site in an environment that is conducive to

work, with notification to their immediate supervisor. The online compliance training will be available for the teacher bargaining unit members by August 1.

- 6.19 Reasonable efforts will be made to provide teaching areas with appropriate technology and software to support the instruction of students. CCPS will provide ongoing technical support and training as necessary.
- 6.20 During the August pre-service days, the equivalent of seven (7) designated hours will be provided for teachers to complete classroom preparation for the upcoming school year. Two three and one-half (3 ½) hour blocks will be provided for classroom preparation time.
- 6.21 Secondary principals shall make a good faith effort to assign teachers in a manner that minimizes the number of class preparations to the extent possible and allows for a permanent room assignment.

Article 7
Employee Facilities

As budget and facilities permit, Calvert County Public Schools (CCPS) shall make available to each school the following:

- 7.1 A desk, chair, file cabinet, and a computer shall be provided for each teacher, including teachers who float. Reasonable efforts will be made to continue to provide to teachers interactive technology that enhances instructional practice.
- 7.2 Private telephone facilities shall be made available to teachers for their reasonable use.
- 7.3 Adequate storage space in each classroom, where appropriate.
- 7.4 An appropriately furnished room to be reserved for the use of teachers as a faculty room. Furnishings will include dining tables and chairs.
- 7.5 Well-lighted and clean teacher restrooms reserved for their use.
- 7.6 A teacher work area containing equipment and supplies to aid in the preparation of instructional materials.
- 7.7 Vending machines shall be installed in the school's faculty lounge as approved by the principal, provided that said approval will not be denied without cause.
- 7.8 At least one computer with appropriate software and Internet connection in each classroom, as well as access to a printer, for exclusive use of teachers.
- 7.9 Lockable storage for teacher use shall be provided.

Article 8 Teacher Rights

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

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

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

- 8.5 Following receipt of a written reprimand for misconduct, a teacher may request a meeting with his/her administrator and/or supervisor and Association representative and/or legal counsel; the purpose of which is to clarify expectations for change pursuant to the written reprimand.
- 8.6 Upon notification of suspension or termination, a teacher may request a hearing before the Board of Education as provided in the Education Article of the Annotated Code of Maryland, Section 6-202. If the teacher remains on leave and requests a hearing, the teacher shall continue to be paid at a rate of 70% of their pay until the Board renders a decision or until 100 duty days after the hearing request, whichever comes first. If a teacher's case is upheld, salary lost during the suspension shall be paid to that teacher.
- 8.7 In any reduction in the bargaining unit as the result of budgetary action or curriculum and/or administrative reorganization in the following order:
- A. No tenured teacher shall be laid-off until all certificated non-tenured teachers in their field(s) of certification have been laid off
 - B. No certificated non-tenured teacher shall be laid-off until all conditional certificated teachers in their field(s) of certification have been laid off.
 - C. Tenured teachers shall be laid off based on:
 - i. certification, including subject field and grade level,
 - ii. less than effective summative evaluations, and
 - iii. seniority (length of service in the Calvert County School System).

- D. Tenured teachers on lay-off (for a maximum period of two years) shall be recalled when vacancies become available based on:
 - i. certification, including subject field and grade level,
 - ii. seniority
 - iii. less than effective summative evaluations.

- 8.8 CCPS and the Association shall comply with the provisions of the Public School Laws of Maryland, which renders unlawful discrimination with regard to race, color, religion, gender, age, ancestry or national origin, familial status, marital status, physical disability, mental disability, sexual orientation or genetic information.

- 8.9 When possible, complaints from parents and other community sources shall be dealt with at the lowest organizational level.

- 8.10
 - A. When any verified complaint regarding an employee is made to a supervisor, principal, or other administrator, such complaint will be promptly referred for investigation at the lowest administrative level and called to the attention of the employee.
 - B. The employee will be given the opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association and counsel at any meeting or conference between the teacher and supervisor regarding such complaint. A complaint is a negative comment or inquiry regarding behavior of an employee by a person not in the employ of the school system, or not acting in the role of employee if employed by Calvert County Public Schools. The complaint may be oral or written.
 - C. Prior to the start of an investigation, the employee will be informed of the nature of the complaint. Upon request, the employee will be provided written notification of known allegations against him/her.

- 8.11 The Association will be notified in writing of any reduction in the bargaining unit two weeks prior to official announcement.

Article 9
Teacher Evaluation

- 9.1 All observations will be conducted openly and with full knowledge of the teacher. A rated observation will be followed by a conference within five (5) work days of the observation, and the teacher will receive a copy of the rating form at or before the conference. Complete guidelines for the observation and evaluation of teachers can be found on Calvertnet.
- 9.2 Non-tenured teachers will be observed at least four (4) times each year.
- 9.3 Non-tenured teachers will have at least two (2) formal conferences per year.
- 9.4 At the time of an intermediate and/or summative evaluation, a conference will be held and the teacher will receive a copy of the written evaluation upon teacher request.
- 9.5
- A. Formal evaluation shall be based exclusively on the criteria in the evaluative instrument. The summative evaluation will reflect a formal evaluation of the teacher's performance for the entire observation year and will include comments reflecting strengths where appropriate, the rationale for an unsatisfactory rating, and specific recommendations for improvement. Specific recommendations must be provided in writing.
 - B. Once the final evaluative instrument is presented, discussed with the teacher, and signed by both the teacher and evaluator, no additional changes will be made to this document.
 - C. All evaluative criteria and standards must be in place for the teacher evaluation/observation process, and teachers must be advised of all evaluative criteria and standards to be used prior to their summative evaluation conference, unless there are legislative and/or regulatory changes.
 - D. Following an observation or evaluation conference, the teacher shall have the right to a meeting to discuss the recommendations for improvement with the principal and/or supervisor. The teacher must request the meeting within fifteen (15) workdays. The teacher will have the right to have Association representation and/or counsel present during this meeting which must be held within fifteen (15) working days of the request.
- 9.6 Written comments may be made by the rater and/or by the teacher. Provision will be made for the teacher's signature to indicate that he/she has seen the rating. The teacher will acknowledge that he/she has had the opportunity to review the observation, evaluation report(s) or related materials by affixing his/her signature or initials to the copy to be filed, with the express understanding that said signature or initials neither indicates agreement nor disagreement with the contents.
- 9.7 Teachers will have the right, upon written notice on the appropriate form, to review materials in their personnel file. A representative of Calvert County Public Schools (CCPS) shall be present at the review to insure protection of records. The teacher may be accompanied by an Association representative. At the teacher's expense, a copy of materials in his/her personnel file shall be provided.
- 9.8 Material derogatory to a teacher's conduct, service, character or personality will be placed in his/her personnel file only if justified and the teacher has had an opportunity to review the material and to attach a response. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature or initials to the copy to be filed, with the express understanding that such initialing neither indicates agreement nor disagreement with the contents thereof.
- 9.9 CCPS may exclude from a review by the teacher: college placement records, recommendations secured at the time of employment, and confidential material which the employer may exclude from review pursuant to

Maryland law or State Board of Education policy.

9.10 No teacher shall be observed/evaluated while teaching the class of an absent teacher.

9.11 Classroom observations of teachers who are teaching a class outside their area of certification may be both formal and informal, but will not be used as the primary basis for that teacher's final evaluation unless the majority of that assignment is outside his/her area of certification.

- 9.12
- A. In order to promote continuous self-improvement, teachers will be notified as soon as possible of areas of concern in performance and will be offered the opportunity for improvement.
 - B. If a teacher receives a rating of "ineffective" on the professional practice and/or student growth portion of the overall rating, the teacher's immediate supervisor(s) shall meet with the teacher to develop an Intensive Development Plan for improvement and to ensure subsequent counseling and assistance.

As part of a plan of assistance, a teacher with an Intensive Development Plan or Second Class status will be assigned a teacher mentor.

