

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE BOARD OF EDUCATION OF CHARLES COUNTY**  
**AND**  
**THE EDUCATION ASSOCIATION OF CHARLES COUNTY (EACC)**

WHEREAS, the Board of Education of Charles County (hereinafter "Board") and the Education Association of Charles County (hereinafter "EACC"), collectively "parties," have agreed to enter into this Memorandum of Understanding effective immediately and ending June 30, 2022;

WHEREAS, the Board and EACC mutually agree that Charles County Public Schools (hereinafter "CCPS") will implement an Employee Referral Incentive Program (hereinafter "ERIP") and that this Memorandum of Understanding will clarify the details of the ERIP;

NOW THEREFORE, it is agreed by the parties that:

1. As of the signing of this Memorandum of Understanding, any member of a bargaining unit under the Negotiated Agreement between the Board and the EACC (hereinafter "referring employee") shall receive the payment listed below (hereinafter "referral incentive payment") if the referring employee is identified by a newly hired employee filling a vacancy within a bargaining unit on the newly hired employee's employment application, as verified at time of the hiring via an official referral form to be created by CCPS:
  - a. \$500 after the newly hired employee works for 30 calendar days during the school year under a contract with the Board, paid within 30 days after the newly hired employee's 30<sup>th</sup> day of work for CCPS, and
  - b. \$500 at the conclusion of the school year, paid within 30 days of the last workday for the newly hired employee in the school year.
2. The referring employee cannot qualify for a referral incentive payment for referring himself or herself. The referring employee must be employed by the Board during the newly hired employee's first 30 days in order to receive the referral incentive payment.
3. The referral date cannot be earlier than the date the job opening is posted, and the first day of work for the newly hired employee must occur within 180 days of the initial referral date or May 1, 2022, whichever comes first.
4. Nothing in this Memorandum of Understanding requires the Board to hire or consider hiring any individual, or affects the Board's sole determination whether the newly hired employee shall be retained during the school year. The referring employee has no standing to challenge the hiring, non-hiring, or termination of any other individual.
5. The referring employee's referral must represent the newly hired employee's first contact with CCPS, as determined by CCPS in its sole judgment. The first employee to refer a candidate will be the only referring employee eligible for payment.

6. The newly hired employee must remain employed with CCPS through the end of the 2021-2022 school year in order for the referring employee to receive the second referral incentive payment for the referral.
7. A referring employee shall be limited to three referral incentive payments regardless of the number of referrals made by that employee.
8. The referral incentive payment is to be considered earned income for the referring employee and shall be taxed accordingly.
9. Both the newly hired employee and the referring employee must be on the CCPS payroll at the time of the issuance of any referral incentive payment.
10. The referral incentive payment is not considered salary for the purposes of calculating retirement benefits.
11. All bargaining unit members are eligible to participate in the ERIP except those deemed ineligible in the sole discretion of the Superintendent, including but not limited to members of the Superintendent's Operations team, Office of Human Resources personnel, managers with hiring authority over the newly hired employee, anyone who represents CCPS at recruiting events, and the immediate family members of any excluded employees. In addition, temporary, summer, contract, and former employees are not eligible candidates for referral incentive payments.
12. The Board may discontinue the ERIP at any time for any reason in its sole discretion. The referring employee shall not be eligible for any referral incentive payment subsequent to the discontinuation of the ERIP by the Board.

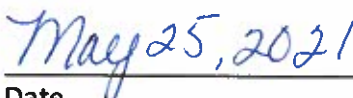
This Memorandum of Understanding shall be incorporated by reference into the parties' Negotiated Agreement and shall be fully enforceable thereunder. All other terms and conditions of the Negotiated Agreement between the parties hereto shall remain in full force and effect.

This Memorandum of Understanding contains the entire agreement between the parties.

This Memorandum of Understanding shall not constitute past practice and shall not be precedent-setting.



Deputy Superintendent  
Charles County Public Schools



Date



Education Association of Charles County  
President





Date