In developing the Intensive Development Plan, the employee shall have the right to consult with a CEA representative prior to the approval of the Intensive Development Plan, in the timeframe specified by the posted CCPS schedule for plan development.

The Intensive Development Plan shall include the following:

- Goals for Improvement Aligned to Professional Practice or Student Growth
- Employer/Employee Activities to Address the Goals for Improvement
- Implementation Timeline
- Signatures of the teacher and his/her immediate supervisor(s)

- C. If a teacher receives a rating of "developing/needs improvement" on the professional practice and/or student growth portion of the overall rating, the teacher's immediate supervisor(s) shall meet with the teacher to develop a Professional Development Plan for improvement and to ensure subsequent counseling and assistance.

The Professional Development Plan shall include the following:

- Goals for Improvement Aligned to Professional Practice or Student Growth
- Employer/Employee Activities to Address the Goals for Improvement
- Implementation Timeline
- Signatures of the teacher and his/her immediate supervisor(s)

9.13 All non-tenured teachers will be assigned a mentor.

9.14 Any issues, changes, modification, adjustments regarding any part or portion of the teacher observation/evaluation process will be mutually discussed by the Association and CCPS.

9.15 No tenured teacher shall be terminated from employment as a result of an ineffective rating based solely on student growth in a given year.

9.16 Evaluation Instruments:

The CCPS and the Association Evaluation Committee will continue to jointly review the observation and evaluation instruments and make recommendations for revisions based on any regulatory or guidance changes. Every effort

will be made to develop observation and evaluation instruments which are mutually agreed upon by both parties.

Article 10
Non-Promotional Transfers

- 10.1 No later than March 1, a list of anticipated non-promotional vacancies which will occur during the following school year shall be posted on Calvertnet and an email notice shall be sent to all staff. The Association shall receive an email notice when a vacancy is posted on Calvertnet.
- 10.2 All members of the bargaining unit shall have the right to request a non-promotional transfer. This includes regional programs or non-classroom teacher assignments. Positions listed in the Addendum to Article I will be delineated by regional program teaching positions, classroom teaching positions, and non-classroom teaching positions by September 1 of each year.
- Teachers who desire a change in grade/or subject assignment within their current building shall make their interest known to their building administrator.
- 10.3
- A. On or before February 1, the non-promotional transfer request process will be made available, and teachers will be notified of its availability via email. Teachers who desire to transfer to another building, including the Central Office, shall complete the online, non-promotional transfer request application form indicating desired grade level, subject teaching area, non-classroom teaching position, and/or school preference and submit to the Director of Human Resources not later than March 5 of each year.
 - B. The online, non-promotional transfer request application form shall be the only documentation teachers are required to submit.
 - C. After March 5 and no later than June 15, a teacher who completed his/her non-promotional transfer request submission for the following school year will have the opportunity to interview for known vacancies at a preferred school, including the Central Office, provided the teacher holds proper certification/licensure at the time the request was submitted.
 - D. A teacher who declines an offer will still be considered for other non-promotional transfer opportunities as requested. Once a teacher accepts a non-promotional transfer offer, the teacher will not be considered for further non-promotional transfer opportunities for the upcoming school year.
 - E. In filling known vacancies between March 5 and June 15, the interview process for current teachers requesting non-promotional transfers will be completed prior to consideration of outside candidates. Between June 16 and July 31, teachers requesting non-promotional transfers will be considered simultaneously with outside candidates.
 - F. Employees offered a transfer shall have no less than two (2) working days to respond after being notified by direct verbal contact or contact to a CCPS email address. Transfer requests will be kept on file until September 30 of each year.
- 10.4 No later than May 15, a supplemental list of known vacancies which will occur during the following school year shall be posted on Calvertnet and an email shall be sent to all staff. The Association shall receive an email notice when a vacancy is posted on Calvertnet.
- 10.5 In filling non-promotional vacancies, and with all other factors substantially equal such as interview ratings, evaluations, educational level, and specific training, preference will be given to the teacher with the most seniority in the local system currently employed by CCPS and certified in the area of the vacancy.
- 10.6 In the event that a request for voluntary transfer is not granted, the teacher shall upon request be informed as to the reasons for the denial.

- 10.7
- A. Administrative Transfer
The Superintendent has the authority to assign staff via administrative transfer in order to meet the needs of the system.
- B. Involuntary Transfer
CCPS may decide to make an involuntary transfer to support the needs of the school system.
- An involuntary transfer will be made only after a meeting between the employee involved and the appropriate administrator, at which time the employee will be notified of the rationale for the transfer. If the decision stands following the employee/administrator meeting, the final assignment and rationale shall be summarized in writing.
 - In the event that a teacher objects to the transfer discussed at the meeting, upon his/her written request, the Superintendent or designee shall meet with him /her. This meeting in no way shall delay the implementation of the involuntary transfer.
 - Whenever involuntary transfers occur, volunteer(s) shall first be sought (an employee who volunteers for an involuntary transfer will be given the same considerations in determining the school transfer as is given to other voluntary transfers). If no volunteers are identified, factors such as certification, experience, and subject matter expertise will be considered.
 - A teacher transferred involuntarily out of his/her certificated/licensed area will not be reduced in salary.
 - An employee being involuntarily transferred or reassigned shall have the right to apply for any vacancy for which he/she is properly certificated.
 - Employees involuntarily transferred or reassigned have the right to request and to return to the school from which they were transferred should a position for which they are qualified or become available no later than July 30.
 - A teacher who is transferred involuntarily after the beginning of the school year will be given at least two full days without students or other assignments in order to perform some of the professional responsibilities required to adequately prepare for his/her transfer.
- 10.8 In any reduction in building teacher staffing, and with all other factors substantially equal such as evaluations, educational level, certification/licensure and specific training, first non-tenured teachers and second tenured teachers shall be transferred based on seniority (length of service in the Calvert County School System).
- 10.9 On October 1 and March 1 of each school year, CCPS shall provide the Association a current seniority list of teachers to include name, location, full time equivalency, date of hire, and certification.

Article 11 Promotions

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

Article 12
Sick Leave

- 12.1 Each teacher shall be allowed minimum sick leave at the rate of one (1) work day per month, the annual total of which shall be available at the beginning of the school year. The maximum number of sick leave days which may be accumulated shall be unlimited.
- 12.2 Upon written request, Calvert County Public Schools (CCPS) shall advance sick leave days which will be charged against subsequent accrual, provided that the number of days advanced will not exceed ten (10) days. A teacher who has a deficit in sick leave shall not be advanced sick leave. Advanced sick leave will not be applied retroactively to absences that occurred prior to the approval date. A teacher, upon termination of services with CCPS, who has any sick leave indebtedness, shall have the amount of such indebtedness deducted from the final salary check(s).
- 12.3 The Superintendent or designee may require a doctor's certificate of illness from the teacher's personal physician(s) and/or the examining physician(s) of the Board of Education whenever there is a reasonable cause to believe that an absence that exceeds three (3) days is not due to a bona fide illness or when an established pattern of leave usage has occurred.
- 12.4 Sick leave may be used for personal illness, illness in the family or dental and medical appointments which cannot be made outside of working hours.
- 12.5 Teachers transferring into the Calvert County Public School System shall be allowed to transfer from other Maryland Public School Systems up to a maximum of 180 unused accumulated sick leave days.
- 12.6 Accumulated sick leave prior to leaves of absence will be restored to all employees returning from approved leaves of absence.
- 12.7 Teachers shall, at their request, be allowed to use sick leave for absence due to disability connected with/or resulting from pregnancy. Upon the termination of such disability, the teacher must return to work unless she resigns or requests a leave of absence.
- 12.8 Teachers shall be notified of accumulative sick leave on each regular salary pay voucher.
- 12.9 The rights of employees to family and medical leave shall be as set forth within the Family and Medical Leave Act of 1993 and Board Policy 6019.

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

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

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

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

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

- 12.11 An employee sick leave transfer process will be available for all employees who have exhausted all of their accrued sick leave, annual leave, and all but two days of personal leave, and:
- A. Who experience a medically documented incapacitating or catastrophic illness, injury or quarantine, and/or
 - B. Who has a spouse, child, or parent who experiences a medically documented incapacitating or catastrophic illness, injury or quarantine.
 - i. The maximum number of days that an eligible individual may receive from transfer may not exceed the specified duration per a doctor's note and no more than a total of seventy (70) of his or her work days each fiscal year or the number of work days remaining in the fiscal year for the employee, whichever is less. In the event that an employee receives less than the aforementioned maximum in their initial transfer request, the employee may make additional transfer requests during the same fiscal year up to the aforementioned maximum provided the employee remains eligible for the sick leave transfer process.
 - ii. The contributing employee must have at least 15 days of accrued sick leave following the transfer.
 - iii. Any employee who has been deemed ineligible for sick leave transfer has the right to appeal the initial decision to the Superintendent or designee and may be represented by the Association during the appeal process.
 - iv. Donated sick leave will be credited to the recipient's sick leave balance as soon as practicable upon approval by Human Resources, and will be reflected on the recipient's pay check stub in accordance with payroll deadlines. The leave will be available for the recipient to use as he/she would use his/her normal sick leave.
 - v. Sick leave will be donated in whole days only, with a minimum donation of one day, but it may be used in increments as normal sick leave.
 - vi. Unused transferred sick leave will be rolled over into the employee's sick leave balance beginning the new fiscal year.
- 12.12 Upon return to work after fifteen (15) consecutive days or more of sick leave, a substitute will be provided for one (1) day for transitional purposes if requested by the teacher.

Article 13
Parental Leave

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

Article 14
Sabbatical Leave

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

Article 15
Temporary Leaves of Absence

- 15.1 At the beginning of every school year:
- A. Each non-tenured teacher shall be credited with two (2) days to be used for the teacher's personal business.
 - B. Tenured teachers shall be credited with three (3) days to be used for the teacher's personal business.
 - C. Tenured teachers who have completed twenty (20) or more years of experience in Calvert County Public Schools (CCPS) shall be credited with four (4) days to be used for the teacher's personal business.
 - D. Teachers who have completed twenty-seven (27) or more years of experience earned in CCPS shall be credited with an additional personal day to be used for the teacher's personal business each year.
 - E. A teacher planning to use a personal business day shall notify the principal in advance. No reason for the request shall be required and leave shall not be denied unless a substantial number of teachers have previously elected this same day. In the event that prior notification is not possible, the Superintendent may require proof that an emergency situation existed.
 - F. If unused, these days shall be added to sick leave.
 - G. Requests for personal leave for days preceding or following a school vacation or holiday may not be approved.
- 15.2 For teachers with ten (10) or more years of experience with CCPS, unused personal leave shall be cumulative up to five (5) days; unused days thereafter shall be converted to cumulative sick leave. Teachers may not request more than 5 consecutive combined personal leave and leave without pay days during the instructional year.
- 15.3 Tenured teachers with ten (10) or more years of experience earned in CCPS shall be allowed to convert one day of sick leave, per school year, to be used as personal leave when all personal leave has been exhausted.
- 15.4 In the event of an emergency a teacher may request of the Superintendent or a designee that up to two (2) days of accrued sick leave may be used. An emergency shall refer to an unforeseen occurrence or combination of circumstances which calls for immediate action or remedy.
- 15.5
- A. Teachers shall be granted leave with pay for jury duty. A teacher called for jury duty shall receive his/her regular salary provided appropriate documentation from the courts is submitted to the employee's supervisor.
 - B. When an employee, who is on jury duty, is excused by the court on their scheduled work day, the employee shall promptly report to work. The teacher, upon their return to work, will be given their duty-free lunch and planning time to the extent that time permits within the student day.
- 15.6 When summer school attendance requires early departure, a teacher may be excused without loss of salary on the days on which teachers are required to remain for the completion of reports, provided the teacher:
- A. has been in attendance through the last day school was in session for pupils, and
 - B. has completed end-of-year obligations to the satisfaction of the principal, and
 - C. has furnished CCPS with verification of summer school enrollment.
- 15.7 Teachers who are authorized to leave prior to the dismissal of pupils to participate in an approved professional program will be deducted the amount required for a substitute.
- 15.8 Teachers who are enrolled in an accredited program in education approved by CCPS with a course requirement that can only be completed during the school work day may request up to two professional leave days per internship and must cover the cost of the substitute. Teachers must secure pre-approval for the professional leave by their immediate supervisor and the director of Human Resources or his/her designee. The leave will be granted in full or half-day increments. Payment at the cost of a non-degreed substitute must accompany the professional leave request. In the event that the approved program requirements exceed the allotted two professional leave days, additional days may be requested in writing of the Superintendent or his/her designee.

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

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

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

Teachers shall be compensated for no more than thirty (30) days of annual leave upon separation of service.

15.10 Teachers are entitled to the following bereavement leave.

- A. Not more than five (5) work days of absence with pay shall be allowed for each death in the immediate family, including child, grand-child, step-child, parent, step-parent, father-in-law, mother-in-law, brother, sister, husband, wife, or any person who has lived regularly in the household of the employee.
- B. Not more than two (2) working days of absence with pay shall be allowed for the death of a grandparent, son-in-law, daughter-in-law, aunt, uncle, niece or nephew.
- C. One day of leave with pay shall be granted for the death of a brother-in-law, sister-in-law, great-grandchild or great-grandparent.
- D. If the deceased is an ex-spouse and/or ex-in-law and there are children between the parties, two (2) days leave may be allowed. One day must be used on the day of the funeral.
- E. Bereavement leave does not need to be taken on consecutive work days.
- F. Available leave may be used if a teacher is required to travel out-of-state for funeral or other bereavement related matters. This use of leave shall not be denied.
- G. Upon written request from a teacher stating the circumstances which make such leave necessary, the Superintendent may authorize additional leave days. If the teacher has exhausted all accrued leave, then the Superintendent may authorize additional bereavement leave.
- H. Should a teacher be named executor of an estate for those relatives listed above, he/she may elect to use one (1) of the bereavement leave days in performance of this responsibility. The employee may use accrued sick or personal leave accumulated for this matter. This leave shall not be denied.
- I. This leave provision shall not be applicable to employees on summer and winter breaks, except in cases where the funeral has not taken place.

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

Article 16
Extended Leaves of Absence

- 16.1 Calvert County Public Schools (CCPS) agrees that one (1) tenured teacher designated by the Association will upon request be granted a leave of absence for up to eight (8) years without pay for the purpose of engaging in Association (local, state, or national) activities.
- 16.2 CCPS will grant a leave of absence without pay to one (1) tenured teacher to campaign for, or serve in a public office, or to campaign for another candidate for a public office(s) for one (1) full school year.
- 16.3 A teacher may be granted a leave of absence without pay for illness.
- 16.4 Other leaves of absence without pay may be granted to tenured teachers by the Superintendent or designee for good reason.
- 16.5 A leave of absence pursuant to this article is subject to approval each year by the Superintendent or designee.
- 16.6 To the extent permitted by law, teachers taking leaves of absence pursuant to this article shall be afforded the opportunity to continue payments toward retirement and/or insurance programs. The teacher must pay in advance, at least one (1) month, the full cost for any such benefits.
- 16.7 In the event the teacher requests to extend said leave beyond the school year in which it is granted, the teacher shall notify the Superintendent of that intent by March 1.
- 16.8 A leave of absence will not be approved or extended for any teacher whose teaching certificate or licensure has expired.
- 16.9 Prior to requesting a CCPS-approved extended leave of absence, the teacher will have the option to request and be granted the opportunity to meet with a representative from the Department of Human Resources to discuss potential salary, employment status, and benefits impacts as a result of such leave.
- 16.10 Prior to assigning a teacher who has submitted timely notice expressing his/her interest in returning from a CCPS-approved extended leave of absence, the Department of Human Resources will process, in order, all administrative transfers, involuntary transfers, and voluntary non-promotional transfers based on certification.
- In the event that an assignment is not available for a teacher who desires to return from a CCPS-approved extended leave of absence, the teacher will continue on an extended leave of absence until a vacancy for which s/he is certified.
- 16.11 Teachers will not be required to create substitute plans, grade, and/or keep records of student performance while on a CCPS-approved extended leave of absence.

Article 17
Academic Freedom

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

Article 18
Maintenance of Classroom Control and Discipline

The CCPS is committed to providing a safe learning environment for students and staff consistent with federal and state laws.

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

Article 19
Payroll Deductions

- 19.1 In addition to deductions mentioned elsewhere in this agreement, Calvert County Public Schools (CCPS) agrees to deduct from teachers' salaries payments for the following:
- A. Group Insurance
 - B. Current Educator's Income Protection Plan
 - C. Tax shelter annuities approved by the Superintendent.

Article 20 Compensation

- 20.1 Teachers shall be paid according to the provisions of Appendix A.
- 20.2 Calvert County Public Schools (CCPS) will make twenty-four (24) salary payments, on or about the 15th and 30th of each month. All teachers are encouraged to have automatic payroll direct deposit.
- 20.3
- A. Voluntary extra-duty assignments for the next school year shall be paid according to the Board's Extra Pay for Extra Duty Longevity Pay Scale which will be posted and advertised in each building on or before May 1.
 - B. "Extra-duty" is defined to be that additional responsibility assigned to a professionally certificated, full-time teacher by the principal (and the Superintendent's Designee) which shall be performed at a time or times other than during the teacher's regular duty day.
 - C. All extra duty, summer school, extended school year, workshops, mentor program, and other county-wide programs as authorized by the Superintendent will be advertised. CCPS shall promptly post a notice of same on Calvertnet for no less than fourteen (14) calendar days before the position is filled and notify the Association thereof. An email shall be sent to all staff when a vacancy is posted on Calvertnet. The Association shall receive an email notice when a vacancy is posted on Calvertnet. During the summer months, a list of such vacancies and/or new positions shall be available on Calvertnet. No position shall be filled on a regular basis for fourteen (14) calendar days following this notification.
 - D. For all coaching positions and club sponsors, preference will be given first to CCPS certificated teachers and then to CCPS employees. In the event there are no volunteers, the CCPS may appoint for the duration of the school year a certificated teacher who is not employed by the CCPS. Once the school year begins, vacancies that are caused by unexpected resignations will be re-advertised system-wide for a period of two weeks. The principal may appoint an acting coach or sponsor until the position can be filled permanently. However, the position must be filled within a four (4) week period.
 - E. Extra-duty compensation for coaches will be paid in two (2) equal installments; one on the first pay period after the beginning of the season and one at the end of the season. Sponsors of activities shall be paid in two (2) equal installments on the first payroll in December and the first payroll in June.
 - F. Teachers shall remain in extra pay positions identified on the Board's Extra Pay for Extra Duty Longevity Pay Scale and those positions will not be considered as vacancies unless the teachers resign or are removed for cause.
 - G. Teachers whose extra pay for extra duty responsibilities extend beyond the school year because student/s in an activity represent CCPS at academic competitions/contests shall receive workshop pay for each day that the teacher is in attendance, provided such participation has been authorized by the school principal and the appropriate supervisor/director.
 - H. The parties agree to an on-going extra pay for extra duty committee which shall present its recommendation to the Superintendent and the Association on or before October 1 of each school year. The committee will be comprised of five representatives appointed by the Association and five appointed by the Superintendent. The report shall specify the positions eligible for compensation, the amount of compensation and the justification for the compensation. This committee shall be co-chaired by the parties with the report being presented by the co-chairs to the Superintendent and the Association.
 - I. In any year that step raises occur in the Regular and Transitional Salary Schedule for Teachers Holding Degrees, step raises shall occur in the Extra Pay for Extra Duty Longevity Pay Scale.

- J. In any year that a COLA occurs in the Regular and Transitional Salary Schedule for Teachers Holding Degrees, COLA raises shall occur in the Extra Pay for Extra Duty Longevity Pay Scale. If a mid-year COLA occurs, then the COLA will be reflected in the Extra Pay for Extra Duty Pay Scale beginning the following fiscal year.
- K. The opportunity for participation in Home and Hospital Teaching will be posted on Calvertnet. The posting will include information about the application process.

20.4 Extra-pay for extra-duty assignments, summer school, extended school year, workshops, mentor program, and other county-wide programs as authorized by the Superintendent will be added to regular salary payments.

20.5 Teachers of summer school, extended school year, and other county-wide programs as authorized by the Superintendent shall be paid at an hourly rate of \$41.00.

20.6 Teachers who voluntarily give up their planning period for the school year and agree to teach an additional class shall be paid at their hourly per diem rate.

20.7 Teachers participating in summer workshops shall be paid at a rate of \$210.00 per day.

Teachers participating in workshop activities for curriculum development, professional development and/or planning for co-teaching which occur beyond the regular work day shall be paid at the hourly rate of \$30.00.

20.8 Teachers will be reimbursed at the IRS mileage reimbursement rate per mile for all miles driven in connection with the teacher's employment pursuant to CCPS Policy#5600 and its related procedures.

20.9 Mentors will be assigned to all non-tenured teachers completing the CCPS induction program, teachers on Second Class and teachers on IDP. Mentors will receive a stipend of \$835.00. All mentors shall complete mentoring training prior to working as mentors. The Board will attempt not to exceed the ratio of one (1) mentor for four (4) first-year, non-tenured teachers.

20.10 A National Board Professional Teaching Standards certification (NBPTS) pensionable salary adjustment of \$2,500 or in a matching amount as determined by the Maryland General Assembly, whichever is higher, (not included as a per diem rate) will be provided for each year the certification remains in good standing, under the following circumstances:

- a) Teacher was employed by CCPS prior to July 1, 2012, and
 - i. Teacher received certification prior to July 1, 2012, or
 - ii. Teacher formally started the NBPTS certification process prior to July 1, 2012

An American Speech/Language Hearing Association certification (ASHA) pensionable salary adjustment of \$2,500 (not included as a per diem rate) will be provided for each year the certification/license remains in good standing for SLP's who were employed prior to July 1, 2012.

20.11 Teachers who volunteer or are asked to serve as substitutes during their planning period when a substitute cannot be secured will be compensated at an hourly rate of \$25.00 per coverage up to a 45-minute period.

If the Board cannot provide a substitute for related services providers legally required to make-up student service hours and after consulting with their supervisor, it is jointly determined there is no reasonable way to make-up the service hours within the duty day then the Board will pay the provider by the hour based on his/her per diem rate for any student service hours that the parties mutually agree to make-up beyond the duty day.

20.12 Teachers who enroll or are already enrolled in the CCPS/Calvert Memorial Hospital Wellness Program will receive up to a \$300 annual stipend. This stipend will be applied on a 24-pay basis to cover program costs via payroll deductions.

Article 21
Fringe Benefits

21.1 For 2016-2017, the health, prescription drug, vision, and dental contract language will remain unchanged.

Beginning 2017-2018, the health, prescription drug, vision, and dental contract language will remain unchanged with the following exception:

The Board shall provide a prescription drug benefit for plan members. The prescription drug copay structure shall be as follows: \$8 for generic, \$15 for formulary, and \$30 for non-formulary.

Beginning 2018-2019, provided the FY17 and FY18 salary increases are funded, the health, prescription drug, vision, and dental contract language will remain unchanged with the following exception:

CCPS shall provide coverage for Emergency Room and Urgent Care services. The member's copay for Emergency Room will be \$30 per visit. The member's copay for Urgent Care will be \$10 per visit for all plans. The Emergency Room and/or Urgent Care copay will be waived if the member is admitted to the hospital. Accidental injuries that result in emergency room visits will not be charged copays.

Calvert County Public Schools (CCPS) shall offer three health insurance programs: a Traditional plan, a Preferred Provider Option (PPO) plan, and an HMO plan. A new employee hired on or after July 1, 2001 may not enroll in the Traditional plan for the duration of this contract. Details for the Traditional, PPO, and HMO health insurance plans can be found in the current CCPS Health Benefits Options booklet.

Contributions for employee health insurance costs will be calculated on a pre-tax basis to the extent allowed by law.

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

CCPS shall offer a dental insurance and vision insurance plan. Details for the dental and vision insurance plans can be found in the current CCPS Health Benefits Options booklet.

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

CCPS shall provide coverage for air ambulance (helicopter) transportation for the Traditional and PPO plans at 100% of the allowable benefit and for the HMO at 100%, if medically necessary as defined by the plan provider. The maximum annual benefit for air ambulance transport will be \$15,000.

21.2 A copy of the plan document as provided by healthcare providers to CCPS will be available for review at the Board office, upon request of the Association. The settlement agreements, experience reports, and the annual renewal document as provided by healthcare providers to CCPS will be shared with CEA and CAESS within thirty (30) work days of request.

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

21.4 Flexible Spending Accounts

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

21.5 Healthcare Benefits Committee

The parties shall establish a Healthcare Benefits Committee to promote a better understanding of the CCPS healthcare insurance program, its implementation and utilization. The Committee has no administrative or managerial authority. The Committee will meet a minimum of two times per year. The Committee will include four members appointed by CEA, four members appointed by CAESS, and eight members appointed by CCPS. CASA and Meet & Confer may also appoint four members each to participate in the Committee. Either party may appoint one or more outside consultants who shall be permitted to attend.

TRADITIONAL PROGRAM

BASIC HOSPITAL AND MEDICAL/SURGICAL CARE

Inpatient

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

Outpatient

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

MAJOR MEDICAL

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

Deductible	\$100 per individual, \$300/family
Coinsurance	80/20
Stop Loss	\$2,000 per individual
Outpatient Psychiatric	Per State Mandate

Notes:

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

PPO PROGRAM

HOSPITAL

Inpatient Medical Care

365 days of care in full

OUT OF PPO

365 days of care subject to deductible and co-insurance

Outpatient Hospital Care
Accidental injury/hospital
(only if seen within 72 hours
of accident)

Hospital paid in full

Paid as in PPO care

Outpatient
Radiation/Chemotherapy

Hospital \$25 copay.
Health Care practitioner in
hospital \$10 copay.

Subject to deductible and co-
insurance

**PROFESSIONAL
CHARGES**

In or Outpatient surgery

Covered at 100% of AB.

Subject to deductible and co-
insurance

Voluntary Second Opinion

Covered 100% of AB after
\$10 copay.

Covered at 80%

Inpatient medical care

Covered at 100% of AB.

Subject to deductible and co-
insurance

Accidental injury care within
72 hours

Covered at 100% of AB.

Covered at 100%

Outpatient
Radiation/Chemotherapy

Hospital \$25 copay.
Health Care practitioner
covered at 100%/hospital
\$10 copay. Health Care
practitioners/office \$10
copay.

Subject to deductible and co-
insurance

Outpatient Medical

\$10 copay in a hospital,
\$10 office copay

Subject to deductible and co-
insurance

**DIAGNOSTIC
OUTPATIENT**

Outpatient X-ray and Lab

\$25 copay in a hospital/
facility, \$10 office copay

100% of AB after \$25 copay
(hospital setting). Subject to

deductible and co-insurance
(office setting)

MISCELLANEOUS CARE

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

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

Substance Abuse	Subject to State Mandate	Subject to State Mandate
Private Duty Nursing	Outpatient only. Pre-certification required 100% of AB	Outpatient only. Pre-certification required and subject to deductible and copay
Deductible	None	\$100 Ind/\$200 family
Copay	\$25 Emergency Room \$10 office as indicated	20% to out of pocket limit

See Item 21.1 above for information about emergency room and urgent copays beginning FY19

Out of pocket	Combined amount - in and out of PPO, \$500 individual, \$1000 family	Combined amount - in and out of PPO, \$500 individual, \$1000 family
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A - Admission Review

B - Voluntary Second Surgical Opinion

C - Mental Health and Substance Abuse Review Program

D - Care Management

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

HMO PROGRAM

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

PRESCRIPTION DRUG

Programs cover legend drugs subject to a per prescription copay of \$10.00. If a generic drug is available, program covers the brand name to cost of the generic. **See Item 21.1 above for information about prescription drug copays beginning FY18.**

VISION CARE

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

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

DENTAL BENEFITS

Class I	Preventive and Diagnostic Services	Covered at 100%
Class II (includes inlays and crowns)	Surgical and Restorative Services 20% member copayment	Subject to annual deductible
Class III	Prosthetics	Subject to annual deductible and a 50% member copayment
Class IV	Orthodontics	Care subject to 50% member copayment at an \$800.00 lifetime member copayment at an \$800.00 lifetime maximum
Annual Program Deductible	\$25.00 per individual and \$50.00 per family deductible applies to Class II and Class III services	

Annual Program Maximum All care, except Class IV services, are subject to an annual maximum of \$1,800

Lifetime Maximum Only Class IV services are subject to a lifetime maximum. Program provides up to \$800.00 for orthodontic care

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

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

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

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

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

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

21.6 CCPS shall provide an Employee Assistance Program.

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

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

- C. The insurance program is not available for those past or present employees who leave the employment of CCPS after five years and vest their retirement contributions. The only exceptions are those employees who have left with twenty-five years of creditable service and no less than the last five years of that service with CCPS shall be allowed to continue their coverage at no cost to CCPS.
 - D. Retirees' insurance coverage at the age of 65 will be converted to the appropriate CCPS program.
 - E. Premium contributions for retirees shall be deducted from their monthly pension check issued by the Maryland Retirement Systems. If the premium cost exceeds the amount of the retirees' pension check, the retiree must pay the difference two months in advance to Calvert County Public Schools.
 - F. If a retired employee or a current employee who retires, declines to join, defaults premium, or drops coverage, they will no longer be eligible for the Board's insurance programs.
 - G. In the event of the death of the employee, the spouse may convert to private coverage pursuant to the provisions of the respective insurance carriers.
 - H. In the event of a health care premium holiday, retired members of any health care plan shall receive the premium holiday.
- 21.8 CCPS will reimburse teachers, (including those holding professional certificates) at a rate of \$3050 for satisfactorily completed course work with a grade of "B" or better, provided the courses have been approved in advance. Course reimbursement shall apply only leading to the obtainment of the Advanced Professional Certificate and/or Master's Degree or for certificate renewal. In no case, however, shall a teacher be reimbursed for more than the actual tuition cost per credit hour. The maximum annual reimbursement shall be \$3050 for a teacher per school year.
- 21.9 CCPS will provide teachers with an official employment identification card that will be displayed on their person during the contractual work day. Replacement charge shall not exceed the actual replacement cost of the official employment identification card.
- 21.10 Members of the bargaining unit who reside outside of Calvert County shall have the right to enroll their child or children in accordance with Calvert County Public Schools policies at 35% of the applicable Board approved tuition rate.

Article 22
General Provisions

- 22.1 If any provision of this Agreement or any application thereof to any teacher or group of teachers is held to be contrary to law by a court of competent jurisdiction, such provision or application will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet not later than fifteen (15) days after any such holding for the purpose of renegotiating the provisions affected.
- 22.2 The Public School Laws of Maryland shall be followed if the parties reach impasse in negotiations.
- 22.3 This Agreement will be made available on Calvertnet. Teachers may request a paper copy of this Agreement from Calvert County Public Schools (CCPS).
- 22.4 No later than December 2nd of the final year of this Agreement, the parties shall begin good-faith negotiations for the purpose of entering into a successor agreement.

Article 23
Duration

23.1 The provisions of this agreement shall become effective July 1, 2016 and shall remain in effect until June 30, 2020.

Article 24

Salary

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

For 2016-2017, external applicants will have their respective years of service reduced by four (4) years.

For 2017-2018, external applicants will have their respective years of service reduced by three (3) years. If steps as negotiated are not funded, the reduction to respective years of service will remain the same as 2016-2017.

For 2018-2019, external applicants will have their respective years of service reduced by two (2) years. If steps as negotiated are not funded, the reduction to respective years of service will remain the same as 2017-2018.

24.2 Tenured teachers who are subject to a reduction in force in a school year and are recalled pursuant to Article 8.7D shall be placed on their proper pay scale.

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

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

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

- 24.6
- A. Teacher placement on Scale V shall require an Advanced Professional Certificate with a Master's Degree + 30 graduate credit hours not included in the Master's degree;
 - B. Teacher placement on Scale VII shall require a Doctorate with an APC.

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

24.8 The Board shall pay the MSDE certification/re-certification fee or state approved equivalent licensure/certification fee for all members of the bargaining unit.

- 24.9
- A. Related Service Providers with approved Maryland State Licensure (Speech Language Pathologists, Audiologists, Physical and Occupational Therapists) placement on Scale V shall require a Master's Degree + 30 graduate credit hours not included in the Master's degree and a valid Maryland License.
 - B. Related Service Providers with approved Maryland State Licensure (Speech Language Pathologists, Audiologists, Physical and Occupational Therapists) placement on Scale VII shall require a Doctorate degree and a valid Maryland license

24.10 Teachers who earn an APC who subsequently complete a Master's degree can apply graduate credits earned for APC that were not applied to the Master's degree towards Masters +30. Change in placement on scales will not be retroactive.

- 24.11 Teachers obtaining a change in certification and/or education level that results in assignment to a higher scale and who submit all required paperwork by:
- A. September 1 will receive full salary adjustment for that school year.

B. January 30 will receive one-half salary adjustment for that school year.

24.12 For 2016-2017:

- One (1) step retroactive to July 1, 2016
- Rename "26 + 1%" as Step 27
- Add Step 28 (1% more than Step 27)
- Steps 1-3 are established for M+30 and DOC salary scales
- Placement on scale for those teachers who were hired in 2014-2015 or 2015-2016 with nine (9) or more years of experience will be re-evaluated as per item 24.1. This re-evaluation will not result in any decrease in the teacher's current placement on scale.

For 2017-2018*:

- One (1) step
- One (1) restoration step for current teachers who were employed as teachers during the 2014-2015 school year
- One (1) restoration step for current teachers who were hired in 2014-2015, 2015-2016, or 2016-2017 whose years of verifiable teaching experience at the time of hire were reduced pursuant to item 24.1
- Add Step 29 (1% more than Step 28)
- Add Step 30 (1% more than Step 29)

For 2018-2019*:

- One (1) step
- One (1) restoration step for current teachers who were employed as teachers during the 2013-2014 school year
- One (1) restoration step for current teachers who were hired in 2014-2015, 2015-2016, 2016-2017, or 2017-2018 whose years of verifiable teaching experience at the time of hire were reduced pursuant to item 24.1
- Add Step 30+ (1% more than Step 30)

For 2019-2020*:

- One (1) step
- 1% COLA

*If the Calvert County Board of County Commissioners does not approve enough funds for the Board of Education to fully implement the negotiated agreement in any year of the Agreement, the parties shall renegotiate Article 24 of the Agreement and any additional mutually agreed upon articles of the Agreement. Such renegotiations shall commence within ten (10) days after the Board of Education's receipt of the County's approved budget for the upcoming fiscal year. Any resolution reached through renegotiation shall constitute the final Agreement between the parties. In the absence of agreement, the Statute and any relevant decisions will control any further procedure.

In the event that there is a reduction of funds that has caused renegotiations resulting in a reduction of a benefit previously negotiated, and subsequent non-restricted funds are appropriated by the County Commissioners and made available to the Board of Education during the fiscal year affected by such renegotiations, the Board of Education commits to use, to the extent practicable, said identified non-restricted County funds towards the restoration of the negotiated benefits that were previously reduced.

Appendix A

2016-2017 REGULAR SALARY SCHEDULE FOR TEACHERS HOLDING DEGREES

	SCALE I	SCALE II	SCALE III	SCALE V	SCALE VII		
STEP	Provisional	Bachelor's Degree	APC or Master's	Master's +30 hours with APC	Doctorate with APC		
1	\$39,376	\$45,496	\$48,557	\$54,052	\$62,770		
2	\$40,990	\$47,522	\$50,620	\$56,115	\$64,833		
3	\$42,670	\$49,635	\$52,771	\$58,266	\$66,984		
4	\$44,335	\$51,844	\$55,015	\$60,510	\$69,228		
5	\$46,064	\$54,022	\$57,353	\$62,326	\$71,651		
6	\$47,814	\$56,291	\$59,360	\$64,196	\$74,159		
7	\$49,631	\$58,655	\$61,437	\$66,122	\$76,754		
8	\$51,493	\$61,001	\$63,588	\$68,105	\$79,441		
9	\$53,424	\$63,441	\$65,814	\$70,148	\$81,427		
10	\$55,427	\$65,979	\$68,117	\$72,252	\$83,462		
11	N/A	N/A	\$70,161	\$74,059	\$85,549		
12	N/A	N/A	\$72,266	\$75,911	\$87,688		
13	N/A	N/A	\$74,433	\$77,808	\$89,442		
14	N/A	N/A	\$76,666	\$79,754	\$91,230		
15	N/A	N/A	\$78,966	\$81,747	\$93,055		
16	N/A	N/A	\$80,545	\$83,382	\$94,916		
17	N/A	N/A	\$82,156	\$85,050	\$96,103		
18	N/A	N/A	\$83,800	\$86,751	\$97,303		
19	N/A	N/A	\$85,475	\$88,486	\$98,520		
20	N/A	N/A	\$87,185	\$90,256	\$99,505		
21	N/A	N/A	\$88,057	\$91,609	\$100,500		
22	N/A	N/A	\$88,938	\$92,984	\$101,505		
23	N/A	N/A	\$89,827	\$93,932	\$102,520		
24	N/A	N/A	\$90,725	\$94,890	\$103,545		
25	N/A	N/A	\$91,632	\$95,848	\$104,581		
26	N/A	N/A	\$92,320	\$96,817	\$105,627		
27	N/A	N/A	\$93,243	\$97,785	\$106,683		
28	N/A	N/A	\$94,176	\$98,763	\$107,750		

Scale I

- teachers holding a Maryland Provisional Certificate; teachers with an approved Master's Degree will receive \$500 in addition to Scale I

Scale II

- teachers holding a Maryland Standard Professional Certificate

Scale III

- teachers holding a Maryland Advanced Professional Certificate;
- teachers holding a Maryland Standard Professional Certificate and an approved Master's Degree; or
- related service providers holding required Maryland State Licensure and an approved Master's Degree

Scale V

- teachers holding a Maryland Advanced Professional Certificate with an approved Master's Degree + 30 graduate credit hours; or
- related service providers holding required Maryland State Licensure and an approved Master's Degree + 30 graduate credit hours

Scale VII

- teachers holding a Maryland Advanced Professional Certificate with an approved Doctoral Degree; or
- related service providers holding required Maryland State Licensure and an approved Doctoral Degree

OTHER SUPPLEMENTS										
	Time Factor Per		Responsibility		Total Factor For					
	Month Over		Factor		More Than					
	Ten (10) Months				Ten (10) Months					
	11 mo.	12 mo.	11 mo.	12 mo.	11 mo.	12 mo.				
Pupil Serv. Worker	.10	.20	.05	.05	1.15	1.25				
Psychologist II	.10	.20	.05	.05	1.15	1.25				
<p>1. All personnel hired prior to July 1, 1999 shall remain on the above scale.</p> <p>2. Personnel hired as a Pupil Services Worker or a Psychologist after that date will not receive a responsibility factor.</p>										

2017-2018 REGULAR SALARY SCHEDULE FOR TEACHERS HOLDING DEGREES

	SCALE I	SCALE II	SCALE III	SCALE V	SCALE VII		
STEP	Provisional	Bachelor's Degree	APC or Master's	Master's +30 hours with APC	Doctorate with APC		
1	TBD	TBD	TBD	TBD	TBD		
2	\$40,990	\$47,522	\$50,620	\$56,115	\$64,833		
3	\$42,670	\$49,635	\$52,771	\$58,266	\$66,984		
4	\$44,335	\$51,844	\$55,015	\$60,510	\$69,228		
5	\$46,064	\$54,022	\$57,353	\$62,326	\$71,651		
6	\$47,814	\$56,291	\$59,360	\$64,196	\$74,159		
7	\$49,631	\$58,655	\$61,437	\$66,122	\$76,754		
8	\$51,493	\$61,001	\$63,588	\$68,105	\$79,441		
9	\$53,424	\$63,441	\$65,814	\$70,148	\$81,427		
10	\$55,427	\$65,979	\$68,117	\$72,252	\$83,462		
11	N/A	N/A	\$70,161	\$74,059	\$85,549		
12	N/A	N/A	\$72,266	\$75,911	\$87,688		
13	N/A	N/A	\$74,433	\$77,808	\$89,442		
14	N/A	N/A	\$76,666	\$79,754	\$91,230		
15	N/A	N/A	\$78,966	\$81,747	\$93,055		
16	N/A	N/A	\$80,545	\$83,382	\$94,916		
17	N/A	N/A	\$82,156	\$85,050	\$96,103		
18	N/A	N/A	\$83,800	\$86,751	\$97,303		
19	N/A	N/A	\$85,475	\$88,486	\$98,520		
20	N/A	N/A	\$87,185	\$90,256	\$99,505		
21	N/A	N/A	\$88,057	\$91,609	\$100,500		
22	N/A	N/A	\$88,938	\$92,984	\$101,505		
23	N/A	N/A	\$89,827	\$93,932	\$102,520		
24	N/A	N/A	\$90,725	\$94,890	\$103,545		
25	N/A	N/A	\$91,632	\$95,848	\$104,581		
26	N/A	N/A	\$92,320	\$96,817	\$105,627		
27	N/A	N/A	\$93,243	\$97,785	\$106,683		
28	N/A	N/A	\$94,176	\$98,763	\$107,750		
29	N/A	N/A	\$95,117	\$99,751	\$108,828		
30	N/A	N/A	\$96,069	\$100,748	\$109,916		

Scale I

- teachers holding a Maryland Provisional Certificate; teachers with an approved Master's Degree will receive \$500 in addition to Scale I

Scale II

- teachers holding a Maryland Standard Professional Certificate

Scale III

- teachers holding a Maryland Advanced Professional Certificate;
- teachers holding a Maryland Standard Professional Certificate and an approved Master's Degree; or
- related service providers holding required Maryland State Licensure and an approved Master's Degree

Scale V

- teachers holding a Maryland Advanced Professional Certificate with an approved Master's Degree + 30 graduate credit hours; or
- related service providers holding required Maryland State Licensure and an approved Master's Degree + 30 graduate credit hours

Scale VII

- teachers holding a Maryland Advanced Professional Certificate with an approved Doctoral Degree; or
- related service providers holding required Maryland State Licensure and an approved Doctoral Degree

OTHER SUPPLEMENTS										
	Time Factor Per		Responsibility		Total Factor For					
	Month Over		Factor		More Than					
	Ten (10) Months				Ten (10) Months					
	11 mo.	12 mo.	11 mo.	12 mo.	11 mo.	12 mo.				
Pupil Serv. Worker	.10	.20	.05	.05	1.15	1.25				
Psychologist II	.10	.20	.05	.05	1.15	1.25				
<p>1. All personnel hired prior to July 1, 1999 shall remain on the above scale.</p> <p>2. Personnel hired as a Pupil Services Worker or a Psychologist after that date will not receive a responsibility factor.</p>										

2018-2019 REGULAR SALARY SCHEDULE FOR TEACHERS HOLDING DEGREES

	SCALE I	SCALE II	SCALE III	SCALE V	SCALE VII		
STEP	Provisional	Bachelor's Degree	APC or Master's	Master's +30 hours with APC	Doctorate with APC		
1	TBD	TBD	TBD	TBD	TBD		
2	\$40,990	\$47,522	\$50,620	\$56,115	\$64,833		
3	\$42,670	\$49,635	\$52,771	\$58,266	\$66,984		
4	\$44,335	\$51,844	\$55,015	\$60,510	\$69,228		
5	\$46,064	\$54,022	\$57,353	\$62,326	\$71,651		
6	\$47,814	\$56,291	\$59,360	\$64,196	\$74,159		
7	\$49,631	\$58,655	\$61,437	\$66,122	\$76,754		
8	\$51,493	\$61,001	\$63,588	\$68,105	\$79,441		
9	\$53,424	\$63,441	\$65,814	\$70,148	\$81,427		
10	\$55,427	\$65,979	\$68,117	\$72,252	\$83,462		
11	N/A	N/A	\$70,161	\$74,059	\$85,549		
12	N/A	N/A	\$72,266	\$75,911	\$87,688		
13	N/A	N/A	\$74,433	\$77,808	\$89,442		
14	N/A	N/A	\$76,666	\$79,754	\$91,230		
15	N/A	N/A	\$78,966	\$81,747	\$93,055		
16	N/A	N/A	\$80,545	\$83,382	\$94,916		
17	N/A	N/A	\$82,156	\$85,050	\$96,103		
18	N/A	N/A	\$83,800	\$86,751	\$97,303		
19	N/A	N/A	\$85,475	\$88,486	\$98,520		
20	N/A	N/A	\$87,185	\$90,256	\$99,505		
21	N/A	N/A	\$88,057	\$91,609	\$100,500		
22	N/A	N/A	\$88,938	\$92,984	\$101,505		
23	N/A	N/A	\$89,827	\$93,932	\$102,520		
24	N/A	N/A	\$90,725	\$94,890	\$103,545		
25	N/A	N/A	\$91,632	\$95,848	\$104,581		
26	N/A	N/A	\$92,320	\$96,817	\$105,627		
27	N/A	N/A	\$93,243	\$97,785	\$106,683		
28	N/A	N/A	\$94,176	\$98,763	\$107,750		
29	N/A	N/A	\$95,117	\$99,751	\$108,828		
30	N/A	N/A	\$96,069	\$100,748	\$109,916		
31+	N/A	N/A	\$97,029	\$101,756	\$111,015		

Scale I

- teachers holding a Maryland Provisional Certificate; teachers with an approved Master's Degree will receive \$500 in addition to Scale I

Scale II

- teachers holding a Maryland Standard Professional Certificate

Scale III

- teachers holding a Maryland Advanced Professional Certificate;
- teachers holding a Maryland Standard Professional Certificate and an approved Master's Degree; or
- related service providers holding required Maryland State Licensure and an approved Master's Degree

Scale V

- teachers holding a Maryland Advanced Professional Certificate with an approved Master's Degree + 30 graduate credit hours; or
- related service providers holding required Maryland State Licensure and an approved Master's Degree + 30 graduate credit hours

Scale VII

- teachers holding a Maryland Advanced Professional Certificate with an approved Doctoral Degree; or
- related service providers holding required Maryland State Licensure and an approved Doctoral Degree

OTHER SUPPLEMENTS										
	Time Factor Per		Responsibility		Total Factor For					
	Month Over		Factor		More Than					
	Ten (10) Months		Factor		Ten (10) Months					
	11 mo.	12 mo.	11 mo.	12 mo.	11 mo.	12 mo.				
Pupil Serv. Worker	.10	.20	.05	.05	1.15	1.25				
Psychologist II	.10	.20	.05	.05	1.15	1.25				
<p>1. All personnel hired prior to July 1, 1999 shall remain on the above scale.</p> <p>2. Personnel hired as a Pupil Services Worker or a Psychologist after that date will not receive a responsibility factor.</p>										

2019-2020 REGULAR SALARY SCHEDULE FOR TEACHERS HOLDING DEGREES

	SCALE I	SCALE II	SCALE III	SCALE V	SCALE VII		
STEP	Provisional	Bachelor's Degree	APC or Master's	Master's +30 hours with APC	Doctorate with APC		
1	TBD	TBD	TBD	TBD	TBD		
2	\$41,400	\$47,997	\$51,126	\$56,676	\$65,481		
3	\$43,097	\$50,131	\$53,299	\$58,849	\$67,654		
4	\$44,778	\$52,362	\$55,565	\$61,115	\$69,920		
5	\$46,525	\$54,562	\$57,927	\$62,949	\$72,368		
6	\$48,292	\$56,854	\$59,954	\$64,838	\$74,901		
7	\$50,127	\$59,242	\$62,051	\$66,783	\$77,522		
8	\$52,008	\$61,611	\$64,224	\$68,786	\$80,235		
9	\$53,958	\$64,075	\$66,472	\$70,849	\$82,241		
10	\$55,981	\$66,639	\$68,798	\$72,975	\$84,297		
11	N/A	N/A	\$70,863	\$74,800	\$86,404		
12	N/A	N/A	\$72,989	\$76,670	\$88,565		
13	N/A	N/A	\$75,177	\$78,586	\$90,336		
14	N/A	N/A	\$77,433	\$80,552	\$92,142		
15	N/A	N/A	\$79,756	\$82,564	\$93,986		
16	N/A	N/A	\$81,350	\$84,216	\$95,865		
17	N/A	N/A	\$82,978	\$85,901	\$97,064		
18	N/A	N/A	\$84,638	\$87,619	\$98,276		
19	N/A	N/A	\$86,330	\$89,371	\$99,505		
20	N/A	N/A	\$88,057	\$91,159	\$100,500		
21	N/A	N/A	\$88,938	\$92,525	\$101,505		
22	N/A	N/A	\$89,827	\$93,914	\$102,520		
23	N/A	N/A	\$90,725	\$94,871	\$103,545		
24	N/A	N/A	\$91,632	\$95,839	\$104,580		
25	N/A	N/A	\$92,548	\$96,806	\$105,627		
26	N/A	N/A	\$93,243	\$97,785	\$106,683		
27	N/A	N/A	\$94,176	\$98,763	\$107,750		
28	N/A	N/A	\$95,117	\$99,751	\$108,828		
29	N/A	N/A	\$96,069	\$100,748	\$109,916		
30	N/A	N/A	\$97,029	\$101,756	\$111,015		
31+	N/A	N/A	\$98,000	\$102,773	\$112,125		

Scale I

- teachers holding a Maryland Provisional Certificate; teachers with an approved Master's Degree will receive \$500 in addition to Scale I

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- teachers holding a Maryland Standard Professional Certificate

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- teachers holding a Maryland Advanced Professional Certificate;
- teachers holding a Maryland Standard Professional Certificate and an approved Master's Degree; or
- related service providers holding required Maryland State Licensure and an approved Master's Degree

Scale V

- teachers holding a Maryland Advanced Professional Certificate with an approved Master's Degree + 30 graduate credit hours; or
- related service providers holding required Maryland State Licensure and an approved Master's Degree + 30 graduate credit hours

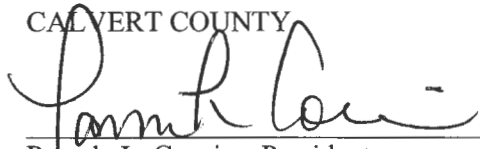
Scale VII

- teachers holding a Maryland Advanced Professional Certificate with an approved Doctoral Degree; or
- related service providers holding required Maryland State Licensure and an approved Doctoral Degree

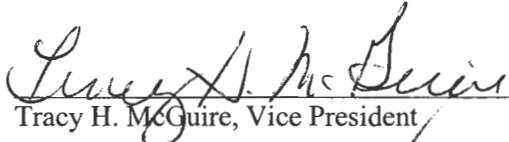
OTHER SUPPLEMENTS										
	Time Factor Per		Responsibility		Total Factor For					
	Month Over		Factor		More Than					
	Ten (10) Months				Ten (10) Months					
	11 mo.	12 mo.	11 mo.	12 mo.	11 mo.	12 mo.				
Pupil Serv. Worker	.10	.20	.05	.05	1.15	1.25				
Psychologist II	.10	.20	.05	.05	1.15	1.25				
<p>1. All personnel hired prior to July 1, 1999 shall remain on the above scale.</p> <p>2. Personnel hired as a Pupil Services Worker or a Psychologist after that date will not receive a responsibility factor.</p>										

IN WITNESS HEREOF, the parties hereunto set their hand and seal this 8th day of September, 2016.

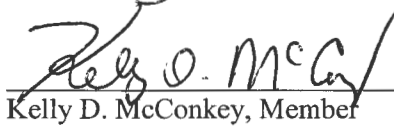
BOARD OF EDUCATION OF
CALVERT COUNTY



Pamela L. Cousins, President



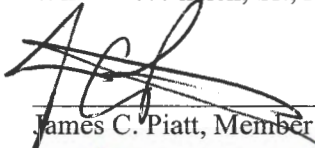
Tracy H. McGuire, Vice President



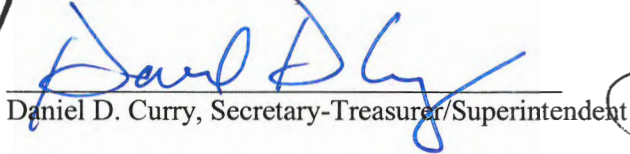
Kelly D. McConkey, Member



William J. Phalen, Sr., Member

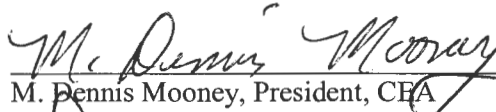


James C. Piatt, Member




Daniel D. Curry, Secretary-Treasurer/Superintendent

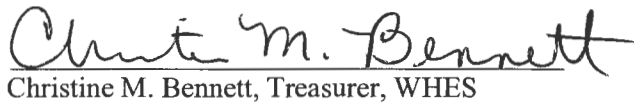
CALVERT EDUCATION ASSOCIATION



M. Dennis Mooney, President, CEA



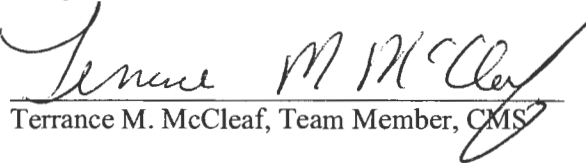
Dona B. Ostensio, Vice President, SES



Christine M. Bennett, Treasurer, WHES



Margaret A. Land, Team Member, CHS



Terrance M. McCleaf, Team Member, CMS



Pamela V. Mackall, Team Member, Retired



Josh Ardison, Chief Negotiator, MSEA

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